ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
December 19, 2024

Thursday, December 19, 2024
ANNUAL ORGANIZATIONAL AND REGULAR BOARD MEETING AGENDA

Type: AGENDA - ANNUAL ORGANIZATIONAL AND REGULAR BOARD MEETING AGENDA
Time: 5:30 p.m.
Code: Regular #19 -24/25

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

THE MEETING WILL BE AVAILABLE FOR VIEWING LIVE VIA ZOOM WEBINAR MODE AND CAN BE ACCESSED AS FOLLOWS:
Join Zoom Meeting: https://arusd-org.zoom.us/j/86825709703
Webinar ID: 868 2570 9703
Or One tap mobile:
+16699006833, 86825709703# 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, ROLL CALL, AND OFFICER ELECTIONS

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

1.02 ACTION: ANNUAL ORGANIZATIONAL MEETING, NOMINATION AND ELECTION OF BOARD PRESIDENT.

1.03 ACTION: ANNUAL ORGANIZATIONAL MEETING, NOMINATION AND ELECTION OF BOARD VICE-PRESIDENT.

1.04 ACTION: ANNUAL ORGANIZATIONAL MEETING, NOMINATION AND ELECTION OF BOARD CLERK.

1.05 ACTION: APPROVE AND APPOINT THE SUPERINTENDENT AS THE SECRETARY TO THE BOARD.

1.06 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.

1.07 WELCOME AND EXPLANATION TO AUDIENCE: Any person may address the Board on any item on the meeting agenda. Persons who wish to speak on an item on the agenda will have an opportunity to do so when that agenda item is introduced and presented during this meeting. There is a limit of 2 minutes for each speaker. The Board has the right to limit total public comment on any agenda item to no more than 20 minutes.Persons who wish to speak

to the Board about any matter within the jurisdiction of the District but not on this agenda will have an opportunity to speak during item 2.01 on this agenda as stated below.

2. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

2.01 PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA: REQUESTS TO ADDRESS THE BOARD provides members of the public an opportunity to speak about any matter under the jurisdiction of the District but not on this agenda. (If the subject you wish to discuss is already on this agenda, please provide your comment when that item is called during the meeting.) Those who wish to speak on a within the jurisdiction of The Brown Act prevents the Board from discussing any item not on this published agenda but the Board may refer to staff for follow-up any formal written requests that are brought before the Board at this time. There is a limit of 2 minutes for each speaker. The Board has the right to limit total public comment on any agenda item to no more than 20 minutes. Written matters may be placed on a future meeting agenda.

3. COMMENTS AND COMMUNICATION

3.01 Teamsters.

3.02 California School Employee's Association (CSEA).

3.03 Alum Rock Educator's Association (AREA).

3.04 Alum Rock Administrator's Association (ARAA).

3.05 Superintendent.

3.06 Board of Trustees/Communications/Comments

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

4.01 Discussion/Action to Waive Second Reading Requirement of Board Bylaw 9310 and to Approve Amendments to Board Bylaw 9320 Upon First Reading.

4.02 Approve Proposed Board Meeting Calendar for 2025. The Board will discuss and determine the proposed schedule for the Regular Board Meetings for the calendar year from January through December 2025. Proposed dates include: January 16 and 30; February 13 and 27; March 13 and 27; April 10 and 24; May 8 and 22; June 12 and June 26; July 17 and 31; August 14 and 28; September 11 and 25; October 9 and 23; November 6 and 20; and December 4 and 18.

4.03 Approve Resolution # 29-24/25 Proclaiming January 2025 as School Board Recognition Month.

4.04 Discuss the process for the Board Self-Evaluation 2025 (Information Only).

4.05 INFORMATION/DISCUSSION/ACTION: BOARD-CREATED COMMITTEES. Creation/dissolution of, and/or appointment to, Board-Created committees, as per Board Bylaw 9130.

4.06 Approval to Appoint the Board Representative for the County Committee Election for 2025. The California Education Code requires that the Governing Board of each school district, at its annual initial meeting, select one of its members to vote in the election for members of the County Committee on School District Organization.

4.07 Action/Review Needed: November 5, 2024 General Election Certification of Election Results for School Districts (Alum Rock Union School District).

4.08 Discussion/Action to Waive Second Reading Requirement of Board Bylaw 9310 and to Approve Amendments to Board Bylaw 9270 Upon First Reading.

4.09 Approval and Ratification between Alum Rock Union School District and East Side Education Foundation, for the period of November 15, 2024 through December 30, 2024.

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

5.01 Approve 2024-25 First Interim Report.

5.02 Approve Strategic Energy Plan - Next Phase Implementation.

5.03 Approve Renewal of the Premises Use Agreement (PUA) Between the District and City of San Jose to Allow the City's Office of Emergency Management to Use Certain Facilities Owned by the District During Emergencies for Shelter or Mass Care Services.

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

6.01 Approve School Sponsored Field Trip List.

6.02 Approve Resolution No. 28-24/25 Lunar New Year January 29, 2025.

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

7.01 Resignations (Information Only).

8. 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.)

8.01 Approve Board Meeting Minutes for the following dates: October 10, 2024, Regular Board Meeting, October 24, 2024, Special Board Meeting November 14, 2024, Regular Board Meeting and November 21, 2024, Special Board Meeting.

8.02 Approve Acceptance of Donations.

8.03 Approve Fundraising Activities.

8.04 Approve Acceptance of Vendor & Payroll Warrants.

8.05 Approve the Santa Clara County Treasury Investment Portfolio Status.

8.06 Approve/Ratify Notices of Employment and Changes of Status/December 19, 2024.

8.07 Approve Resolution No. 26-24/25 Inventory Disposal.

8.08 Approve Memorandum(s) of Understanding.

8.09 Approve Contracts for Professional Services-Firms/Organizations

8.10 Current Enrollment (Information Only).

9. CLOSED SESSION

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

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

9.03 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.

9.04 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.

9.05 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9): Jane Doe 1, et al. v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 23CV420187; Jane AAY Doe, by and through her Guardian ad Litem, John AAL Doe v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 24CV429076; Jane Doe v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 24CV435022; Jane AHK Doe, et al. v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 24CV441079; Jane Doe E.W. v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 22CV407905; JANE ROE 1, JANE ROE 2, and JANE

ROE 3, vs. ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT, et al., County of Santa Clara Superior Court Consolidated Case No.: 22CV409107; Jane Doe v. Alum Rock Union Elementary School District, Think Together and New Hope for Youth, Santa Clara County Superior Court case no. 24CV449309.

9.06 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.

9.07 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.

9.08 Public Employee Discipline/Dismissal/Release (Government Code Section 54957).

10. RECONVENE TO OPEN SESSION - VIA ZOOM

10.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

11. FUTURE BOARD AGENDA REQUESTS

11.01 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

12. ADJOURNMENT

12.01 President adjourns the meeting.

4.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

SUBJECT: Discussion/Action to Waive Second Reading Requirement of Board Bylaw 9310 and to Approve Amendments to Board Bylaw 9320 Upon First Reading.

RECOMMENDATION: The Superintendent recommends the waiver of the second reading requirement of Board Bylaw 9310 and Approve Amendments to Board Bylaw 9320 Upon the First Reading.

Discussion/Action

Submitted by: German Cerda Title: Superintendent

To the Board of Trustees: Meeting: December 19, 2024
Regular Board Meeting

Discussion/Action

4.01
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Bylaw 9320: Meetings And Notices

Status: ADOPTED

Original Adopted Date: 07/02/2013 | **Last Revised Date:** 08/10/2023 | **Last Reviewed Date:** 08/10/2023

Meetings of the Board of Trustees are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and place to hear, discuss, or deliberate upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1)

Regular Meetings

~~The Board shall hold one regular meeting each month. Unless otherwise indicated on the posted agenda, regular meetings shall be held at 5:30 p.m. on the 2nd Thursday at the district office.~~ Regular meetings shall be held at the Alum Rock Union School District Office, 2930 Gay Avenue San Jose, CA 95127 as specified on the calendar of regular meetings adopted by the Board at their annual December Organizational meeting, as that calendar may be further amended by Board action. Regular Board meetings shall be held at 5:30 p.m., unless amended by Board action.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's Internet web site. (Government Code 54954.2)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. (Government Code 54957.5)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's Internet web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president

or designee shall give such notice at or near the time he/she notifies the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

A majority vote by the Board may adjourn/continue any regular or special meeting to a later time and place that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members

2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern

3. An open and noticed meeting of another body of the district

4. An open and noticed meeting of a legislative body of another local agency

5. A purely social or ceremonial occasion

6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, including, but not limited to, religion, sex, or sexual orientation. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party

2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property

3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law

4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district

5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction

6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility

7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs

8. Attend conferences on nonadversarial collective bargaining techniques

9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district

10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 35140	Time and place of meetings
Ed. Code 35143	Annual organizational meetings; date and notice
Ed. Code 35144	Special meeting
Ed. Code 35145	Public meetings
Ed. Code 35145.5	Agenda; public participation and regulations
Ed. Code 35146	Closed sessions; student matters
Ed. Code 35147	Open meeting laws exceptions
Gov. Code 11135	Prohibition of discrimination

Gov. Code 3511.1	Local agency executives
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 54953	Oral summary of recommended salary and benefits of superintendent
Gov. Code 54954	Time and place of regular meetings
Gov. Code 54954.2	Agenda posting requirements; board actions
Gov. Code 54956	Special meetings
Gov. Code 54956.5	Emergency meetings
Gov. Code 7920.000-7930.215	California Public Records Act
Gov. Code 8625-8629	California Emergency Services Act

Federal	**Description**
28 CFR 35.160	Effective communications for individuals with disabilities
28 CFR 36.303	Nondiscrimination on the basis of disability, public accommodations, auxiliary aids, and services
42 USC 12101-12213	Americans with Disabilities Act

Management Resources	**Description**
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 327 (1995)
Attorney General Opinion	79 Ops.Cal.Atty.Gen. 69 (1996)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 181 (2001)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 30 (2001)
Attorney General Opinion	88 Ops.Cal.Atty.Gen. 218 (2005)
Court Decision	Knight First Amendment Institute at Columbia University v. Trump (2019) 928 F.3d 226
Court Decision	Garnier v. Poway Unified School District (S.D. Cal. September 26, 2019) No. 17-cv-2215-W (JLB), 2019 WL 4736208
Court Decision	Wolfe v. City of Fremont (2006) 144 Cal.App. 4th 533
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2023
Institute for Local Government Publication	The ABCs of Open Government Laws
League of California Cities Publication	Open and Public V: A Guide to the Ralph M. Brown Act, 2016
Website	CSBA District and County Office of Education Legal Services
Website	CSBA, GAMUT Meetings
Website	Institute for Local Government

Website	League of California Cities
Website	California Attorney General's Office
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0420.43	Charter School Revocation
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
1113	District And School Websites
1113	District And School Websites
1160	Political Processes
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E PDF(1)	Use Of School Facilities
1340	Access To District Records
1340	Access To District Records
1431	Waivers
2000	Concepts And Roles
2111	Superintendent Governance Standards
2121	Superintendent's Contract
2210	Administrative Discretion Regarding Board Policy
3100	Budget
3100	Budget
3280	Sale Or Lease Of District-Owned Real Property

3280	Sale Or Lease Of District-Owned Real Property
3311	Bids
3311	Bids
3312	Contracts
3314	Payment For Goods And Services
3314	Payment For Goods And Services
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4312.1	Contracts
6112	School Day
6112	School Day
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
7150	Site Selection And Development
7150	Site Selection And Development
7214	General Obligation Bonds
7214	General Obligation Bonds
7310	Naming Of Facility
9000	Role Of The Board
9005	Governance Standards
9012	Board Member Electronic Communications
9100	Organization
9121	President
9130	Board Committees
9140	Board Representatives
9220	Governing Board Elections
9230	Orientation

9270	Conflict Of Interest
9270-E PDF(1)	Conflict Of Interest
9310	Board Policies
9321	Closed Session
9322	Agenda/Meeting Materials
9323	Meeting Conduct
9323.2	Actions By The Board
9323.2-E PDF(1)	Actions By The Board
9324	Minutes And Recordings
9400	Board Self-Evaluation

4.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

SUBJECT: Approve Proposed Board Meeting Calendar for 2025. The Board will discuss and determine the proposed schedule for the Regular Board Meetings for the calendar year from January through December 2025. Proposed dates include: January 16 and 30; February 13 and 27; March 13 and 27; April 10 and 24; May 8 and 22; June 12 and June 26; July 17 and 31; August 14 and 28; September 11 and 25; October 9 and 23; November 6 and 20; and December 4 and 18.

RECOMMENDATION: Staff recommends that the Board approves the proposed Board Meeting Calendar for 2025.

Approval

Submitted by: German Cerda Title: Superintendent

To the Board of Trustees: Meeting: December 19, 2024
Regular Board Meeting

Approval

4.02
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PROPOSED BOARD MEETING CALENDAR FOR 2025

*Meetings are normally scheduled to be held at the Alum Rock School District, 2930 Gay Avenue, San Jose, California, on the **SECOND THURSDAY** of each month at 5:30 p.m. Open Session will resume at approximately 60 minutes after the start of Closed Session. Dates and location are subject to change to accommodate holidays and other conflicts in scheduling. Notification of any changes in dates, times or location will be publicized.*

MONTH	DATE	DAY OF WEEK
2024-25 School Year **January**	**16** **30**	**3rd Thursday** **4th Thursday**
February	**13** **27**	**2nd Thursday** **4th Thursday**
March	**13** **27**	**2nd Thursday** **4th Thursday**
April	**10** **24**	**2nd Thursday** **4th Thursday**
May	**8** **22**	**2nd Thursday** **4th Thursday**
June **June**	**12** **26**	**2nd Thursday** **4th Thursday**
2025-26 School Year **July**	**17** **31**	**3rd Thursday** **5th Thursday**
August	**14** **28**	**2nd Thursday** **4th Thursday**
September	**11** **25**	**2nd Thursday** **4th Thursday**
October	**9** **23**	**2nd Thursday** **4th Thursday**

2025

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

November	**6** **20**	**1st Thursday** **3rd Thursday**
December	**4** **18**	**1st Thursday** **3rd Thursday**

Proposed Board Meeting Calendar- Subject to change at the December 19, 2024 Organizational Board Meeting.

4.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

SUBJECT: Approval Resolution # 29-24/25 Proclaiming January 2025 as School Board Recognition Month.

RECOMMENDATION: The administration recommends approval of Resolution # 29-24/25 Proclaiming January 2025 as School Board Recognition Month.

Approval

Submitted by: German Cerda Title: Superintendent

To the Board of Trustees: Meeting: December 19, 2024
Regular Board Meeting

Approval

4.03
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: Not Approved: Tabled:

Resolution Of The Board Of Trustees Of The
Alum Rock Union Elementary School District
PROCLAIMING JANUARY 2025 SCHOOL BOARD RECOGNITION MONTH

RESOLUTION 29-24/25

WHEREAS, an excellent and continuously improving public education system is vital to the quality of life of all California citizens and communities; and

WHEREAS, California has nearly 1,000 school districts and county offices of education throughout the state, represented by nearly 5,000 school board members accounting for the largest number of locally elected officials in the state; and

WHEREAS, the first school district in the United States was established in 1721; and

WHEREAS, local school district governing boards and county boards of education are a central part of our democracy; and

WHEREAS, the mission of public schools to meet the diverse educational needs of all children and to empower pupils to become productive and thoughtful contributors to a democratic society and an ever-changing world is more important now than ever before; and

WHEREAS, local school boards consistently work to ensure that every pupil's academic, social-emotional, physical, and mental health needs are a priority; and

WHEREAS, each and every day, school board members continue to advocate to best serve children and parents in our communities; and

WHEREAS, local school board members are committed to pupils and believe that all pupils can be successful learners and that the best education is tailored towards providing every pupil with an opportunity to learn; and

WHEREAS, school board members work closely with parents, certificated and classified educational professionals, and other community members to create effective learning environments where all pupils can thrive; and

WHEREAS, school board members are responsible for building and maintaining the structures that provide a solid foundation for our public school system; and

WHEREAS, School board members are strong advocates for public education who are responsible for communicating the needs of the schools and for understanding the interests and expectations of the diverse communities that they represent; and

WHEREAS, School Board Recognition Month is an ideal time to recognize and celebrate the Californians serving on school district governing boards and county boards of education who help guide the education of pupils in kindergarten and grades 1 to 12, inclusive, and who prepare these pupils for the opportunities and challenges of the 21st century and beyond; now, therefore, be it

NOW THEREFORE BE IT RESOLVED, that Alum Rock Union Elementary School District, does hereby declare its appreciation to the members of the School Board and proclaims the month of January 2025 as School Board Recognition Month. We urge community members to join Alum Rock Union Elementary School District in recognizing the dedication and hard work of local school board members and with them to create an education system that meets the needs of our children.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District, Santa Clara County, State of California, on December 19, 2024, by the following vote:

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

_____ Date: December 14, 2023

Clerk of the Governing Board

4.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

SUBJECT: Discuss the process for the Board Self-Evaluation 2025 (Information Only).

RECOMMENDATION: The administration recommends the Board discuss a process for the Board Self-Evaluation 2025.

Information Only

Submitted by: German Cerda Title: Superintendent

To the Board of Trustees: Meeting: December 19, 2024
Regular Board Meeting

Information Only

4.04
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

4.05

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

SUBJECT: INFORMATION/DISCUSSION/ACTION: BOARD-CREATED COMMITTEES. Creation/dissolution of, and/or appointment to, Board-Created committees, as per Board Bylaw 9130.

Information/Discussion/Action

Submitted by: German Cerda Title: Superintendent

To the Board of Trustees: Meeting: December 19, 2024
Regular Board Meeting

Information/Discussion/Action

4.05
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

4.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

SUBJECT: Approval to Appoint the Board Representative for the County Committee Election for 2025. The California Education Code requires that the Governing Board of each school district, at its annual initial meeting, select one of its members to vote in the election for members of the County Committee on School District Organization.

Recommendation: The administration recommends the Board Appoint the Board Representative for the County Committee Election for 2025.

Approval

Submitted by: German Cerda Title: Superintendent

To the Board of Trustees: Meeting: December 19, 2024
Regular Board Meeting

Approval

4.06
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Santa Clara County Office of Education

Charles Hinman, Ed.D., Interim County Superintendent of Schools

OFFICE OF THE SUPERINTENDENT

EXECUTIVE SERVICES, MC 243

DATE: December 12, 2025

TO: District Superintendents
School District Board Presidents

FROM: Olivia Santillán, Designee to the County Committee on School District Organization

SUBJECT: NAMING THE BOARD REPRESENTATIVE FOR THE COUNTY COMMITTEE – **2025 ELECTION**

Enclosed is a copy of the certificate for this year's naming of the County Committee Board Representative. The purpose of the certificate is to name a board member to complete the County Committee Election ballot that comes to each district ahead of the election. The board member indicated on this form will vote in the **2025** County Committee election. **Completion and return of this form is a requirement per Education Code 35023**.

The County Committee Board Representative will NOT be a member of the County Committee and is NOT required to attend County Committee meetings. The purpose of the representative is for County Committee election purposes only.

Instructions for completing and returning the certificate are contained in the enclosed document. Please scan and email forms to **Osantillan@sccoe.org**.

Please return certificates by December 27, 2024.

If you have any questions regarding this matter, please contact Olivia Santillán at Osantillan@sccoe.org or (408) 453-6869. Thank you.

SCHOOL DISTRICT
CERTIFICATE
NAMING THE BOARD REPRESENTATIVE
FOR THE COUNTY COMMITTEE ELECTION

The California Education Code requires that the governing board of each school district, at its annual initial meeting, select one of its members to vote in the election for members of the County Committee on School District Organization. The relevant Education Code Section is as follows:

> **§ 35023. Election of representative for county committee**
>
> The governing board of each school district of every kind or class shall annually at its initial meeting select one of its members as its representative who shall have one vote for each member to be elected to the county committee as provided by Article 1 (commencing with Section 4000 of Chapter 1 of Part 3). The secretary or clerk of the district shall furnish the county superintendent with a certificate naming the representative selected by the board.

To comply with the Education Code, please provide the information requested below and return to the address below.

Name of School District _____

Name of Board Member Selected to Vote in the County Committee Election _____

Date of the Board Meeting at Which the Above Board Member was Selected _____

Signature of the Secretary or Clerk of the District _____

Please email completed Certificate to: **Osantillan@sccoe.org**

If you have any questions regarding this procedure, please call (408) 453-6869.

4.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

SUBJECT: November 5, 2024, General Election Certification of Election Results for School District (Alum Rock Union School District.

Recommendation: Staff recommends approval of the November 5, 2024, General Election Certification of Election Results for School Districts (Alum Rock Union School District).

Approval

Submitted by: German Cerda Title: Superintendent

To the Board of Trustees: Meeting: December 19, 2024
Regular Board Meeting

Approval

4.07
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

CERTIFICATE OF ELECTION RESULTS

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

I, Matt Moreles, Acting Registrar of Voters of the County of Santa Clara, State of California, hereby declare:

1. A General Election was held in the County of Santa Clara, for the **Governing Board Member**, on November 5, 2024 for the purpose of electing **one (1) full-term Member, Alum Rock Union School District** to the Governing Board.

2. The official canvass of the returns of this election was conducted by the Office of the Registrar of Voters in accordance with the appropriate provisions of the Elections Code of the State of California.

3. The Statement of Votes Cast, now on file in my office and attached hereto, shows the number of votes for each candidate for the Governing Board of the **Alum Rock Union School District** and in each of the precincts and that the total shown for each candidate are true and correct.

WITNESS my hand and Official Seal this 5th day of December 2024.

Matt Moreles, Acting Registrar of Voters

CERTIFICATE OF ELECTION

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

This certifies that, at the General Election held in and for the County of Santa Clara on November 5, 2024

Minh Nguyen

was elected for the office of

Governing Board Member, Alum Rock Union School District

as appears by the official returns of the election and the Statement of Votes Cast now on file in my office.

IN WITNESS WHEREOF, I, Matt Moreles, Acting Registrar of Voters of the County of Santa Clara, hereby issue this official Certificate of Election this 5th day of December 2024.



Matt Moreles, Acting Registrar of Voters

CERTIFICATE OF ELECTION RESULTS

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

I, Matt Moreles, Acting Registrar of Voters of the County of Santa Clara, State of California, hereby declare:

1. A General Election was held in the County of Santa Clara, for the **Governing Board Member**, on November 5, 2024 for the purpose of electing **one (1) full-term Member, Alum Rock Union School District** to the Governing Board.

2. The official canvass of the returns of this election was conducted by the Office of the Registrar of Voters in accordance with the appropriate provisions of the Elections Code of the State of California.

3. The Statement of Votes Cast, now on file in my office and attached hereto, shows the number of votes for each candidate for the Governing Board of the **Alum Rock Union School District** and in each of the precincts and that the total shown for each candidate are true and correct.

WITNESS my hand and Official Seal this 5th day of December 2024.

Matt Moreles, Acting Registrar of Voters

CERTIFICATE OF ELECTION

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

This certifies that, at the General Election held in and for the County of Santa Clara on November 5, 2024

Corina Herrera-Loera

was elected for the office of

Governing Board Member, Alum Rock Union School District

as appears by the official returns of the election and the Statement of Votes Cast now on file in my office.

IN WITNESS WHEREOF, I, Matt Moreles, Acting Registrar of Voters of the County of Santa Clara, hereby issue this official Certificate of Election this 5th day of December 2024.



Matt Moreles, Acting Registrar of Voters

1 Alum Rock Union SD Governing Board

		Registered Voters	Voters Cast	Turnout (%)	Corina Herrera-Loera	Matt Karnes	Minh Nguyen	Brenda Zendejas
17th Congressional District	In-Person	8198	734	8.95 %	218	198	320	177
17th Congressional District	Mail Voting	8198	4511	55.03 %	1544	1064	2044	945
17th Congressional District	Total	8198	5245	63.98 %	1762	1262	2364	1122
18th Congressional District	In-Person	44273	4357	9.84 %	1538	1215	1447	1364
18th Congressional District	Mail Voting	44273	22523	50.87 %	8494	5993	7938	6174
18th Congressional District	Total	44273	26880	60.71 %	10032	7208	9385	7538
19th Congressional District	In-Person	562	44	7.83 %	18	15	12	8
19th Congressional District	Mail Voting	562	307	54.63 %	126	86	122	52
19th Congressional District	Total	562	351	62.46 %	144	101	134	60
10th Senatorial District	In-Person	9844	885	8.99 %	251	249	375	217
10th Senatorial District	Mail Voting	9844	5689	57.79 %	1881	1513	2405	1221
10th Senatorial District	Total	9844	6574	66.78 %	2132	1762	2780	1438
15th Senatorial District	In-Person	43189	4250	9.84 %	1523	1179	1404	1332
15th Senatorial District	Mail Voting	43189	21652	50.13 %	8283	5630	7699	5950
15th Senatorial District	Total	43189	25902	59.97 %	9806	6809	9103	7282
24th Assembly District	In-Person	9934	897	9.03 %	254	256	375	218
24th Assembly District	Mail Voting	9934	5743	57.81 %	1905	1526	2424	1250
24th Assembly District	Total	9934	6640	66.84 %	2159	1782	2799	1468
25th Assembly District	In-Person	43099	4238	9.83 %	1520	1172	1404	1331
25th Assembly District	Mail Voting	43099	21598	50.11 %	8259	5617	7680	5921
25th Assembly District	Total	43099	25836	59.95 %	9779	6789	9084	7252
State Board of Equalization #2	In-Person	53033	5135	9.68 %	1774	1428	1779	1549
State Board of Equalization #2	Mail Voting	53033	27341	51.55 %	10164	7143	10104	7171
State Board of Equalization #2	Total	53033	32476	61.24 %	11938	8571	11883	8720
County of Santa Clara	In-Person	53033	5135	9.68 %	1774	1428	1779	1549
County of Santa Clara	Mail Voting	53033	27341	51.55 %	10164	7143	10104	7171
County of Santa Clara	Total	53033	32476	61.24 %	11938	8571	11883	8720
1st Supervisorial District	In-Person	1399	111	7.93 %	36	31	42	22
1st Supervisorial District	Mail Voting	1399	806	57.61 %	314	241	274	167
1st Supervisorial District	Total	1399	917	65.55 %	350	272	316	189
2nd Supervisorial District	In-Person	43838	4343	9.91 %	1539	1205	1434	1373
2nd Supervisorial District	Mail Voting	43838	22371	51.03 %	8347	5906	7842	6225
2nd Supervisorial District	Total	43838	26714	60.94 %	9886	7111	9276	7598

1 Alum Rock Union SD Governing Board

		Registered Voters	Voters Cast	Turnout (%)	Corina Herrera-Loera	Matt Karnes	Minh Nguyen	Brenda Zendejas
3rd Supervisorial District	In-Person	7796	681	8.74 %	199	192	303	154
3rd Supervisorial District	Mail Voting	7796	4164	53.41 %	1503	996	1988	779
3rd Supervisorial District	Total	7796	4845	62.15 %	1702	1188	2291	933
City of San Jose	In-Person	43091	4158	9.65 %	1511	1124	1474	1255
City of San Jose	Mail Voting	43091	21425	49.72 %	8208	5323	8244	5482
City of San Jose	Total	43091	25583	59.37 %	9719	6447	9718	6737
Unincorporated - City	In-Person	9942	977	9.83 %	263	304	305	294
Unincorporated - City	Mail Voting	9942	5916	59.51 %	1956	1820	1860	1689
Unincorporated - City	Total	9942	6893	69.33 %	2219	2124	2165	1983
Total - In-Person		53033	5135	9.68 %	1774	1428	1779	1549
Total - Mail Voting		53033	27341	51.55 %	10164	7143	10104	7171
Contest Total		53033	32476	61.24 %	11938	8571	11883	8720

1 Alum Rock Union SD Governing Board

		Registered Voters	Voters Cast	Turnout (%)	Corina Herrera-Loera	Matt Karnes	Minh Nguyen	Brenda Zendejas
0005405	In-Person	357	25	7.00 %	4	7	10	5
0005405	Mail Voting	357	233	65.27 %	67	84	62	53
0005405	Total	357	258	72.27 %	71	91	72	58
0005433	In-Person	0	0					
0005433	Mail Voting	0	0					
0005433	Total	0	0					
0005459	In-Person	30	3	10.00 %	1	1	1	
0005459	Mail Voting	30	18	60.00 %	4	10	6	6
0005459	Total	30	21	70.00 %	5	11	7	6
0006066	In-Person	4	1	25.00 %			1	1
0006066	Mail Voting	4	2	50.00 %	1		1	
0006066	Total	4	3	75.00 %	1		2	1
0006067	In-Person	1138	95	8.35 %	16	33	32	26
0006067	Mail Voting	1138	739	64.94 %	260	230	241	176
0006067	Total	1138	834	73.29 %	276	263	273	202
0006068	In-Person	174	19	10.92 %	5	9	4	4
0006068	Mail Voting	174	115	66.09 %	45	40	41	38
0006068	Total	174	134	77.01 %	50	49	45	42
0006069	In-Person	1364	117	8.58 %	21	42	41	30
0006069	Mail Voting	1364	1005	73.68 %	267	381	307	240
0006069	Total	1364	1122	82.26 %	288	423	348	270
0006070	In-Person	62	4	6.45 %	2	1	2	1
0006070	Mail Voting	62	48	77.42 %	16	20	17	8
0006070	Total	62	52	83.87 %	18	21	19	9
0006452	In-Person	2800	332	11.86 %	106	103	91	115
0006452	Mail Voting	2800	1333	47.61 %	491	361	421	447
0006452	Total	2800	1665	59.46 %	597	464	512	562
0006454	In-Person	1406	138	9.82 %	33	47	45	46
0006454	Mail Voting	1406	771	54.84 %	263	194	248	271
0006454	Total	1406	909	64.65 %	296	241	293	317
0006463	In-Person	1211	90	7.43 %	32	22	22	21
0006463	Mail Voting	1211	868	71.68 %	268	290	272	191
0006463	Total	1211	958	79.11 %	300	312	294	212
0006465	In-Person	987	101	10.23 %	30	27	34	31
0006465	Mail Voting	987	556	56.33 %	193	162	170	177
0006465	Total	987	657	66.57 %	223	189	204	208
0006502	In-Person	409	52	12.71 %	13	12	22	14
0006502	Mail Voting	409	228	55.75 %	81	48	74	82
0006502	Total	409	280	68.46 %	94	60	96	96
0007425	In-Person	1172	114	9.73 %	30	32	52	31
0007425	Mail Voting	1172	639	54.52 %	206	149	318	95
0007425	Total	1172	753	64.25 %	236	181	370	126
0007442	In-Person	244	24	9.84 %	12	5	11	9
0007442	Mail Voting	244	102	41.80 %	60	19	20	36
0007442	Total	244	126	51.64 %	72	24	31	45
0007444	In-Person	2384	196	8.22 %	58	55	109	32
0007444	Mail Voting	2384	1285	53.90 %	441	272	775	208
0007444	Total	2384	1481	62.12 %	499	327	884	240
0007733	In-Person	2598	275	10.59 %	118	65	87	92
0007733	Mail Voting	2598	1289	49.62 %	479	342	420	391

1 Alum Rock Union SD Governing Board

		Registered Voters	Voters Cast	Turnout (%)	Corina Herrera-Loera	Matt Karnes	Minh Nguyen	Brenda Zendejas
0007733	Total	2598	1564	60.20 %	597	407	507	483
0007736	In-Person	1363	159	11.67 %	50	37	58	56
0007736	Mail Voting	1363	621	45.56 %	254	142	219	175
0007736	Total	1363	780	57.23 %	304	179	277	231
0007807	In-Person	1713	142	8.29 %	39	31	58	34
0007807	Mail Voting	1713	970	56.63 %	351	248	406	179
0007807	Total	1713	1112	64.92 %	390	279	464	213
0007811	In-Person	1844	173	9.38 %	50	59	51	40
0007811	Mail Voting	1844	1061	57.54 %	324	264	365	300
0007811	Total	1844	1234	66.92 %	374	323	416	340
0007816	In-Person	198	27	13.64 %	10	7	10	7
0007816	Mail Voting	198	112	56.57 %	49	41	32	27
0007816	Total	198	139	70.20 %	59	48	42	34
0007817	In-Person	716	86	12.01 %	34	15	37	27
0007817	Mail Voting	716	344	48.04 %	114	84	147	80
0007817	Total	716	430	60.06 %	148	99	184	107
0007818	In-Person	0	0					
0007818	Mail Voting	0	0					
0007818	Total	0	0					
0007821	In-Person	2714	210	7.74 %	67	61	86	53
0007821	Mail Voting	2714	1384	50.99 %	514	355	587	283
0007821	Total	2714	1594	58.73 %	581	416	673	336
0007824	In-Person	2100	197	9.38 %	57	68	69	45
0007824	Mail Voting	2100	1053	50.14 %	392	277	438	234
0007824	Total	2100	1250	59.52 %	449	345	507	279
0007825	In-Person	2202	219	9.95 %	81	64	66	68
0007825	Mail Voting	2202	1072	48.68 %	380	288	426	280
0007825	Total	2202	1291	58.63 %	461	352	492	348
0007833	In-Person	2443	244	9.99 %	84	61	93	80
0007833	Mail Voting	2443	1192	48.79 %	437	298	440	300
0007833	Total	2443	1436	58.78 %	521	359	533	380
0007838	In-Person	937	78	8.32 %	17	25	32	15
0007838	Mail Voting	937	536	57.20 %	158	161	220	125
0007838	Total	937	614	65.53 %	175	186	252	140
0007840	In-Person	2707	278	10.27 %	121	84	73	104
0007840	Mail Voting	2707	1289	47.62 %	510	340	471	340
0007840	Total	2707	1567	57.89 %	631	424	544	444
0007844	In-Person	2968	310	10.44 %	128	83	117	89
0007844	Mail Voting	2968	1358	45.75 %	561	323	474	376
0007844	Total	2968	1668	56.20 %	689	406	591	465
0007854	In-Person	2833	336	11.86 %	125	82	105	116
0007854	Mail Voting	2833	1340	47.30 %	573	311	494	417
0007854	Total	2833	1676	59.16 %	698	393	599	533
0007856	In-Person	2554	262	10.26 %	112	77	77	94
0007856	Mail Voting	2554	1174	45.97 %	458	308	393	349
0007856	Total	2554	1436	56.23 %	570	385	470	443
0007857	In-Person	2959	273	9.23 %	103	78	86	88
0007857	Mail Voting	2959	1480	50.02 %	638	333	455	438
0007857	Total	2959	1753	59.24 %	741	411	541	526
0007880	In-Person	79	3	3.80 %	3		3	

1 Alum Rock Union SD Governing Board

		Registered Voters	Voters Cast	Turnout (%)	Corina Herrera-Loera	Matt Karnes	Minh Nguyen	Brenda Zendejas
0007880	Mail Voting	79	59	74.68 %	25	18	14	17
0007880	Total	79	62	78.48 %	28	18	17	17
0007913	In-Person	5	0	0.00 %				
0007913	Mail Voting	5	4	80.00 %	1	2	2	1
0007913	Total	5	4	80.00 %	1	2	2	1
0007914	In-Person	4	0	0.00 %				
0007914	Mail Voting	4	0	0.00 %				
0007914	Total	4	0	0.00 %				
0007915	In-Person	13	2	15.38 %		1	1	1
0007915	Mail Voting	13	7	53.85 %	3	5	2	
0007915	Total	13	9	69.23 %	3	6	3	1
0007916	In-Person	0	0					
0007916	Mail Voting	0	0					
0007916	Total	0	0					
0007921	In-Person	104	5	4.81 %		1	1	3
0007921	Mail Voting	104	56	53.85 %	28	13	17	10
0007921	Total	104	61	58.65 %	28	14	18	13
0007925	In-Person	45	3	6.67 %	1		3	
0007925	Mail Voting	45	22	48.89 %	3	10	7	1
0007925	Total	45	25	55.56 %	4	10	10	1
0007926	In-Person	204	22	10.78 %	12	3	10	14
0007926	Mail Voting	204	89	43.63 %	25	23	48	17
0007926	Total	204	111	54.41 %	37	26	58	31
0008208	In-Person	1546	143	9.25 %	50	33	58	41
0008208	Mail Voting	1546	743	48.06 %	319	194	246	219
0008208	Total	1546	886	57.31 %	369	227	304	260
0008210	In-Person	1673	148	8.85 %	52	40	35	57
0008210	Mail Voting	1673	745	44.53 %	310	185	258	240
0008210	Total	1673	893	53.38 %	362	225	293	297
0008401	In-Person	1757	146	8.31 %	66	34	55	42
0008401	Mail Voting	1757	844	48.04 %	352	171	344	236
0008401	Total	1757	990	56.35 %	418	205	399	278
0008405	In-Person	450	39	8.67 %	13	8	19	9
0008405	Mail Voting	450	248	55.11 %	117	61	84	56
0008405	Total	450	287	63.78 %	130	69	103	65
0008406	In-Person	562	44	7.83 %	18	15	12	8
0008406	Mail Voting	562	307	54.63 %	126	86	122	52
0008406	Total	562	351	62.46 %	144	101	134	60
0008998	In-Person	0	0					
0008998	Mail Voting	0	0					
0008998	Total	0	0					
Total - In-Person		53033	5135	9.68 %	1774	1428	1779	1549
Total - Mail Voting		53033	27341	51.55 %	10164	7143	10104	7171
Contest Total		53033	32476	61.24 %	11938	8571	11883	8720

4.08

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

SUBJECT: Discussion/Action to Waive Second Reading Requirement of Board Bylaw 9310 and to Approve Amendments to Board Bylaw 9370 Upon First Reading.

RECOMMENDATION: The Superintendent recommends the waiver of the second reading requirement of Board Bylaw 9310 and Approve Amendments to Board Bylaw 9370 Upon the First Reading.

Discussion/Action

Submitted by: German Cerda Title: Superintendent

To the Board of Trustees: Meeting: December 19, 2024
Regular Board Meeting

Discussion/Action

4.08
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Bylaw 9270: Conflict Of Interest and Revolving Door Policy

Status: ADOPTED

Original Adopted Date: 06/16/2004 | **Last Revised Date:** 10/10/2019 | **Last Reviewed Date:** 10/10/2019

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or direct any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.

2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches

2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Revolving Door Restrictions

The purposes of this Revolving Door Policy are:

1. To prevent former Governing Board Members from using their positions with the District for personal gain.

2. To prevent private for-profit business entities from obtaining a perceived unfair advantage in dealing with the District by hiring former Board Members.

Definitions

For purposes of this Revolving Door Policy, the terms below shall have the following meaning:

1. "Board Member" shall mean any and all past, present and future members of the Governing Board of the Alum Rock Union Elementary School District.

2. "Employee" shall have the same meaning as set out in the Title 20 of the Code of Federal Regulations §404.1007(b).

3. "Nonprofit organization" shall mean an entity which would qualify as such under the Federal Internal Revenue Code and has engaged in programs or projects which have received financial or other formal support from the District within the past five years.

4. "Transitional services" shall mean services involving technical or specialized knowledge or skill required to complete a project or to provide temporary consulting services to the District.

5. "Work" shall mean any activity for which compensation is received (directly or indirectly) from any source, including, but not limited to, compensation received as an independent contractor. Work includes the supervision or direction of others performing work. Work for the District includes any action of any sort whatsoever taken in one's official capacity.

Prohibitions

For one (1) year immediately following the termination of office of any Governing Board Member for any reason (including but not limited to resignation, retirement or non-re-election), such person shall not:

1. Work on any legislative, administrative or business matter for the District.

2. Represent anyone else, whether or not for compensation, before the District or any staff of the District.

Exceptions

The following Work of any former Board Member shall not be subject to the prohibitions of this Section Revolving Door Policy:

1. As an employee or volunteer of a "Nonprofit organization," as defined above;

2. As an employee of any government (state or local) entity or agency;

3. As an independent contractor of the District where it has been determined by the District's Board of Trustees that it is in the best interest of the District to retain the former Board Member to provide transitional services.

Applicability

1. The provisions of this Revolving Door Restrictions policy shall not apply to prevent a former Board Member from testifying as a percipient witness in any legal or administrative proceeding.

2. The provisions of this Policy shall not apply to prevent a former Board Member from working as a supervisor of a person or persons performing work that would be prohibited by this Policy, so long as the former Board Member supervisor is screened from any personal participation in the work and receives no compensation or part of any fee therefrom, either in wages, commission or other compensation.

Waiver

The Governing Board may waive the prohibitions of this Revolving Door Policy, upon full disclosure of the facts surrounding the proposed activity, if the Governing Board finds that such waiver is in the best interest of the District and that such waiver is not inconsistent with the purposes of this Policy.

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 18110-18997	Regulations of the Fair Political Practices Commission
2 CCR 18438.1-18438.8	Campaign contribution-based conflicts of interest
2 CCR 18700-18760	Conflicts of Interest
2 CCR 18722-18740	Disclosure of interests
2 CCR 18753-18756	Conflict of interest codes
Ed. Code 1006	Prohibition against school district employees serving on county board of education
Ed. Code 35107	School district employees
Ed. Code 35230-35240	Corrupt practices
Ed. Code 35233	Prohibitions applicable to members of governing boards
Ed. Code 41000-41003	Moneys received by school districts
Ed. Code 41015	Investments
Fam. Code 297.5	Rights, protections, and benefits of registered domestic partners
Gov. Code 1090-1099	Prohibitions applicable to specified officers

Gov. Code 1125-1129	Incompatible activities
Gov. Code 53234-53235.2	Ethics training
Gov. Code 81000-91014	Political Reform Act
Gov. Code 82011	Code reviewing body
Gov. Code 82019	Definition; designated employee
Gov. Code 82028	Definition; gift
Gov. Code 82030	Definition; income
Gov. Code 82033	Definition; interest in real property
Gov. Code 82034	Definition; investment
Gov. Code 84308	Campaign Disclosure
Gov. Code 87100-87103.6	General prohibitions
Gov. Code 87200-87210	Disclosure
Gov. Code 87300-87313	Conflict of interest code
Gov. Code 87500	Statement of economic interests
Gov. Code 89501-89503	Honoraria and gifts
Gov. Code 89506	Ethics; travel
Gov. Code 91000-91014	Enforcement
Pen. Code 85-88	Bribes
Pub. Cont. Code 6102	Bribery of public official; voidable contract
Rev. & Tax Code 203	Taxable and exempt property - colleges

Management Resources	**Description**
Attorney General Opinion	105 Ops.Cal.Atty.Gen.69 (2022)
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 868 (1980)
Attorney General Opinion	65 Ops.Cal.Atty.Gen. 606 (1982)
Attorney General Opinion	68 Ops.Cal.Atty.Gen. 171 (1985)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 255 (1986)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 320 (1997)
Attorney General Opinion	81 Ops.Cal.Atty.Gen. 327 (1998)
Attorney General Opinion	82 Ops.Cal.Atty.Gen. 83 (1999)
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 60 (2002)
Attorney General Opinion	86 Ops.Cal.Atty.Gen. 138(2003)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 217 (2006)
Attorney General Opinion	92 Ops.Cal.Atty.Gen. 19 (2009)
Attorney General Opinion	92 Ops.Cal.Atty.Gen. 26 (2009)

Court Decision	Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261
Court Decision	Klistoff v. Superior Court (2007) 157 Cal.App.4th 469
Court Decision	Kunec v. Brea Redevelopment Agency (1997) 55 Cal.App.4th 511
Court Decision	McGee v. Balfour Beatty Construction, LLC, et al. (2016) 247 Cal. App. 4th 235
Court Decision	Thorpe v. Long Beach Community College District (2000) 83 Cal.App.4th 655
CSBA Publication	Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010
Fair Political Practices Commission Publication	Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005
Institute For Local Government Publication	Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009
Institute for Local Government Publication	Understanding the Basics of Public Service Ethics: Transparency Laws, 2009
Website	CSBA District and County Office of Education Legal Services
Website	Institute for Local Government
Website	Fair Political Practices Commission
Website	CSBA

Cross References

Code	Description
1340	Access To District Records
1340	Access To District Records
1700	Relations Between Private Industry And The Schools
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3430	Investing
3430	Investing
3600	Consultants
4112.8	Employment Of Relatives
4117.2	Resignation

4136	Nonschool Employment
4212.8	Employment Of Relatives
4217.2	Resignation
4236	Nonschool Employment
4312.8	Employment Of Relatives
4317.2	Resignation
4336	Nonschool Employment
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E PDF(1)	Selection And Evaluation Of Instructional Materials
7140	Architectural And Engineering Services
7140	Architectural And Engineering Services
7214	General Obligation Bonds
7214	General Obligation Bonds
9000	Role Of The Board
9005	Governance Standards
9140	Board Representatives
9200	Limits Of Board Member Authority
9220	Governing Board Elections
9222	Resignation
9230	Orientation
9320	Meetings And Notices
9321	Closed Session
9323	Meeting Conduct

4.09

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

SUBJECT: Contract Approval and Ratification between Alum Rock Union School District and East Side Education Foundation for the period of November 15, 2024, through December 30, 2024.

Recommendation: Staff recommends the contract approval and ratification between Alum Rock Union School District and East Side Education Foundation for the period of November 15, 2024, through December 30, 2024.

Approval

Submitted by: German Cerda Title: Superintendent

To the Board of Trustees: Meeting: December 19, 2024
Regular Board Meeting

Approval

4.09
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: SUPERINTENDENT'S OFFICE (School/Dept.) VENDOR NO. _____

Submitted by: GERMAN CERDA

☑ 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: EAST SIDE EDUCATION FOUNDATION

Address: 645 Wool Creek Drive City: SAN JOSE State: CA Zip: 95112

Phone: (408) 641-0432 Email Address: HELLO@EASTSIDE-FUND.ORG

SSN: _____ or Fed I.D. #: 26-4148665

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 30, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

ESEF will provide Consulting Services:
Create and implement a school closure process to include preparation and facilitation of the School Closure Committee.
Provide consultation to the superintendent and staff on the school closure process.

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

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

☑ b. **Other:** $NTE $ 20,000 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	0000	7100	000000	710	7110	$ 20,000 NTE	

12/11/24

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

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.

9. **INDEMNIFICATION:** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

10. **INSURANCE:** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 9 above, Contractor shall secure and maintain throughout the Term of this Agreement the insurance with minimum limits as described in the attached Exhibit A, School Programs Insurance Requirements. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance. The Contractor will maintain general liability insurance, including automobile coverage, in an amount as may be reasonably necessary to assure compliance with the indemnification provision, herein above. Additional insurance may he required by ARUESD. The Contractor agrees to produce copies of the required policies of insurance upon request of ARUESD. All or certain of the requirements of this provision may be waived in writing by ARUESD; however, any waiver shall not affect the Contractor's other obligations under this Agreement.

11. **NON-DISCRIMINATION/AFFIRMATIVE ACTION:** No discrimination shall be made in the employment of persons under this agreement because of the race, color, national origin, age, ancestry, physical handicap, religion, or sex of such person or any other basis protected by law. The Board of Trustees of ARUESD maintains a policy of providing equal opportunity in all aspects of employment.

12. **LICENSE AND AUTHORITY:** The Contractor warrants that he/she/it will maintain all necessary licenses, registrations, and certifications during the term of this agreement, and that, if other than a natural person, it is duly authorized to enter into this agreement by its governing or controlling body. Contractor shall provide evidence or copies of all necessary licenses, registrations and certifications upon ARUESD's request, including Criminal Background Checks (fingerprint clearance) according to provisions in Ed. Code 45125.1.

13. **EQUIPMENT AND FACILITIES:** The Contractor will provide all necessary equipment and facilities to render his/her/its services pursuant to this agreement, unless the parties to this agreement specifically agree in writing that said equipment and facilities will provided in a different manner.

14. **EXPENSES:** The Contractor shall be responsible for all costs and expenses incident to the performance of services for ARUESD, including but not limited to: all costs of equipment provided by the Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against the Contractor, and all other of the Contractor's costs of doing business. ARUESD shall not be responsible for an expenses incurred by the Contractor in performing services for ARUESD except as provided by the agreement.

15. **TAX REPORTING/PAYMENT RESPONSIBILITIES:** ARUESD shall provide an annual statement of compensation paid on the appropriate federal and/or state information forms. The Contractor is responsible for payment of any federal and/or state tax amounts due.

16. **ASSIGNMENT:** Without the written consent of ARUESD, this agreement is not assignable by the Contractor, either in whole or in part.

17. **GOVERNING LAW AND LABOR CODE:** The validity of this agreement and any of its terms or provisions a well as the rights and duties of the parties hereunder shall be governed by the State of California. The Contractor shall be subject to and shall comply with all Federal, State, and Local laws and regulations applicable with respect to its performance under this contract, including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including non-discrimination. Contractor shall comply with the applicable provisions of the Labor Code, Section 1720-1861, State of California, especially in regards to prevailing wages, copies of which are available at the District Office.

18. **AMBIGUITY:** The parties to this agreement, and each of them, hereby represent that the language contained herein is to be construed jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

19. **APPROVALS:** These signatures attest the parties' agreement hereto:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Program Manager: _____ Date: _____

Director of Fiscal Services: _____ Date: 12/11/24

Asst. Supt., Bus. Services: _____ Date: 12/11/24

Superintendent: _____ Date: _____

CONTRACTOR:

Name of Company/Contractor: EAST SIDE EDUCATION FOUNDATION

Signature: _____ Date: 11/1/24

Printed Name: Denise Johnson Title: Vice President

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

With the exception of professional liability insurance, if applicable, all policies shall be written on an occurrence form. If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable to the District.

Special Risks or Circumstances. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

Contractor/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the Public Entity.

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. I have read, understand, and agree to comply with the Indemnity and Insurance requirements supplied with this Purchase Order.

Date: 11/1/24

Name of Contractor or Company: EAST SIDE EDUCATION FOUNDATION

Representative's Name and Title: Manny Barbara

Signature:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
NETWORK SECURITY & PRIVACY "CYBER" LIABILITY INSURANCE REQUIREMENTS

NETWORK SECURITY & PRIVACY "CYBER" LIABILITY: Subject to the limit of $2,000,000 per claim to be maintained for the duration of the agreement/contract and three years following its termination, to respond to privacy and network security liability claims including but not limited to:

NETWORK SECURITY & PRIVACY "CYBER" LIABILITY - arising from theft, dissemination, and/or use of District confidential information including, but not limited to, bank, credit card account, and personally identifiable information such as name, address, social security numbers, student records, etc., regardless of how the information is stored or transmitted.

NETWORK SECURITY & PRIVACY "CYBER" LIABILITY - security liability arising from (i) the unauthorized access to, use of or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or District data, including denial of service, unless caused by a mechanical or electrical failure.

NETWORK SECURITY & PRIVACY "CYBER" LIABILITY - arising from the introduction of a computer virus into, or otherwise causing damage to, an employee's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon.

NETWORK SECURITY & PRIVACY "CYBER" LIABILITY - Crisis-management expenses (i.e. notification, public relations, reputation damage, forensics, etc.) for a data breach.

Date: 11/1/24

Name of Contractor or Company: EAST SIDE EDUCATION FOUNDATION

Representative's Name and Title: Manny Barbara

Signature: Manny Barbara

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Exhibit B

TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the services that are the subject of the Agreement:

☑ The Contractor has **complied** with the tuberculosis requirements of Education Code section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

☐ Contractor's will not have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2. District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Contractor's services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District pupils.

☐ **To be completed by authorized District employee only.**

Contractor's services under the Agreement will be provided at a school. Contractor employees and/or subcontractor or supplier of any tier of Agreement shall **NOT** come in contact with District pupils. Contractor's employees will not have direct contact with District pupils and the District will take appropriate steps to protect the safety of any pupils while executing this contract. As an authorized District official, I am familiar with the facts herein certified, and am authorized to supervise the contract, employees and execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

Signature: _____

OR

Must be completed by Contractor's authorized representative.

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: _____

Name of Contractor or Company: EAST SIDE EDUCATION FOUNDATION

Signature: _____

Print Name and Title: Manny Barrera, VP, Board

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Exhibit C

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below must be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Special Services ("Agreement"):

☑ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its **compliance** with these provisions as follows:

Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

☐ Contractor's will not have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2. District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Contractor's services under the Agreement are to be provided at an unoccupied school site only, District Office only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District pupils.

☐ **To be completed by authorized District employee only.**

Contractor's services under the Agreement will be provided at a school. Contractor employees and/or subcontractor or supplier of any tier of Agreement shall **NOT** come in contact with District pupils. Contractor's employees will not have direct contact with District pupils and the District will take appropriate steps to protect the safety of any pupils while executing this contract so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to supervise the contract, employees and execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

Signature: _____

OR

Must be completed by Contractor's authorized representative.

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: 11-1-24

Name of Contractor or Company: EAST SIDE EDUCATION FOUNDATION

Signature: _____

Print Name and Title: Manny Barbera, V.P. Board

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Notice of Policy on Business Gifts and Conflicts of Interest

The following is Alum Rock Union Elementary School District's (ARUSD) policy on business gifts and conflicts of interest. Please sign and return a copy of this policy, acknowledging that you have received it and agree to abide by its terms. We also ask that you circulate the policy to any individuals in your organization that have contact with ARUSD employees.

1. Selection criteria. Vendors are selected based on the quality, timeliness, and cost of the service and/or product they provide. All business decision for ARUSD are to be based solely on what is in the best interest of ARUSD.
2. No gifts. ARUSD employees may not solicit or accept gifts, rewards, payment, commissions, gratuities, discounts, or services of any kind or value from anyone having or seeking business with ARUSD except as follows:
   a) unsolicited token gifts such as food, flowers, and promotional items inscribed with the supplier's or customer's logo or business name, with nominal values generally not exceeding $470 in a calendar year.
   b) business-related functions or meals, so long as the function is necessary and the value and frequency of business meals are not excessive.
3. No personal benefit for employees. ARUSD employees may not have any personally beneficial financial dealings with any individual or business organization that furnishes merchandise, supplies, property, or services to ARUSD. This includes arrangements to receive loans (other than bank loans), commissions, royalties, stock ownership, or anything of value. ARUSD employees are also prohibited from purchasing items for personal use from vendors.
4. Personal investments. ARUSD employees directly concerned with the purchase of merchandise and services from supplier firms, including management personnel with approval authority, may not make investments in those companies, other than normal stock and bond market transactions.
5. No benefit for relatives; disclosure required. ARUSD employees may not make or influence any decision that could directly or indirectly benefit a relative and should disclose to ARUSD whenever a relative has a significant interest in a transaction or a significant relationship with an ARUSD vendor.
6. All employees covered. This policy applies to all ARUSD officers, managers, and employees. Violations of this policy may result in disciplinary action, up to and including termination.
7. Penalties for vendors. Any vendor who violates this policy shall be subject to the immediate and permanent loss of ARUSD business.

As a valued vendor of ARUSD, please acknowledge your receipt of this policy and your agreement to abide by it.

Received and agreed to on behalf of vendor by:

Signature: _____ Printed Name: Manny Barbera

Title: Vice President Date: 11/1/24

Vendor Name: EAST SIDE EDUCATION FOUNDATION

Vendor Address: 645 Wool Creek Road, San Jose, CA 95112

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
SCHOOL PROGRAMS INSURANCE REQUIREMENTS

Indemnification: Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amounts indicated below.

Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, **including products and completed operations, property damage, bodily injury, sexual misconduct, and personal & advertising injury** with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. (Refer to chart below.)

Automobile Liability. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage. If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. (Refer to chart below.)

Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. (Refer to chart below.)

Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. At least a 2 year tail when written on a claims made form is required. (Refer to chart below)

Type of Coverage Minimum Requirement
Commercial General Liability Insurance, (including Bodily Injury, Personal Injury, Sexual Misconduct, Property Damage, Advertising Injury, and Medical Payments)
Each Occurrence $1,000,000
General Aggregate $2,000,000
Automobile Liability Insurance - Any Auto
Each Accident $1,000,000
General Aggregate No Aggregate
Professional Liability $1,000,000
Workers Compensation Statutory Limits
Employer's Liability $1,000,000

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance.

Proof of Carriage of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered with ACORD forms in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

Contractor shall provide such notice: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice, and renewal certificates and endorsements should be received before the renewal dates."

Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent. (If a contractor is contracting for multiple sites, have the certificate of insurance made out to Alum Rock Union Elementary School District for the fiscal year.)

The Entity, its officers, officials, employees, and volunteers are to be included as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The additional insured status can be provided in the form of an endorsement to the Contractor's insurance (form CG D4 17 01 12).
A certificate of insurance evidencing that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are included as additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. The Additional Insured coverage under the Contractor's general liability policy shall be "primary and non-contributory" and will not seek contribution from the Public Entity's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

Waiver of Subrogation. Contractor hereby grants to District a waiver of any right to subrogation which any general liability, auto liability, workers' compensation and umbrella insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer. This may be done either by policy endorsement or inclusive policy language.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: SUPERINTENDENT'S OFFICE (School/Dept.) VENDOR NO. _____

Submitted by: GERMAN CERDA

☑ 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: EAST SIDE EDUCATION FOUNDATION

Address: 645 Wool Creek Drive City: SAN JOSE State: CA Zip: 95112

Phone: (408) 641-0432 Email Address: HELLO@EASTSIDE-FUND.ORG

SSN: _____ or Fed I.D. #: 26-4148665

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 30, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

ESEF will provide Consulting Services:
Create and Implement a school closure process to include preparation and facilitation of the School Closure Committee.
Provide consultation to the superintendent and staff on the school closure process.

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

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

☑ b. **Other:** $NTE $ 20,000 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	0000	7100	000000	710	7110	$ 20,000 NTE	

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT
DISTRICT GUIDELINES

STOP!!!

Please complete questionnaire below before completing Independent Contractor form.

Contractor Name: EAST SIDE EDUCATION FOUNDATION

PART I	YES	NO
1. Has this category of worker already been classified an "employee" by the IRS? (i.e. administrators, teachers/instructors, substitutes, school bus drivers, clerical staff, athletic coaches, tutors, cafeteria workers, counselors, examination monitors, proctors, librarians, nurses, psychologists, intern psychologists, individuals "filling in" on an interim basis, specialty teachers)		X
2. Is this individual working as an employee prescribed by the Education Code?		X
3. Is the individual already an employee of the district in another capacity?		X
4. Has the individual performed substantially the same services for the district as an employee in the past?		X
5. Are there currently employees of the district doing substantially the same services as will be required of this individual?		X
6. Does the district have the **legal right** to control the method of performance by this individual?		X
7. Are the services, as being provided, an integral part of school operations?		X
If the answer to any of the above questions is **"YES" --- STOP HERE!!!** Do not complete the rest of the questions. The individual is the district's employee and must be paid through payroll as a contracted employee. Call Human Resources for further details.		
If all of the above are **"NO", continue...**		
PART II	YES	NO
8. Must the required services be performed by this individual?		X
9. Does the district have a continuing relationship with this individual?		X
10. Can this relationship be terminated without the consent of both parties?		X
If the answer to the question 8, 9, or 10 is **"YES"**, there is a good possibility that an employment relationship exists. Questions 8 & 9 are indicators of district control that, in conjunction with other factors, imply an employment relationship. Go back to PART I and re-evaluate each question. If questions 1-7 are still all **"NO"** continue...		
11. Does the individual operate an independent trade or business that is available to the general public?	X	
12. Does the individual have a substantial investment in his/her business, (i.e. maintains a facility, equipment, etc.)?	X	
If either 11 or 12 are **"NO"**, the individual is a district employee **STOP HERE** and process the individual through Human Resources and payroll.		
If 11 and 12 are both **"YES"**, continue...		
13. Does the individual provide all materials and support services necessary for the performance of this service?	X	
14. Is this paid by the job or on a commission?	X	
15. Does the individual bear the cost of any travel and business expenses incurred to perform this service?	X	
If 11 and 12 are **"YES"**, 13 through 15 should also be **"YES"** and are items that should be written into the Independent Contract. This individual is an Independent Contractor. A **"YES"** on questions 13 through 15 supports the district's conclusion and substantiates a "reasonable basis" for treatment as independent contractor. While there are circumstances where the district may pay contractually provided expenses, these should be kept at a minimum to avoid giving the impression of an employment relationship.		

By signing below, Contractor and Program Manager attest that they have reviewed District guidelines and certify that the information above is true and correct.

Contractor Signature: _____ Date: 11/1/24

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

East Side Education Foundation
645 Wool Creek Dr
San Jose, CA 95112

East Side Education Foundation

October 1, 2024.

Teresa DeCelles, Assistant Superintendent of Business Services
Alum Rock Union School District
2930 Gay Ave
San Jose, CA 95127

RE: Contract for Consulting Services

Dear Ms. DeCelles,

The following will serve as a proposal for services contracted between the East Side Education Foundation and the Alum Rock Union School District. The East Side Education Foundation will provide the following services to the Alum Rock Union School District:

1. Create and Implement a school closure process to include preparation and facilitation of the School Closure Committee.
2. Consultation to the superintendent and staff on the school closure process.
3. Be available to the superintendent and staff on an ongoing basis to assist on all issues related to the ongoing success of the Alum Rock School District, including at public meetings and board meetings as requested by the superintendent.

This agreement will be valid until December 30, 2024.

Total fee payable to the East Side Education Foundation: $20,000

Sincerely,

Manny Barbara,
ESEF, Board Vice President

cc: Dan Moser, Board President
Denise Johnson, Director of Finances and Operations

5.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **2024 – 2025 First Interim Report**

Staff Analysis: The First Interim Report is one measure designed to help the County and ultimately the State to monitor each school district's fiscal health. According to the State requirements, in order to have a Positive Certification, ARUESD must project at least 3% in unrestricted reserves in each of the current and following two years. Districts that may not meet this requirement receive a qualified budget certification and Districts that do not demonstrate that they will meet this requirement receive a negative budget certification. If any problems are anticipated, the County will offer immediate fiscal management advisory services.

School districts in California are required to maintain their financial affairs in accordance with prudent financial management principles. Those principles were strengthened and codified in 1991 with the passage of AB 1200. The increased oversight provided by AB 1200 was in response to a number of school district near-bankruptcies, requests for state loans, and defaults on school district financial obligations.

The statute requires school districts to self-certify budgets, interim reports, unaudited actuals, and disclosure statements related to collective bargaining. The law also requires county offices of education (COE) to review the various certifications and determine whether the financial position of the district is in conformance with state-recommended standards and criteria. The COE is empowered to initiate action if problems are disclosed or discovered. That action may take the form of additional questions or warnings, a lowering of the self-rating from "positive" to either "qualified" or "negative," appointment of a fiscal advisor, or more stringent measures if the situation warrants.

The Alum Rock Union Elementary School District is presenting a Qualified Certification of its financial condition. This means that the District may not meet its financial obligations for the current fiscal year or subsequent two years.

Recommendation: Staff recommends approval of the First Interim Financial Report for 2024 – 2025.

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

To the Board of Trustees:

Recommend Approval

5.01
Agenda Placement

Meeting: December 19, 2024
Regular Board Meeting

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

APPROVED: _____ NOT APPROVED: _____ TABLED: _____

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____ Date: _____
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: December 19, 2024 Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

_____ POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

X QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

_____ NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Michael Fogel Telephone: 408-928-6847

Title: Director of Fiscal Services E-mail: michael.fogel@arusd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Projected funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.		X
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since budget adoption meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since budget adoption that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?		X
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since budget adoption by more than $20,000 and more than 5% for any of the current or two subsequent fiscal years?	X	
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2023-24) annual payment?		X
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?	X	
		• If yes, have there been changes since budget adoption in OPEB liabilities?	n/a	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since budget adoption in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of first interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)		X
		• Classified? (Section S8B, Line 1b)		X
		• Management/supervisor/confidential? (Section S8C, Line 1b)	n/a	
S8	Labor Agreement Budget Revisions	For negotiations settled since budget adoption, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

5.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: **Strategic Energy Plan - Next Phase Implementation**

Staff Analysis: Staff is making the recommendation of the following sites to be included as part of the RFP package to solicit and enter into a Power Purchase Agreement for electrical power.

- District Office
- Hubbard Media Arts Academy
- Renaissance at Fischer
- Renaissance at Mathson
- Russo/McEntee Academy
- San Antonio Elementary
- Sheppard Middle School

Recommendation: Staff recommends the Board of Trustees approve the above district owned sites as part of the RFP to solicit and enter into a Power Purchase Agreement.

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: December 19, 2024

Recommended Approval

5.02
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Recommended Sites – RFP Packet
December 19, 2024 Board Meeting



ALUM ROCK UNION SCHOOL DISTRICT

REVISED SOLAR SCOPE

Prepared by:
ARC Alternatives
Dec 11, 2024

SITE LIST

#	Site Name	System Size (kW)	Production Target (kWh)
1	District Office	396	646,000
2	Hubbard Media Arts Academy	228	371,000
3	Renaissance at Fischer	339	552,000
4	Renaissance at Mathson	305	497,000
5	Russo / McEntee Academy	104	179,000
6	San Antonio Elementary	186	474,000
7	Sheppard Middle School	254	634,000
	Total	**1,812**	**3,353,000**

District Office

2930 GAY AVE., SAN JOSE CA

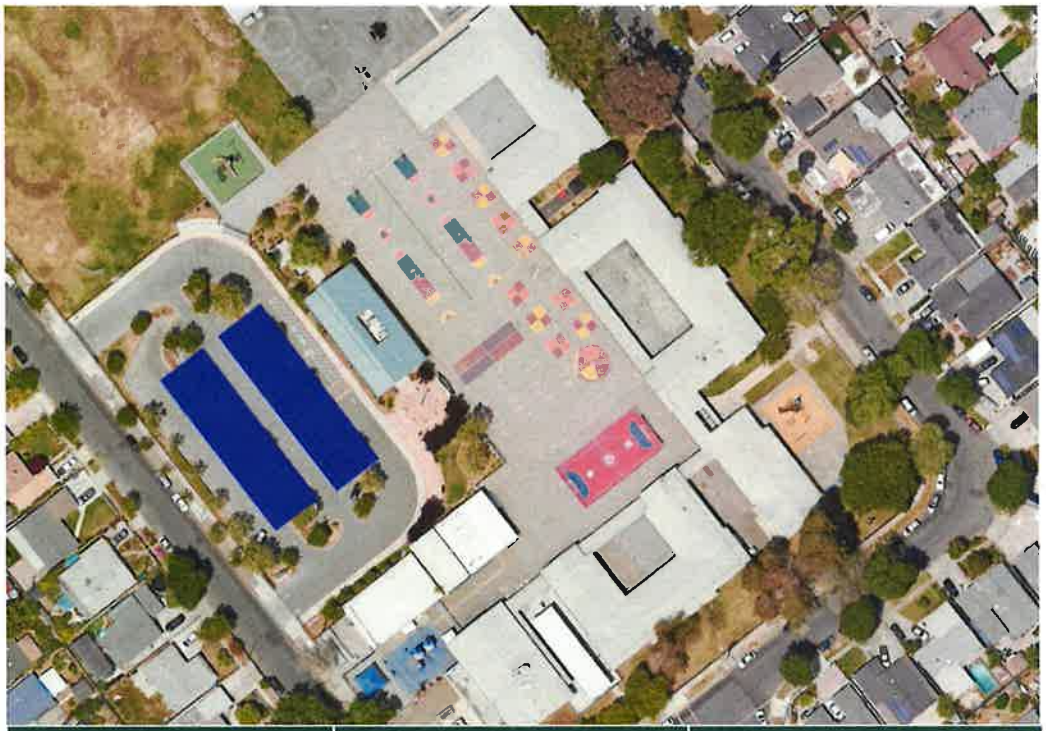


396 kW	646,000 kWh	98%
System Size	Annual Energy Production	Energy Offset



Hubbard Media Arts Academy

1680 FOLEY AVE., SAN JOSE CA



228 kW	371,000 kWh	98%
System Size	Annual Energy Production	Energy Offset



Renaissance at Fisher

1720 HOPKINS DR., SAN JOSE CA



339 kW	552,000 kWh	98%
System Size	Annual Energy Production	Energy Offset



Renaissance at Mathson

2050 KAMMERER AVE, SAN JOSE, CA 95116



305 kW	497,000 kWh	97%
System Size	Annual Energy Production	Energy Offset



Russo / McEntee Academy

2851 GAY AVE., SAN JOSE CA



104 kW	169,000 kWh	99%
System Size	Annual Energy Production	Energy Offset



San Antonio Elementary

1855 E SAN ANTONIO ST., SAN JOSE CA



186 kW	303,000 kWh	97%
System Size	Annual Energy Production	Energy Offset



Sheppard Middle School

480 ROUGH AND READY RD., SAN JOSE CA



254 kW	414,000 kWh	97%
System Size	Annual Energy Production	Energy Offset



Alum Rock Union School District
Original Strategic energy plan
April 22, 2024



ALUM ROCK UNION SCHOOL DISTRICT

STRATEGIC ENERGY PLAN

Prepared by:
ARC Alternatives
April 22, 2024

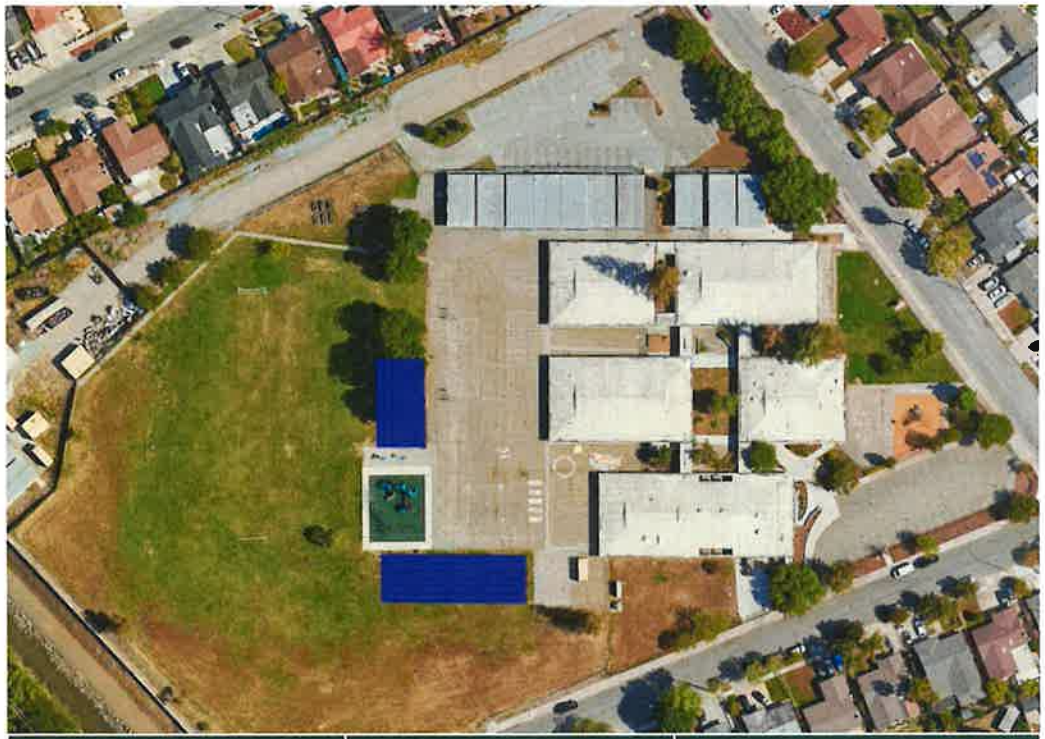
SITE LIST

#	Site Name	System Size (kW)	Production Target (kWh)
1	Adelante Academy – Ridgemont Dr	152	325,000
2	District Office	396	716,000
3	A. J. Dorsa Elementary	157	270,000
4	Aptitud Academy	117	197,000
5	Cesar Chavez Early Learning Center	112	202,000
6	Adelante Academy – Cinderella Ln	92	212,000
7	Renaissance at Fischer	339	552,000
8	Donald Meyer Elementary	104	170,000
9	Horace Cureton Elementary	109	185,000
10	Joseph George Middle	236	385,000
11	Renaissance at Mathson	305	497,000

#	Site Name	System Size (kW)	Production Target (kWh)
12	Linda Vista Elementary	129	304,000
13	Lyndale Elementary	191	311,000
14	Millard McCollam Elementary	99	162,000
15	Hubbard Media Arts Academy	228	371,000
16	Ocala STEAM Academy	252	444,000
17	Russo / McEntee Academy	104	179,000
18	Ryan STEAM Academy	92	180,000
19	San Antonio Elementary / LUCHA	291	474,000
20	Sylvia Cassell Elementary	143	260,000
21	William Sheppard MS / Ben Painter ES - NEMA	389	634,000
	Total	**4,037**	**7,030,000**

Adelante Academy – Ridgemont Dr.

2999 RIDGEMONT DR., SAN JOSE CA



152 kW	248,000 kWh	98%
System Size	Annual Energy Production	Energy Offset



District Office

2930 GAY AVE., SAN JOSE CA



396 kW	646,000 kWh	98%
System Size	Annual Energy Production	Energy Offset



A. J. Dorsa Elementary

1290 BAL HARBOR WAY, SAN JOSE CA



157 kW	256,000 kWh	109%
System Size	Annual Energy Production	Energy Offset



Aptitud Academy

2475 VAN WINLKE LN., SAN JOSE CA



117 kW	191,000 kWh	98%
System Size	Annual Energy Production	Energy Offset



Cesar Chavez Early Learning Center

2000 KAMMERER AVE., SAN JOSE CA

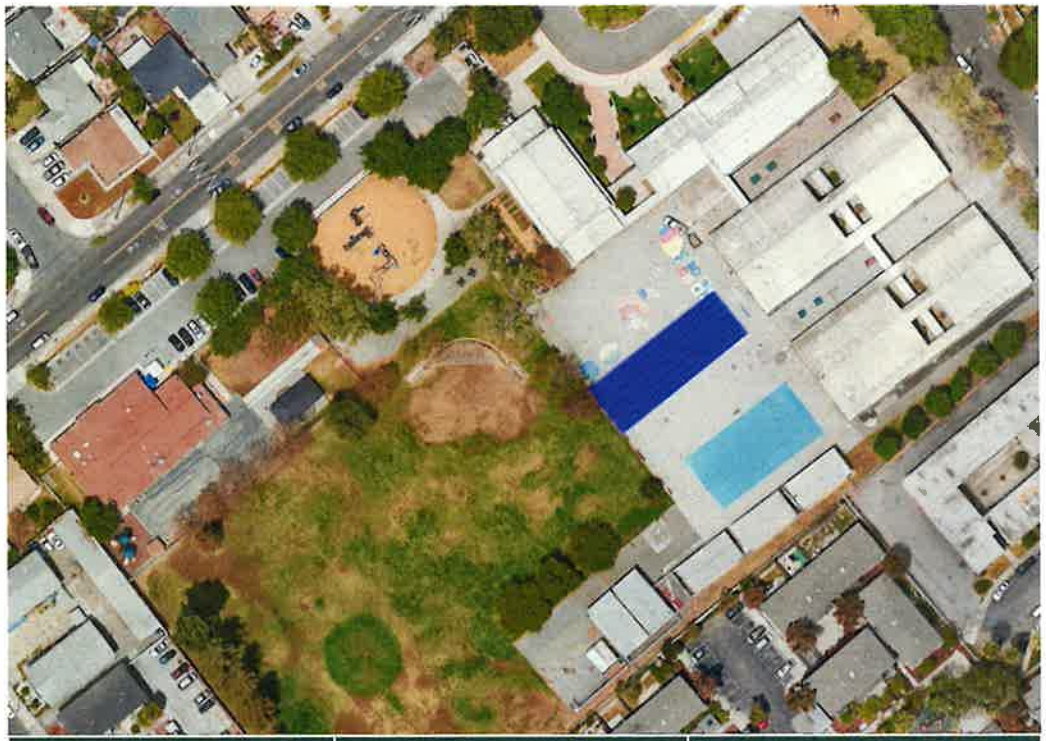


112 kW	202,000 kWh	98%
System Size	Annual Energy Production	Energy Offset



Adelante Academy – Cinderella Ln

1970 CINDERELLA LN., SAN JOSE CA



92 kW	151,000 kWh	98%
System Size	Annual Energy Production	Energy Offset



Clyde L. Fisher Middle

1720 HOPKINS DR., SAN JOSE CA

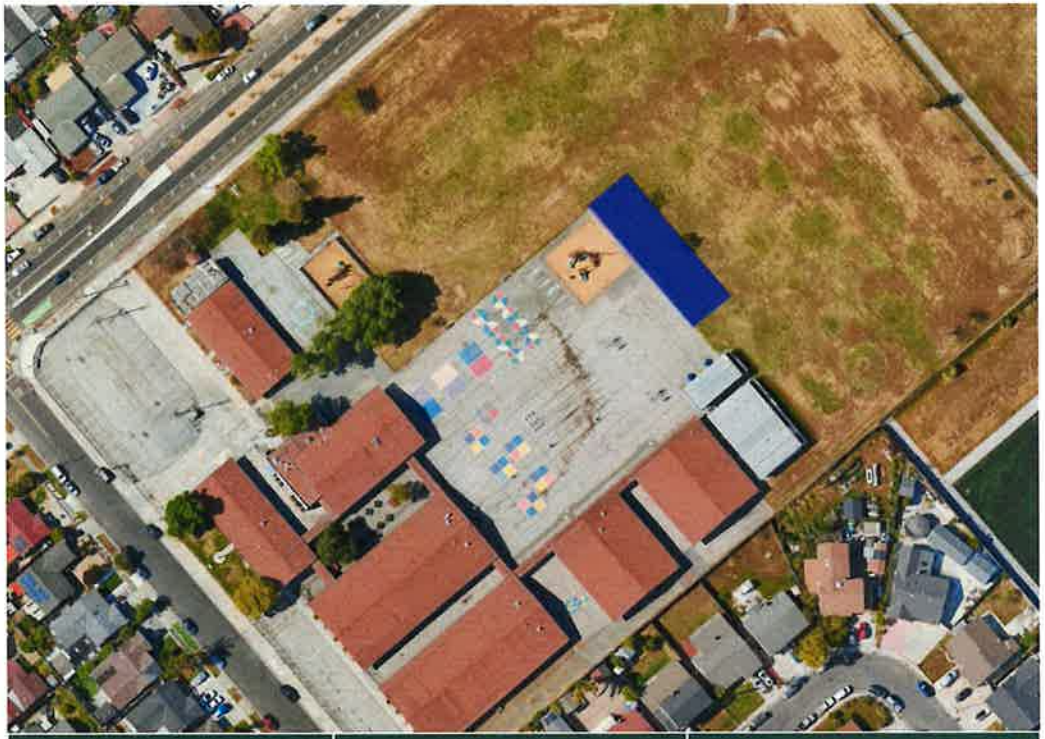


339 kW	552,000 kWh	98%
System Size	Annual Energy Production	Energy Offset



Donald Meyer Middle School

1824 DAYTONA DR., SAN JOSE CA



104 kW	170,000 kWh	98%
System Size	Annual Energy Production	Energy Offset



Horace Cureton Elementary

3720 E HILLS DR., SAN JOSE CA



109 kW	178,000 kWh	98%
System Size	Annual Energy Production	Energy Offset



Joseph George Middle

277 MAHONEY DR., SAN JOSE CA



236 kW	385,000 kWh	98%
System Size	Annual Energy Production	Energy Offset



Lee Mathson Middle

2050 KAMMERER AVE, SAN JOSE, CA 95116

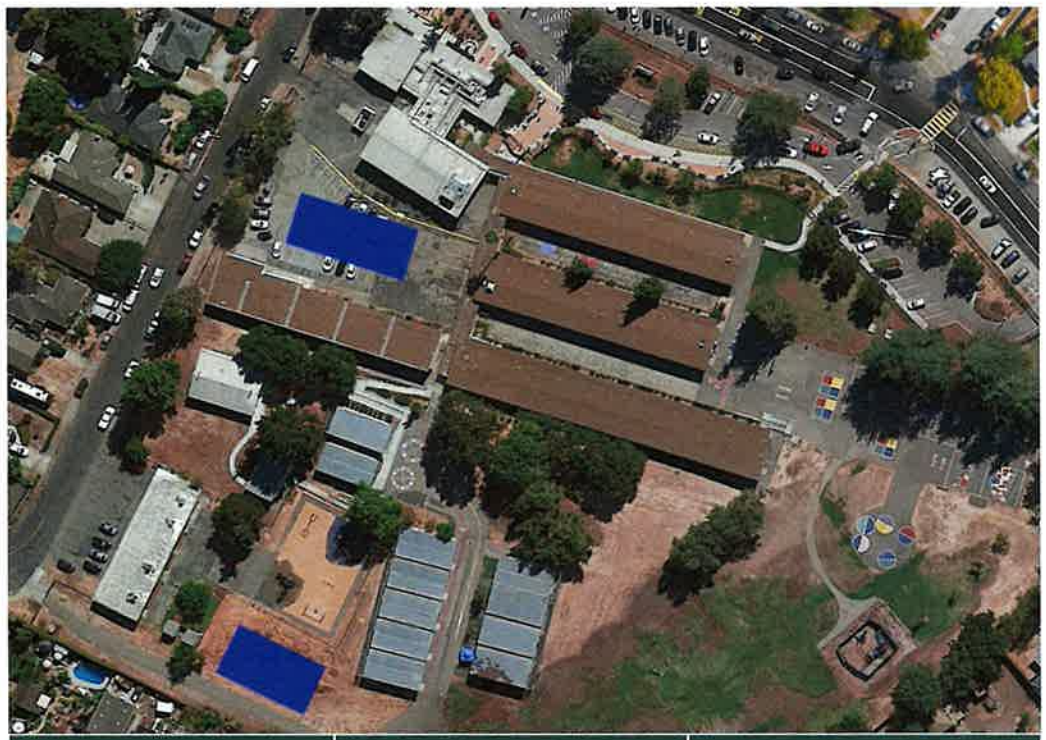


305 kW	497,000 kWh	97%
System Size	Annual Energy Production	Energy Offset



Linda Vista Elementary

100 KIRK AVE., SAN JOSE CA



129 kW	211,000 kWh	98%
System Size	Annual Energy Production	Energy Offset



Lyndale Elementary

13901 NORDYKE DR., SAN JOSE CA



191 kW	311,000 kWh	98%
System Size	Annual Energy Production	Energy Offset



Millard McCollam Elementary

3311 LUCIAN AVE., SAN JOSE CA

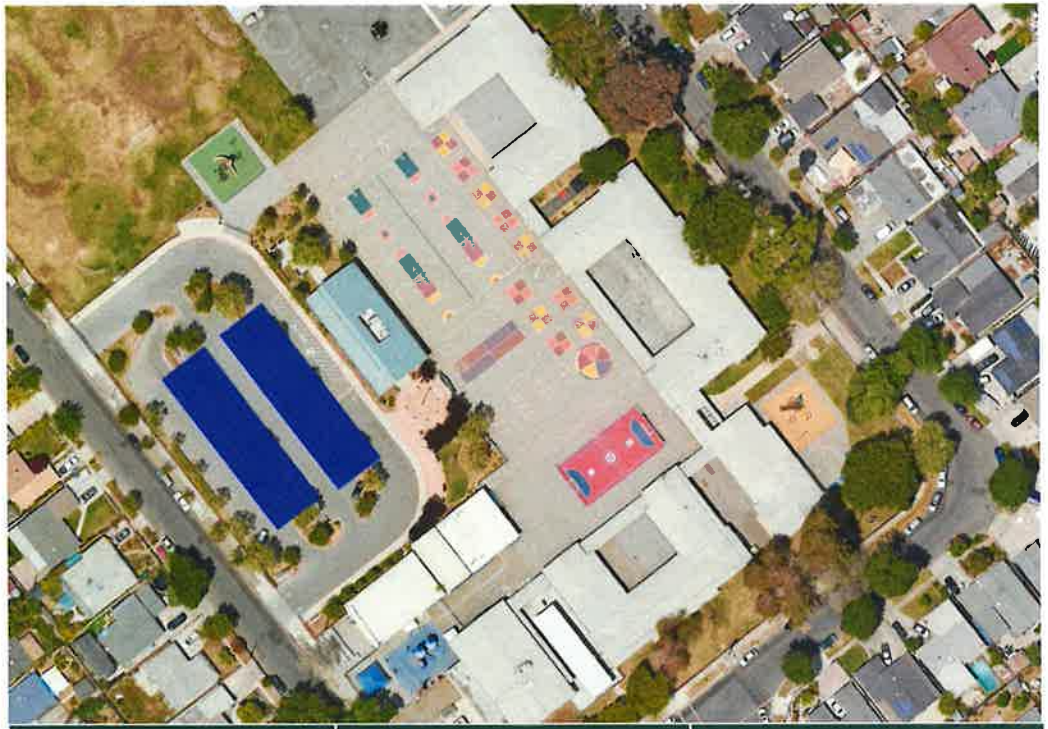


99 kW	162,000 kWh	98%
System Size	Annual Energy Production	Energy Offset



Hubbard Media Arts Academy

1680 FOLEY AVE., SAN JOSE CA



228 kW	371,000 kWh	98%
System Size	Annual Energy Production	Energy Offset



Ocala STEAM Academy

2800 OCALA AVE., SAN JOSE CA



252 kW	412,000 kWh	98%
System Size	Annual Energy Production	Energy Offset



Russo / McEntee Academy

2851 GAY AVE., SAN JOSE CA



104 kW	169,000 kWh	99%
System Size	Annual Energy Production	Energy Offset



Ryan STEAM Academy

1241 MCGUINNESS AVE., SAN JOSE CA



92 kW	150,000 kWh	98%
System Size	Annual Energy Production	Energy Offset



San Antonio Elementary

1855 E SAN ANTONIO ST., SAN JOSE CA



186 kW	303,000 kWh	97%
System Size	Annual Energy Production	Energy Offset



LUCHA Elementary

1711 E SAN ANTONIO ST, SAN JOSE CA



105 kW	171,000 kWh	97%
System Size	Annual Energy Production	Energy Offset



Sylvia Cassell Elementary

1300 TALLAHASSEE DR., SAN JOSE CA



143 kW	233,000 kWh	98%
System Size	Annual Energy Production	Energy Offset



Ben Painter Elementary

500 ROUGH AND READY RD., SAN JOSE CA



135 kW	220,000 kWh	97%
System Size	Annual Energy Production	Energy Offset



William Sheppard Middle School

480 ROUGH AND READY RD., SAN JOSE CA



254 kW	414,000 kWh	97%
System Size	Annual Energy Production	Energy Offset



5.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: December 6, 2024

Subject: **Renewal of the Premises Use Agreement (PUA) Between the District and City of San Jose to Allow the City's Office of Emergency Management to Use Certain Facilities Owned by the District During Emergencies for Shelter or Mass Care Services**

Staff Analysis: Due to COVID-19, the City of San Jose is requesting the District's permission to amend the Premises Use Agreement to include use of the facilities for food distribution services and to include additional facilities owned by ALUM ROCK SCHOOL DISTRICT as specifically identified in Amended Exhibit A ("Premises").

Recommendation: Staff is recommending the Board of Trustees approve the Renewal PUA between the District and the City of San Jose to allow the City of San Jose to use certain facilities owned by the District as Emergency Operations Centers during emergency situations as presented.

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

To the Board of Trustees: Meeting: December 19, 2024
Regular Board Meeting

Recommend Approval

5.03
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

PREMISES USE AGREEMENT

This Premises Use Agreement ("Agreement") is hereby made and entered into on this ___ day of _____ ("Effective Date") by and between CITY OF SAN JOSE, a municipal corporation ("City") and the ALUM ROCK UNION SCHOOL DISTRICT, a political subdivision of the State of California ("Owner").

RECITALS

WHEREAS, City's Office of Emergency Management desires to use certain facilities owned by Owner as specifically identified in Exhibit A ("Premises") for the use of Mass Care Services during emergencies which may include Sheltering, Commodity Points of Distribution (C-POD), a Disaster District Office (DDO), and/or a Reunification and Notification Center if feasible; and

WHEREAS, Owner is willing to permit City to use its Premises at no cost to City; and

NOW, THEREFORE, in consideration of these mutual covenants herein, the parties hereto agree as follows:

SECTION 1. USE OF PREMISES.

City may use the Premises, or parts thereof, identified in **Exhibit A**, throughout the term of this Agreement as provided herein.

A. City may use the Premises or parts thereof for emergency services including but not limited to the following operations and as indicated in **Exhibit B**:
   i. Service Center (operations, client services, or volunteer intake), including any of the following uses:
      a. Shelter – Human shelter only or human shelter co-locating with animals for overnight sheltering or temporary evacuation point (TEP).
      b. Commodity Points of Distribution (C-POD) - service operation for the public to receive food, water, medical countermeasures, and/or essential equipment and supplies identified during the emergency event.
      c. Disaster District Office (DDO) - City Council district field office to provide and gather essential emergency information for the public via office hour sessions and/or community meeting.
      d. Reunification and Notification Center (Facility) – space created for reunifying survivors with their family members or loved ones and utilizing a separate space for hospitalization notifications or death notifications of victims to family members or loved ones.
   ii. Storage of equipment & supplies which include durable and consumable goods.
   iii. Parking of vehicles for clients and staff involved in the emergency operation response.

B. Notice of Premises Access: City may use the Premises, or parts thereof, at the Owner's sole discretion when City provides telephone or written notice to the Premises Coordinator or Back-up Premises Coordinator, as identified in Section 4, that the Emergency Operations Center (EOC) has been activated and receives authorization from the Premises Coordinator (or Back-up) to use the Premises, or parts thereof, on the agreed date(s). The Owner will provide telephone numbers at which the Premises Coordinator and Back-up Premises Coordinator can be reached 24 hours a day. Telephone and written notices include phone and video calls (Zoom and Microsoft Teams), email, text, and Zoom and Microsoft Teams chat.

SECTION 2. PREMISES MANAGEMENT

A. Premises Management: The City of San Jose will designate a City of San Jose official to manage the activities at the Premises ("City of San Jose Manager"). Owner will designate a Premises Coordinator to coordinate with the City of San Jose Manager (or designee) regarding the use of the Premises by the City.

B. Security/Safety: In coordination with the Premises Coordinator, the City of San Jose Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Premises.

C. Signage and Publicity: The City of San Jose may post signs identifying the Premises as a site of the City of San Jose operations in locations approved by the Premises Coordinator. The City of San Jose will remove such signs when the City of San Jose's activities at the Premises are concluded. The Owner will not issue press releases or other publicity concerning the City of San Jose's activities at the Premises without the express, written consent of the City of San Jose's Manager. The Owner will refer all media questions about the City of San Jose activities to the City of San Jose's Manager.

D. Only when the Premises are being used as a shelter or service center, will the following apply.
   i. Food Services: Upon request by the City of San Jose, and if such resources are available, the Owner will make the food service resources of the Premises, including food, supplies, equipment, and food service workers, available to feed the shelter occupants. The Premises Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the City of San Jose Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and the City of San Jose Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Premises is turned over to the City of San Jose. When the City of San Jose vacates the Premises, the City of San Jose Manager and Premises Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the City of San Jose's activities at the Premises.
   ii. Custodial Services: Upon request of the City of San Jose and if such resources exist and are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Premises. The Premises Coordinator will designate a Premises Custodian to coordinate the provision of these services at the direction of and in cooperation with the City of San Jose's Manager.

E. Closing the Premises: The City of San Jose will notify the Owner or Premises Coordinator of the date when the City of San Jose will vacate the Premises. Before the City of San Jose vacates the Premises, the City of San Jose Manager and Premises Coordinator will jointly conduct a post-occupancy inspection, any damage shall be documented on the Premises Opening & Closing Inspection Form, attached as **Exhibit C**, and any changes to inventory shall be documented on the Premises Inventory Form, attached as **Exhibit D**.

SECTION 3. PROPERTY CONDITION

The Premises Coordinator and City of San Jose Manager (or designee) will jointly conduct a survey of the Premises before it is turned over to the City for its use. They will use the Detailed Premises Opening & Closing Inspection Form, attached as **Exhibit C**, to record any existing damage or conditions. They will use the Premises Inventory Form, attached as **Exhibit D**, to document the

consumable items available for use at the Premises. The Premises Coordinator will identify and secure all equipment in the Premises that the City should not use. The City will exercise reasonable care while using the Premises and will not modify the Premises without the Owner's express written approval.

SECTION 4. NOTICE

Except for the notice for Premises access, all notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepared and return receipt requested, addressed to the respective parties as follows:

Owner: Alum Rock Union School District	City of San Jose
Address: 2930 Gay Avenue San José, 95127 (408)928-6800 www.arusd.org	200 East Santa Clara Street Tower, 9th Floor, Parks, Recreation and Neighborhood Services San Jose CA, 95113
Premises Coordinator shall be the Director of Maintenance, Operations and Transportation: Ed Villarreal Work Phone: 408-928-6872 Alternate / 24-Hour Phone: 408-687-1912 Email: ed.villarreal@arusd.org	City of San Jose Manager: Andrea Flores-Shelton Assistant Director of Parks, Recreation and Neighborhood Services or designee Work phone: 408-535-3570 Cell phone/pager: 408-834-0603
Backup Premises Coordinator shall be the Operations Manager: Juan Mendoza Work Phone: 408-928-6870 Alternate / 24-Hour Phone: 669-263-3476 Email: juan.mendoza@arusd.org	

Notices shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 5. TERM OF AGREEMENT.

The term of this Agreement shall be from the Effective Date of this Agreement to December 31, 2029.

A. Either party shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days' written notice of termination.
B. San Jose City Manager or his/her designee is authorized to terminate this Agreement on behalf of City.
C. Superintendent is authorized to terminate the Agreement on behalf of Owner.

SECTION 6. COMPENSATION.

A. Use Fee: Owner will not charge a fee for the use of the Premises in recognition of the emergency services the City of San Jose provides to the community.

B. Reimbursement: The City of San Jose will not reimburse the Owner for items claimed through property insurance, state or federal declared emergency funds, or any other source of reimbursement. The City of San Jose may reimburse the Owner for the following:

1. *(Only when Premises is used as a Service Center)* Reasonable costs associated with custodial and food service personnel which would not have been incurred but for the City of San Jose's use of the Premises. The City of San Jose will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff. The City will not request and the Owner will not provide any overtime services.
2. Reasonable costs to replace items used or consumed in the operation of the Premises as a Shelter or Service Center, including without limitation, food, toilet paper, paper towels, etc. All such items must be documented using **Exhibit D** at opening and closing for City reimbursement.
3. Reasonable, actual, out-of-pocket costs for the utilities indicated below, to the extent that such costs would not have been incurred but for the City of San Jose's use of the Premises. Both parties must initial all utilities to be reimbursed by the City of San Jose.

	Owner Initials	City Initials
Water		
Gas		
Sewer		
Electricity		
Waste Disposal		

The Owner will submit any request for reimbursement to the City of San Jose within 60 days after the occupancy of the City of San Jose ends. Any request for reimbursement must be accompanied by supporting invoices and documentation. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

SECTION 7. INSURANCE:

A. City maintains a self-insurance program as authorized under California Government Code Section 990.4. City agrees that its activities pursuant to this Agreement are covered under its self-insurance program.

B. City is self-insured against workers' compensation claims as authorized under California Labor Code Section 3700.

SECTION 8. RELEASE OF LIABILITY.

Owner waives and releases City from and against any and all rights, claims, demands, and damages, actions known or unknown, suspected or unsuspected, which Owner, its officers, agents, and employees may have or may acquire in the future based on damage to the Premises or personal property located in, on or about the Premises arising or resulting from City's use of the Premises under this Agreement, unless such damage is caused solely by the gross negligence or willful misconduct of the City. Section 1542 of the Civil Code of the State of California provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

It is expressly agreed that any and all rights granted to Owner under Section 1542 of the California Civil Code are hereby and expressly waived.

SECTION 9. PRIOR AGREEMENTS AND AMENDMENTS.

This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement.

SECTION 10. GOVERNING LAWS AND VENUE.

The laws of the State of California shall govern this Agreement. Any litigation resulting from this Agreement will be filed and resolved by a federal or state court in and for Santa Clara County, California.

SECTION 11. MISCELLANEOUS.

A. Non-Agency. The Owner is not an agent or employee of the City.
B. Waiver of Violation. The City's waiver of any violation of this Agreement by the Owner is not a waiver of any other violation by the Owner.
C. Assignability. Neither party may assign its rights or responsibilities under this Agreement to a third party without the written consent of the non-assigning party.
D. Severability. If a court finds any part of this Agreement unenforceable, all other parts shall remain enforceable.
E. Headings. The section and exhibit headings are for convenience only and are not to be used for interpreting this Agreement.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

"OWNER"

ALUM ROCK UNION SCHOOL DISTRICT

By _____
Name: Germán Cerda
Title: Superintendent

"CITY"

CITY OF SAN JOSE, a municipal corporation

By _____
Name: Sarah Zarate
Title: Director of Administration, Policy & Intergovernmental Relations

Approved as to legal form and content:

_____
Diana Yuan
Senior Deputy City Attorney

EXHIBIT A

List of Facilities

Ocala STEAM Academy
2800 Ocala Avenue
San José, CA 95148
(408) 928-8350
ocala.arusd.org

Renaissance Academy at Mathson
2050 Kammerer Avenue
San José, CA 95116
(408) 928-8500
renaissance.arusd.org

William Sheppard Middle School
480 Rough and Ready Road
San José, CA 95133
(408) 928-8800
sheppard.arusd.org

EXHIBIT B

FACILITY USE(S)

FOR INTERNAL CITY USE ONLY (*check all that apply*)	
☐ ALL Services	☐ Other Mass Care Service(s):
☐ Shelter	☐ Other Mass Care Service(s):
☐ C-POD	☐ DDO
☐ Reunification & Notification Center	☐ Storage
☐ Other Mass Care Service(s):	☐ Parking

EXHIBIT C

PREMISES OPENING & CLOSING INSPECTION FORM

Name of Facility_____ **Address**_____ **Date:** _____
Name of Owner's Premises Coordinator: _____ **Phone #**_____
Any damages or additional comments: _____

Opening Inspection					
Areas to Inspect When Opening the Facility (*Check yes, no, not applicable (NA) or unknown (U). Specific areas needing correction and those responsible for making them should be noted under "Comments". Take pictures of pre-existing damages*)					
Yes	**No**	**NA**	**U**	**Comments**	**Areas to Inspect**
					Are indoor and outdoor walking surfaces free of trip and fall hazards (e.g. uneven sidewalks,unprotected walkways, loose/missing tiles, wires, etc...)?
					Are the routes to exits relatively straight and clear of obstructions (e.g. blocked, chained, obstructed)?
					Are all emergency exits properly identified and secured, and there are at least two exits per floor?
					Are illuminated exit and exit directional signs visible from all aisles?
					Are all kitchen equipment and bathroom fixtures in working order?
					Is there an emergency evacuation plan posted and an identified meeting place?
					Are there guidelines for directing occupants to an identified assembly area away from the buildingonce they reach the ground floor?
					Are there any site specific hazards (e.g. hazardous chemicals and machinery)? If so, describe them
					Is the facility neat, clean and orderly?
					Are the following utility systems in good working order: electricity, water, sewage system, HVAC?
					Are fire extinguishers and smoke detectors present, inspected and properly serviced with current inspection tags?
					If power fails, is automatic emergency lighting available for exit routes, stairs and restrooms?
					Is there a back-up power source?
					Are first aid kits readily available and fully stocked? Where?
					Will occupants of the building be notified that an emergency evacuation is necessary by a public address system or alarm?
					Are floors and walls free of damage?
					Is the parking area free of damage?

City Manager Name & Title: _____
Signature: _____
Owner Premises Coordinator Name & Title: _____
Signature: _____

Closing

Date: _____ **Premise:** _____

Detail any damage and additional comments:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

City Manager:

_____
Name and Title

_____
Signature

Owner Premises Coordinator:

_____
Name and Title

_____
Signature

EXHIBIT D

PREMISES INVENTORY FORM

Facility Name/Location:_____ Date:_____

Contractor	Inventory Period	Area(s) Inventoried
Name:	o Opening o Operating o Closing	o All o Registration o Other _____

Item Name:	Quantity:	Disposition at Closing

City Manager
Name & Title: _____
Signature: _____

Owner Premises Coordinator
Name & Title: _____
Signature: _____

6.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **November 27, 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: **December 19, 2024**
Regular Board Meeting

Approval

6.01
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: December 19, 2024**

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Ryan	Natural Bridges	Santa Cruz	01/17/2025	4th	2	060-3010-0-5808-00-1110-1000-000000-100-1190 060-3010-0-5835-00-1110-1000-000000-100-1190	For students to learn about the migration of Monarch butterflies
Russo/ McEntee	Coyote Hills Regional Park	Freemont	01/22/2025	1st	2	060-9010-0-5808-00-1100-1000-000000-320-2320 060-9010-0-5835-00-1100-1000-000000-320-2320	Students will explore the wetlands of the Coyote Hills to learn ways to conserve natural resources.
Renaissance @ Mathson	CAL Academy of Sciences	San Francisco	01/24/2025	6th	4	060-3010-0-5808-00-1110-1000-000000-295-1190 060-3010-0-5835-00-1110-1000-000000-295-1190	Students will attend a planetarium show called The sun & space weather. Students will collect evidence to understand how air masses create weather.
McCollam / Painter/Hubbard	Chase Center	San Francisco	01/28/2024	4th-5th	3	060-2600-0-5808-00-1100-1000-020200-360-7392	Students from one enrichment program; Bollywood are performing at the half time of the Warriors game.
Aptitud	**Walden West Science Camp**	**Saratoga**	**12/16/2024 – 12/19/2024**	**5th**	**2**	**060-9010-0-5815-00-1110-1000-000000-120-2111 060-3010-0-5835-00-1110-1000-000000-120-1190**	**To provide a hands on immersive learning experience in environmental Science fostering a deeper understanding and appreciation of nature and sustainability.**

6.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: December 13, 2024

Subject: **Resolution No. 28-24/25**
Lunar New Year
January 29, 2025

Staff Analysis: Lunar New Year is one of the most important celebrations of the year among East and Southeast Asian cultures, including Chinese, Vietnamese, and Korean communities, among others. In 2025, the Lunar New Year begins on Wednesday, January 29th. The celebration begins with Lunar New Year's Eve and the Lunar New Year traditionally lasts fifteen days, through the sighting of the new moon. Alum Rock schools will join in celebration with academic, as well as, festive opportunities to engage all students in cultural understanding and celebration of the Lunar New Year!

Recommendation: Staff recommends approval of **Resolution No. 28-24/25**, Lunar New Year, as submitted.

Submitted by: Katie Wyatt KMW Title: Coordinator EDI, Academic Service

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

To the Board of Trustees: Meeting: December 19, 2024
Regular Board Meeting

Recommend Approval

6.02
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 28-24/25
PROCLAIMING January 29, 2025
"LUNAR NEW YEAR"

WHEREAS, in 2025, the Lunar New Year begins on Wednesday, January 29th, and traditionally lasts fifteen days awaiting sight of the new moon;

WHEREAS, the Alum Rock Union School District serves approximately 7,300 students, and approximately 480 Teachers; and

WHEREAS, the Alum Rock Union School District continuously strives to unite in celebrating all cultures;

WHEREAS, Lunar New Year is one of the most important celebrations of the year among East and Southeast Asian cultures, including Chinese, Vietnamese, and Korean communities, among others; and

WHEREAS, current ARUSD curriculum support tools offer a wide variety of instructional tools to engage learners in Lunar New Year understanding;

WHEREAS, Alum Rock Academic Services staff will provide structured resources for easily accessible material organized, by grade levels for all staff to utilize in celebration and recognition during Lunar New Year;

NOW, THEREFORE, BE IT RESOLVED that the Alum Rock Union School District joins with the California State Board of Education in proclaiming January 29, 2025 as *"Lunar New Year"* and encourages this occasion to be recognized and celebrated in Alum Rock Schools as an important cultural event: Lunar New Year 2025!

PASSED AND ADOPTED this 19th day of December, 2024, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Linda Chavez, President _____

Andrés Quintero, Vice-President _____

Minh Pham, Clerk _____

Corina Herrera-Loera, Member _____

Andrea Flores Shelton, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on December 19, 2024.

_____ _____

German Cerda, Superintendent Date

7.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **December 19, 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 CT Title: Asst. Superintendent, Human Resources

To the Board of Trustees:

Meeting: December 19, 2024
Regular Board Meeting

Recommend Approval

7.01
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

December 19, 2024

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Cook, Donna	Paraeducator 9.5mo/Cureton	11/25/2024
2.	Gunaraj, Priya	Paraeducator Special Education I/Hubbard	10/31/2024
3.	Singh, Deepti	Paraeducator Special Education I/San Antonio	11/18/2024
4.	Zegelin, Daniel J	Campus Paraeducator/Painter	12/09/2024

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

December 19, 2024

CERTIFICATED RESIGNATIONS:

I. Resignation:

1.	Barrett, Geoffrey	Ethnic Studies/Renaissance Academy II	12/31/2024
2.	Do, Dylan	4th Dual Immersion/Painter Elementary	12/20/2024

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

October 10, 2024, Regular Board Meeting
October 24, 2024, Special Board Meeting
November 14, 2024, Regular Board Meeting
November 21, 2024, Special Board Meeting

RECOMMEND APPROVAL

Submitted by: German Cerda Title: Superintendent

To the Board of Trustees: Meeting: December 19, 2024
Regular Board Meeting

Recommend Approval

8.01
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, October 10, 2024, 5:30 p.m. at the Alum Rock Union School Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #14-24/25

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

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

Administrative and Support Staff Members present were German Cerda (Superintendent), Sandra Garcia (Assistant Superintendent, Instructional Services), Teresa DeCelles (Assistant Superintendent, Business Services), Cesar Torrico (Assistant Superintendent, Human Resources), Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office)

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

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

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

There was no public comment.

3. Closed Session

3.01 Recess to Closed Session

The Board recessed to closed session.

4. RECONVENE TO OPEN SESSION

4.01 Report of Action Taken in Closed Session.

President Linda Chavez said there was a quorum.

Superintendent Cerda reported the following actions:

3.04 The Board voted 4/0 in favor of student no.42036918.

3.10 Title: Chief Bonds Officer has been changed to Interim Chief Bonds Officer effective October 10, 2024, 4/0, in favor of six months.

Human Resources Risk Management Coordinator 4/0 in favor

Director of Fiscal Services the Board voted 4/0.

There were no further actions to report.

5. Special Presentation

5.01 Presentation: Learning Communities for School Success Program (LCSSP).

Director of SEL Annya Artigas and Coordinator Julieta Flores gave a presentation regarding the Learning Communities for School Success Program.

5.02 Presentation: The East Side Education Foundation San Jose University Gear Up Grant.

Emmanuel Barbara gave a presentation regarding The East Side Education Foundation San Jose State University Gear Up Grant.

6. Comments and Communications

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 and 6.06 Board of Trustees/Communications/Comments.

7. Instructional Services

7.01 Approve Quarterly Report on Williams Uniform Complaints.

MOTION #01-14 by Clerk Minh Pham to approve Action Item 7.01 as presented. MOTION #01-14 was seconded by Vice-President Andrés Quintero.

MOTION #01-14 carried* with a *vote of 4 in favor; no opposition; one absent (Member Andrea Flores Shelton); and no abstention.

7.02 Approve English Language Learners Reclassification Criteria.

MOTION #02-14 by Vice-President Andrés Quintero to approve Action Item 7.02 as presented. MOTION #02-14 was seconded by Clerk Minh Pham.

MOTION #02-14 carried* with a *vote of 4 in favor; no opposition; one absent (Member Andrea Flores Shelton); and no abstention.

7.03 Approve California State Preschool Program (CSPP) Continued Funding Application for Fiscal Year 2025-2026.

MOTION #03-14 by Vice-President Andrés Quintero to approve Action Item 7.03 as presented. MOTION #03-14 was seconded by Clerk Minh Pham.

MOTION #03-14 carried* with a *vote of 4 in favor; no opposition; one absent (Member Andrea Flores Shelton); and no abstention.

7.04 School Sponsored Field Trip List.

MOTION #04-14 by Vice-President Andrés Quintero to approve Action Item 7.04 as presented. MOTION #04-14 was seconded by Clerk Minh Pham.

MOTION #04-14 carried* with a *vote of 4 in favor; no opposition; one absent (Member Andrea Flores Shelton); and no abstention.

8. Human Resources

8.01 Resignations.

8.02 Approve Updated Job Description – Telecommunications Technician

MOTION #05-14 by Member Corina Herrera-Loera to approve Action Item 8.02 as presented. MOTION #05-14 was seconded by Clerk Minh Pham.

MOTION #05-14 carried* with a *vote of 4 in favor; no opposition; one absent (Member Andrea Flores Shelton); and no abstention.

8.03 Approve Job Description – Chief Bonds Officer

MOTION #06-14 by Clerk Minh Pham to Amend to Interim Chief Bonds Officer. MOTION #06-14 was seconded by Member Corina Herrera-Loera.

MOTION #06-14 carried* with a *vote of 4 in favor; no opposition; one absent (Member Andrea Flores Shelton); and no abstention.

8.04 Approve Job Description -Human Resources Risk Management Coordinator.

MOTION #07-14 by Member Corina Herrera-Loera to approve Action Item 8.04 as presented. MOTION #07-14 was seconded by Clerk Minh Pham.

MOTION #07-14 carried* with a *vote of 4 in favor; no opposition; one absent (Member Andrea Flores Shelton); and no abstention.

9. Contracts Over $100,000

9.01 Approve the Kidango, Inc. Contract for the 2024-2025 SY. This contract will provide a licensed Preschool Program, operating a full-day/part-day classrooms at Cesar Chavez Early Learning Center and Cesar Chavez Preschool Center.

Superintendent Cerda said there needed to be a correction because the contract is for ratification.

MOTION #08-14 by Vice-President Andrés Quintero to approve Action Item 9.01 as presented. MOTION #08-14 was seconded by Member Corina Herrera-Loera.

MOTION #08-14 carried* with a *vote of 4 in favor; no opposition; one absent (Member Andrea Flores Shelton); and no abstention.

9. Contracts Over $100,000 *(continued)*

9.02 Approve the FORXA Inc. Contract for the 2024/2025 SY. This contract will provide three ARUSD school sites enrichment programs of five weeks rotations: five in the fall and five in the spring.

MOTION #09-14 by Member Corina Herrera-Loera to approve Action Item 9.02 as presented. MOTION #09-14 was seconded by Vice-President Andrés Quintero.

MOTION #09-14 carried* with a *vote of 4 in favor; no opposition; one absent (Member Andrea Flores Shelton); and no abstention.

9.03 Approve the Rising Star SpED Academy Contract for the 2024/2025 SY. This contract will provide an NPS placement for autistic or severe behaviorally disordered students.

MOTION #10-14 by Clerk Minh Pham to approve Action Item 9.03 as presented. MOTION #10-14 was seconded by Member Corina Herrera-Loera.

MOTION #10-14 carried* with a *vote of 4 in favor; no opposition; one absent (Member Andrea Flores Shelton); and no abstention.

9.04 Approve the Spectrum Center Contract for the 2024/2025 SY. This contract with the certified, highly specialized nonpublic school will provide individualized instruction and behavioral support services for students with severe behavioral disorders.

MOTION #11-14 by Vice-President Andrés Quintero to approve Action Item 9.04 as presented. MOTION #11-14 was seconded by Clerk Minh Pham.

MOTION #11-14 carried* with a *vote of 4 in favor; no opposition; one absent (Member Andrea Flores Shelton); and no abstention.

10. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 10.01, 10.02, 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 10.09, 10.10, 10.11, 10.12, 10.13 and 10.14.***

MOTION #12-14 by Clerk Minh Pham to approve Agenda Items *10.01, 10.02, 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 10.09, 10.10, 10.11, 10.12, 10.13 and 10.14.* as presented. MOTION #12-14 was seconded by Vice-President Andrés Quintero.

MOTION #12-14 carried* with a *vote of 4 in favor; no opposition; one absent (Member Andrea Flores Shelton); and no abstention.

11. Future Board Agenda Requests

11.01 Future Board Agenda Requests

12. ADJOURNMENT

12.01 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 9:06 p.m.

Respectfully submitted,

Minh Pham, Board Clerk
mc

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, October 24, 2024, at 5:30 p.m. at the Alum Rock Union School Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #17-24/25

1. OPEN SESSION

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

President Linda Chavez welcomed everyone in the audience. President Linda Chavez called the Board Meeting to order at 5:30 pm, followed by Roll Call. Board Members present were Linda Chavez (President), Andrés Quintero (Vice-President)- *arrived at 5:33 pm*, Minh Pham (Clerk), Corina Herrera-Loera (Member), Andrea Flores Shelton (Member)- *arrived at 5:34 pm.*

Administrative and Support Staff Members present were German Cerda (Superintendent), Sandra Garcia (Assistant Superintendent, Instructional Services), Teresa DeCelles (Assistant Superintendent, Business Services), Cesar Torrico (Assistant Superintendent, Human Resources), Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office)

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

2. Special Presentation

2.01 Report of Overall CAASPP and ELAC Data from the 2023-2024 School Year.

Director, Tara Bickford gave a presentation regarding the CAASPP and ELAC data.

Vice-President Andrés Quintero asked the agenda to be modified.

2. Special Presentation

MOTION #01-17 by Vice-President Andrés Quintero to hear item 3.01 after closed session. MOTION #01-17 was seconded by Clerk Minh Pham.

MOTION #01-17 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

MOTION #02-17 by Member Andrea Flores Shelton to approve Action Item 2.01 as presented. MOTION #02-17 was seconded by Clerk Minh Pham.

MOTION #02-17 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

4. Consent Calendar

There was a consensus from the Board to combine and take action on ***Agenda Items 4.01 and 4.02.***

MOTION #03-17 by Clerk Minh Pham to approve Agenda Items 4.01 and 4.02 as presented. MOTION #03-17 was seconded by Member Corina Herrera-Loera.

MOTION #03-17 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

5. Closed Session

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

Public Comment: Sandra Rivera

3. RECONVENE TO OPEN SESSION

3.01 Report of Action Taken in Closed Session.
President Linda Chavez said there was a quorum.

Superintendent Cerda reported the following actions:

Item 5.05 Bond Director 5/0

Chief Communication and Community Engagement 5/0 effective November 14, 2024.

3. Human Resources

3.01 Approve Job Description- Chief Director of Community Engagement.

MOTION #04-17 by Clerk Minh Pham to approve Agenda Items 4.01 and 4.02 as presented. MOTION #04-17 was seconded by Member Corina Herrera-Loera.

MOTION #03-17 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

4. Adjournment

4.01 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 8:15 p.m.

Respectfully submitted,

_____

Minh Pham, Board Clerk

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, November 14, 2024, 5:30 p.m. at Russo McEntee Academy
Board Members and Superintendent participated at 2851Gay Avenue San Jose, CA 95127
Meeting #16-24/25

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Linda Chavez welcomed everyone in the audience. President Linda Chavez called the Board Meeting to order at 5:30 pm, followed by Roll Call. Board Members present were Linda Chavez (President), Andrés Quintero (Vice-President), Minh Pham (Clerk), Corina Herrera-Loera (Member), Andrea Flores Shelton (Member) *arrived at 5:33 pm*

Administrative and Support Staff Members present were German Cerda (Superintendent), Sandra Garcia (Assistant Superintendent, Instructional Services), Teresa DeCelles (Assistant Superintendent, Business Services), Cesar Torrico (Assistant Superintendent, Human Resources), Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office)

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

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

Member Corina Herrera-Loera asked to move items 7.01 and 9.01 before closed session.

President Linda Chavez said items 9.01, 7.01 will be heard before item 3.01.

MOTION #01-16 by Member Corina Herrera-Loera to approve the agenda with the edits. MOTION #01-16 was seconded by Member Andrea Flores Shelton.

1. **OPEN SESSION** *(continued)*

MOTION #01-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

2. **Public Members Who Wish To Address The Board**

2.01 Requests to Address the Board

Public Comment: Veronica Talton, Adriane Vane, Emilia, Bob Barker and Victor Vasquez.

9. **Business**

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.

MOTION #02-16 by Vice-President Andrés Quintero to table the resolution and direct staff to come back with information that is less formal, using the five questions the committee provided to extend through March 2025 in order for the Board to take action. MOTION #02-16 was seconded by Member Corina Herrera-Loera.

Vice-President Andrés Quintero asked that staff consult with Counsel Rogelio Ruiz.

MOTION #02-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

7. **Public Hearing**

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

President Linda Chavez opened the public hearing at 6:12pm.

Superintendent Advisor Emmanuel Barbara gave a presentation.

Superintendent Cerda gave a presentation.

Clerk Minh Pham spoke about his proposal.

7. Public Hearing *(continued)*

Public Comment: Danelle DeAmbocio, Christine Mueller, Maria Martinez, Raul Perez, Lisa Defonse, Natalie Hernandez Herrera, Lisa Tuthill, Male Speaker, Christyne Villarreal, Kim Mesa, Female speaker, Gloria, Inez, Sandra Sanchez, Veronica Talton, Jennifer Garcia, Kathleen Sarmiento, Female speaker, female speaker, Jackie, Julianna, Asusana, Aurora Ramos, Michelle Martinez, Female speaker, Laura, Edith Gonzalez, Female speaker, Maria Chavez, Victor Vasquez, Dilza Gonzalez, Veronica Amador, Camilla Llamas Fontanilla, Dulce Madrid, Maestra Diaz, Olivia Ortiz, Female speaker, Evelyn, Male speaker, Elizabeth Solis, Jocelyn Merz, Dominic Nevarez, Jose Nevarez, Luis, Natalie Abal, and Nicky Roadafox.

Superintendent Cerda asked to table items 8.01 and 8.02.

President Linda Chavez closed the public hearing at 9:04 pm.

3. Closed Session

3.01 Recess to Closed Session

The Board recessed to closed session.

4. RECONVENE TO OPEN SESSION

4.01 Report of Action Taken in Closed Session.

President Linda Chavez said there was a quorum.

Superintendent Cerda reported the following action:

3.04 Conference with Legal Counsel Student No. 42036918. Trustees approved unanimously 5/0.

Assistant Superintendent Torrico reported the following action:

3.10 Motion made by Member Andrea Flores Shelton and Second by Member Corina Herrera-Loera The Board unanimously approved a separation agreement with a certificated agreement.

There were no further actions to report.

5. Special Presentation

5.01 Presentation: FCMAT Fiscal Health Risk Analysis Report.

FCMAT representative gave a presentation.

6. Comments and Communications

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 and 6.06 Board of Trustees/Communications/Comments.

10. Instructional Services

10.01 Approve School Sponsored Field Trip List.

MOTION #03-16 by Vice-President Andrés Quintero to approve Action Item 10.01 as presented. MOTION #03-16 was seconded by Clerk Minh Pham.

MOTION #03-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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

MOTION #04-16 by Vice-President Andrés Quintero to approve Action Item 10.02 as presented. MOTION #04-16 was seconded by Member Corina Herrera-Loera.

MOTION #04-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11. Human Resources

11.01 Resignations.

11.02 Approve New Management Position – Bond Program Manager.

MOTION #05-16 by Member Andrea Flores Shelton to approve Action Item 11.02 as presented. MOTION #05-14 was seconded by Member Corina Herrera-Loera.

MOTION #05-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

12. Contracts Over $100,000

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.

MOTION #06-16 by Vice-President Andrés Quintero to approve Action Item 12.01 as presented. MOTION #06-16 was seconded by Member Corina Herrera-Loera.

MOTION #06-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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.

MOTION #07-16 by Member Corina Herrera-Loera to approve Action Item 12.02 as presented. MOTION #07-16 was seconded by Vice-President Andrés Quintero.

MOTION #07-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

12.03 Approve the Glen Price Group Contract for the 2024/2025 SY. The contract will provide virtual support in project management, professional development, and capacity building, continuous improvement and implementation monitoring, data reporting, and sustainability planning.

MOTION #08-16 by Vice-President Andrés Quintero to approve Action Item 12.03 as presented. MOTION #08-16 was seconded by Member Corina Herrera-Loera.

MOTION #08-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

13. Contract Extensions Over $100,000

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.

13. Contract Extensions Over $100,000 *(continued)*

MOTION #09-16 by Vice-President Andrés Quintero to approve Action Item 13.01 as presented. MOTION #09-16 was seconded by Clerk Minh Pham.

MOTION #09-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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.

MOTION #10-16 by Vice-President Andrés Quintero to approve Action Item 13.02 as presented. MOTION #10-16 was seconded by Clerk Minh Pham.

MOTION #10-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

13.03 Approve the Pine Hill NPS contract for the 2024/2025 SY. This contract is to add one additional student to attend Pine Hill due to the severity of their disability.

MOTION #11-16 by Vice-President Andrés Quintero to approve Action Item 13.03 as presented. MOTION #11-16 was seconded by Clerk Minh Pham.

MOTION #11-16 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

14. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 14.01, 14.02, 14.03, 14.04, 14.05, 14.06, 14.07, 14.08, 14.09, and 14.10.***

MOTION #12-16 by Member Corina Herrera-Loera to approve Agenda Items *14.01, 14.02, 14.03, 14.04, 14.05, 14.06, 14.07, 14.08, 14.09, and 14.10* as presented. MOTION #12-16 was seconded by Member Andrea Flores Shelton.

MOTION #12-16 carried* with a *vote of 4 in favor; no opposition; one absent (President Linda Chavez); and no abstention.

15. Future Board Agenda Requests

15.01 Future Board Agenda Requests

16. ADJOURNMENT

16.01 President Adjourns the Meeting

The Board adjourned in memory of Bill Nicolosi

Vice-President Andrés Quintero adjourned the meeting at 10:50 p.m.

Respectfully submitted,

Minh Pham, Board Clerk
mc

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, November 21, 2024, at 5:30 p.m. at the Alum Rock Union School Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #18-24/25

1. OPEN SESSION

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

President Linda Chavez welcomed everyone in the audience. President Linda Chavez called the Board Meeting to order at 5:30 pm, followed by Roll Call. Board Members present were Linda Chavez (President), Andrés Quintero (Vice-President, Minh Pham (Clerk), Corina Herrera-Loera (Member), and Andrea Flores Shelton (Member)- *arrived at 5:36 pm.*

Administrative and Support Staff Members present were German Cerda (Superintendent), Sandra Garcia (Assistant Superintendent, Instructional Services), Teresa DeCelles (Assistant Superintendent, Business Services), Cesar Torrico (Assistant Superintendent, Human Resources), Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office)

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

Vice-President Andrés Quintero asked that the agenda be opened.

MOTION #01-18 by Vice-President Andrés Quintero to move closed session after item 6. MOTION #01-18 was seconded by Member Corina Herrera-Loera.

Assistant Superintendent DeCelles said there was a change for item 5.3 and item 6.2 it should read ratify for both items.

MOTION #01-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

4. Superintendent/ Board Business

4.01 School Closures and School Consolidation Recommendation from the Superintendent; alternative proposal of School Closures and School Consolidation from Trustee Minh Pham.

Superintendent Advisor Emmanuel Barbara gave a presentation regarding the School Closures and School Consolidation.

Superintendent Cerda gave a presentation regarding a Summary of the Superintendent's Recommendations.

Clerk Minh Pham provided a summary of his proposal.

Public Comment: Rafael Nieves, Caan Wein, Christine Mueller, Veronica Talton, Yary, Lisa DeBondi, Maestra Diaz, Eddie Correra, Linda Beltran, Delia Oseguera, Ana Padilla Lopez, Muir Lamb, Soledad Vega, Steve Navarro, Jazmin, Kathlynn Saramiento, Aurora Ramos, Jackie Suberito, Female speaker, Lisa Tuthill, Victor Vasquez, Karen McDonald, Olivia Ortiz, Raquel Hummel, Jon Baltzar, Cassandra Perez, Male speaker, Dilza Gonzalez, Victoria Partida, Angel, Olivia Solis, Lynn Tran, Asusana, Female Speaker, Mayra, Selena Garcia, Rebecca, Myra Tapia, Candance, Kyla Martinez and Cindy McDonald.

MOTION #02-18 by Member Andrea Flores Shelton to direct the Superintendent to put controls on the Special Education process as discussed earlier to engage at the state level with the Eastside Alliance Reform. MOTION #02-18 was seconded by President Linda Chavez.

President Linda Chavez said she was going to take her second off.

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

Member Andrea Flores Shelton recused herself from this item.

MOTION #03-18 by Member Corina Herrera-Loera to approve Action Item 4.02 as presented.

MOTION #04-18 by Vice-President Andrés Quintero to direct staff to go out for an RFP and bring back three bids to the Board. MOTION #04-18 was seconded by Clerk Minh Pham.

MOTION #04-18 carried* with a *vote of 3 in favor; one opposition (Member Corina Herrera-Loera); one absent (Member Andrea Flores Shelton); and no abstention.

4. Superintendent/ Board Business *(continued)*

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

5. Business

5.01 Approve Resolution #25-24/25 Delegation of Authority to Approve Bids and Award Contracts for Facilities Improvements in the Event of any Unforeseen Urgent Need District Wide.

MOTION #05-18 by Member Corina Herrera-Loera to approve Action Item 5.01 as presented. MOTION #05-18 was seconded by Member Andrea Flores Shelton.

MOTION #05-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

5.02 Approve: Architectural Consulting Services – Finney Architects.

MOTION #06-18 by Member Corina Herrera-Loera to approve Action Item 5.02 as presented. MOTION #06-18 was seconded by Member Andrea Flores Shelton.

Public Comment: Female speaker and Male speaker.

MOTION #06-18 carried* with a *vote of 2 in favor; three opposition (President Linda Chavez, Vice-President Andrés Quintero and Clerk Minh Pham) ; no absent; and no abstention.

MOTION #07-18 by Vice-President Andrés Quintero to direct staff to go out for an RFP and bring back three bids to the Board. MOTION #07-18 was seconded by Clerk Minh Pham.

Public Comment: Female speaker, Olivia Ortiz and Deliza Gonzalez.

Vice-President Andrés Quintero said he wanted to retract his motion.

MOTION #08-18 by Vice-President Andrés Quintero to approve Action Item 5.02 as presented. MOTION #08-18 was seconded by President Linda Chavez.

MOTION #08-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

5.03 Ratify Delegation of Authority to Approve and Award Contract to Precision Communications Systems to Replace the Intercom System at Sheppard Middle School.

5. Business *(continued)*

MOTION #09-18 by Member Corina Herrera-Loera to approve Action Item 5.03 as presented. MOTION #09-18 was seconded by Vice-President Andrés Quintero.

MOTION #09-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

6. Consent Calendar

6.01 Approve Acceptance of Donations

MOTION #10-18 by Member Corina Herrera-Loera to approve Agenda Items 6.01 as presented. MOTION #10-18 was seconded by Clerk Minh Pham.

MOTION #10-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

6.02 Ratify Memorandum (s) of Understanding.

MOTION #11-18 by Member Corina Herrera-Loera to approve Agenda Items 6.02 as presented. MOTION #11-18 was seconded by Vice-President Andrés Quintero.

MOTION #11-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

2. Closed Session

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

3. RECONVENE TO OPEN SESSION

3.01 Report of Action Taken in Closed Session.
President Linda Chavez said there was a quorum.

Assistant Superintendent Torrico reported the following action:

Item 2.03 Motion made by President Linda Chavez and Second by Clerk Minh Pham, the Board unanimously denied the report of findings.

7. Adjournment

7.01 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 10:52 p.m.

Respectfully submitted,

_____

Minh Pham, Board Clerk

8.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated December 19, 2024.

Recommendation: Staff recommends approval for acceptance of these donations.

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

To the Board of Trustees:

Recommend Approval

8.02
Agenda Placement

Meeting: December 19, 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
December 19, 2024

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Target	Materials & Supplies	$ 200.00	ARUESD -State & Federal Prgms
Environmental Volunteers	Materials & Supplies	$ 500.00	Adelante II Academy
The Hugh Stuart Center Charitable Trust	Materials & Supplies	$10,000.00	Aptitud Academy at Goss
Philanthropic Ventures Foundation	Materials & Supplies	$ 500.00	Chavez Early Learning Center
Philanthropic Ventures Foundation	Materials & Supplies	$ 500.00	Chavez Early Learning Center
Philanthropic Ventures Foundation	Materials & Supplies	$ 500.00	Dorsa Elementary
Hillcresters	Materials & Supplies	$ 1,200.00	George Middle
SJWC Employee's Community Fund	Materials & Supplies	$ 450.00	George Middle
DonorsChoose	Materials & Supplies	$ 3 Qty Pearl PK910C Educational Bell Kit with Roll	George Middle
Environmental Volunteers	Materials & Supplies	$ 948.00	Linda Vista Elementary
Reading for Education	Materials & Supplies	$ 59.92	Lyndale Elementary
Ms. Sayan Roy Chowdhury	Materials & Supplies	$ 712.00	Lyndale Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 500.00	McCollam Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 1,000.00	McCollam Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 500.00	McCollam Elementary
Chi AM Circle Inc.	Materials & Supplies	$ 500.00	Painter Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 500.00	Painter Elementary
Costco	Materials & Supplies	$ 23.00	Russo/McEntee Elementary
Westly Foundation	Materials & Supplies	$ 500.00	Russo/McEntee Elementary
Westly Foundation	Materials & Supplies	$ 500.00	Russo/McEntee Elementary
Guadalupe River Park Conservancy	Materials & Supplies	$ 219.44	Ryan S.T.E.A.M. Academy
California High School Students in San Ramon	Materials & Supplies	$ 350.00	San Antonio Elementary

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

November 25th, 2024

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

Dear Board of Trustees:

Please accept the attached donation of $200 e-gift card from Target. This contribution will be used to purchase essential items, such as board games and clothing, to support our students in need, including those experiencing financial hardship and housing insecurity.

We extend our heartfelt gratitude to Target of San Jose for their generosity and continued commitment to supporting our community. Their donation will make a meaningful difference in the lives of our students.

Thank you for your support and partnership in fostering a brighter future for all student

Sincerely,

Lupe Ruvalcaba, M.S.
Coordinator, State and Federal Programs

German Cerda, Superintendent

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

ADELANTE II DUAL LANGUAGE ACADEMY

1970 Cinderella Lane, San José, CA 95116 Phone: 408-928-7100 Fax: 408-928-7101 Principal: José Cortez Assistant Principal: Christina Sariñana

To: Board of Trustees

Fr: Adelante II Dual Language Academy

Date: October 3, 2024

Re: Environmental Volunteers, Inc Field Trip Transportation Fund

Please accept the following donation from Environmental Volunteers, Inc. in the amount of $500 to be deposited into Adelante II's donation account. The funds will be used for field trip transportation.

Thank you,

Mr. José Cortez

Principal

APTITUD COMMUNITY ACADEMY AT GOSS

2475 Van Winkle Lane
San José, CA 95127
(408) 928-7650 FAX (408) 928-7651

Aptitud Community Academy at Goss

Suyen Jimenez, Principal ***Jamin Sylvester, Assistant Principal***

November 20, 2024

Alum Rock Union School District

Board of Trustees

2930 Gay Ave

San Jose, CA 95127

Dear Board of Trustees,

Please accept the following donation made to Aptitud Academy at Goss from:

The Hugh Stuart Center Charitable Trust **$10,000.00** **Check #: 4903**

This donation will be used to purchase materials and supplies for Aptitud students.

Please deposit into donation account: 060-9010-0-4300-00-1110-1000-000000-120-2111

Sincerely,

Suyen Jimenez
Principal

Cesar Chavez Early Learning Center

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

To: Alum Rock Union School Board

Re: Science Resource Grant

Date: October 16, 2024

Dear Members of the Alum Rock Union School Board,

Please accept this donation of $500 from the Philanthropic Ventures Foundation awarded to our PreK Special Education Teacher, Maria Lima.

This money will be used to fulfill our vision of developmentally appropriate instruction and to give students opportunities to participate in hands-on math activities.

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

Please reach out if you have any questions or concerns.

Sincerely,

Kristin Burt
Coordinator, Early Learning
Cesar Chavez Early Learning Center

Cesar Chavez Early Learning Center

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

To: Alum Rock Union School Board

Re: Science Resource Grant

Date: October 23, 2024

Dear Members of the Alum Rock Union School Board,

teacher, Rosa Ventura.

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

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

Please reach out if you have any questions or concerns.

Sincerely,

Kristin Burt
Coordinator, Early Learning
Cesar Chavez Early Learning Center

ELEMENTARY SCHOOL

DORSA

October 7, 2024

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

Dear Board of Trustees:

Please accept the attached donation from Philanthropic Ventures Foundation check number 75529 for $500.00. The money provided through this donation will be used for classroom materials and supplies. We greatly appreciate their donation.

Donations Account Number: 060 9010 0 4300 00 1110 1000 000000 150 ~~2129~~ 2127

Sincerely,

Kelsey White
Principal of Dorsa

JOSEPH GEORGE VAPA ACADEMY

A VISUAL AND PERFORMING ARTS ACADEMY

Where Everyday is a Work of Art in Progress!

Date: 11/7/24

To: Honorable Board Members
Alum Rock Union Elementary School District

From: Jacqueline Montejano, Principal

Please accept the donation of $1200, check #1173 from Hillcresters to Joseph George VAPA Academy, for VAPA and STEAM learning opportunities.

Thank you in advance for your approval.

Sincerely,

Jacqueline Montejano
Principal

JOSEPH GEORGE VAPA ACADEMY

A VISUAL AND PERFORMING ARTS ACADEMY

Where Everyday is a Work of Art in Progress!

Date: 11/7/24

To: Honorable Board Members
Alum Rock Union Elementary School District

From: Jacqueline Montejano, Principal

Please accept the donation of $450, check #2148 from SJWC Employee's Community Fund Inc. to Joseph George VAPA Academy, for 6th-grade students.

Thank you in advance for your approval.

Sincerely,

Jacqueline Montejano
Principal

Jacqueline Montejano, Principal **Luis Arreola,** *Assistant Principal*

277 Mahoney Drive, San Jose, CA 95127 ✦ 408-928-7600 ✦ www.george.arusd.org

JOSEPH GEORGE VAPA ACADEMY

A VISUAL AND PERFORMING ARTS ACADEMY

Where Everyday is a Work of Art in Progress!

Date: 11/6/24

To: Honorable Board Members
Alum Rock Union Elementary School District

From: Jacqueline Montejano, Principal

Please accept the following items as donations from DonorsChoose for Ms. Ordaz's classroom.

3 - Pearl PK910C Educational Bell Kit with Roll

Thank you in advance for your approval.

Sincerely,

Jacqueline Montejano
Principal

Linda Vista Elementary

100 Kirk Ave, San Jose, CA 95127
(408) 928-7800 Fax: (408) 928-7801

To: Alum Rock Union Elementary School District – Board of Trustees
From: Suzanne Cicala Principal – Linda Vista
Re: Donation to Linda Vista
Date: Nov 7, 2024

Please place the acceptance of the donations totaling $948.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$500.00 check donations from Environmental Volunteers, Inc
$448 cash donations

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

Thank you,

Suzanne Cicala

Lyndale Elementary School

All Students Can Learn.....All Students Can Succeed

13901 Nordyke Drive
San Jose, California 95127
(408) 928-7900

Ms. Kasturi Basu, Principal
Ms. Magdalena Grimaldo, Administrative Assistant
FAX 408 928-7901

October 18, 2024

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donations for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used For:**
Reading for Education	$59.92	Materials and Supplies
Total Amount of Donations:	**$59.92**	

Sincerely,

Kasturi Basu, Principal

Lyndale Elementary School

All Students Can Learn.....All Students Can Succeed

13901 Nordyke Drive
San Jose, California 95127
(408) 928-7900

Ms. Kasturi Basu, Principal
Ms. Magdalena Grimaldo, Administrative Assistant
FAX 408 928-7901

October 15, 2024

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donations for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used For:**
Sayan Roy Chowdhury	$512.00	Field Trips
Sayan Roy Chowdhury	$200.00	Field Trips

Total Amount of Donations: **$712.00**

Sincerely,

Kasturi Basu

Kasturi Basu, Principal

McCollam Elementary School

3311 Lucian Ave.• San Jose, CA 95127

Phone (408) 928-8000 Fax (408) 928-8001

To: German Cerda, Superintendent

From: Pablo Fiene

Re: Monetary Donation to McCollam Elementary

Date: November 12, 2024

Please accept a donation of one check in the amount of $500 from Philanthropic Ventures Foundation for Thomas Zmucki. The check will go towards a subscription to the Reflex Math program with Explore Learning. The subscription will be accessed by 15 special education students in grades 1st-3rd. This donation was made possible through the Heising-Simons Foundation.

Please deposit the check into the following donation account:

060-9010-0-5815-00-1110-1000-000000-040-2127

McCollam Elementary School

3311 Lucian Ave.• San Jose, CA 95127

Phone (408) 928-8000 Fax (408) 928-8001

To: German Cerda, Superintendent

From: Pablo Fiene

Re: Monetary Donation to McCollam Elementary

Date: November 12, 2024

Please accept a donation of one check in the amount of $1,000 from Hillcresters to McCollam Elementary. The check will go towards the pursuit of educational goals for students.

Please deposit the check into the following donation account:

060-9010-0-4300-00-1110-1000-000000-040-2110

McCollam Elementary School

3311 Lucian Ave.• San Jose, CA 95127

Phone (408) 928-8000 Fax (408) 928-8001

To: German Cerda, Superintendent

From: Pablo Fiene

Re: Monetary Donation to McCollam Elementary

Date: November 12, 2024

Please accept a donation of one check in the amount of $500 from Philanthropic Foundation to Roma Macasaet's SDC autism class. The check will go towards math materials for her 3rd and 4th grade students.

Please deposit the check into the following donation account:

060-9010-0-4300-00-1110-1000-000000-040-2127

PAINTER ELEMENTARY SCHOOL

Dr. J. M. Manluco, Principal (408) 928-8400 Fax: (408) 928-8401
500 Rough & Ready Road, San Jose, CA 95133

October 17, 2024

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

Honorable Members of the Board:

Please accept the following donation in the amount of $500 from Chi AM Circle Inc (060-9010-0-4300-00-1110-1000-000000-160-2110). The money will be used towards materials and supplies for Ben Painter Elementary students.

Sincerely,

Dr. Joseph Manluco
Principal

PAINTER ELEMENTARY SCHOOL

Dr. J. M. Manluco, Principal (408) 928-8400 Fax: (408) 928-8401
500 Rough & Ready Road, San Jose, CA 95133

October 17, 2024

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

Honorable Members of the Board:

Please accept the following donation in the amount of $433 from Philanthropic Ventures Foundation for Ms. Deshpande's TK class (060-9010-0-4300-00-1110-1000-000000-160-2127). The money will be used towards manipulatives, such as number games, and peg number boards, so that TK students can use them to develop their number sense and build their foundational math skills.

Sincerely,

Dr. Joseph Manluco
Principal

RUSSO MCENTEE ACADEMY

Russo/McEntee Academy

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

November 2, 2023

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 following donation from Costco for Russo/McEntee Academy

The check for $23 will be spent to future enhance the student educational goals and teacher morale

Sincerely,

Tanu Kohli

Principal Russo/McEntee Academy

RUSSO MCENTEE ACADEMY

Russo/McEntee Academy

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

October 28, 2024

Alum Rock Union School District

Board of Trustees

2930 Gay Avenue

San Jose, CA 95127

Dear Board of Trustees,

Please accept the following donation from the Westly Foundation for funding for Kindergarten insect investigation program

The check for $500 will be spent on funding the art and craft materials for Kindergarten Project based learning curriculum on insect investigation.

Sincerely,

Tanu Kohli

Principal Russo/McEntee Academy

RUSSO MCENTEE ACADEMY

Russo/McEntee Academy

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

October 28, 2024

Alum Rock Union School District

Board of Trustees

2930 Gay Avenue

San Jose, CA 95127

Dear Board of Trustees,

Please accept the following donation from the Westly Foundation for funding for sensory and motor skills program in the kinder SDC classroom

The check for $500 will be spent on funding the art and craft materials for Kindergarten SDC to help promote sensory and motor skills development of the students.

Sincerely,

Tanu Kohli

Principal Russo/McEntee Academy

Ryan S.T.E.A.M. Academy

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

Date: November 19, 2024

To: German Cerda, Superintendent
Honorable Board Members
Alum Rock Union Elementary School District

Fr: Clarissa Johnston-Abril, Principal
Ryan STEAM Academy

Re: Donation

Please accept the donation from Guadalupe River Park Conservancy. The donation is given to help with the payment of a field trip in the total amount of $219.44. On behalf of everyone at Ryan STEAM Academy, we extend our sincere gratitude.

Please accept this donation as submitted.

Thank you in advance for your approval.

Clarissa Johnston-Abril
Principal

Alum Rock Union Elementary School District
San Antonio Elementary School
1721 East San Antonio Street
San Jose, California 95116
408-928-8700

Mrs. Iris Charest– Principal

Mrs. Leticia Corona- School Admin. Assistant

October 3, 2024

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

Honorable Members of the Board:

Please accept the following donation of school supplies from the students of California High School in San Ramon, CA. The supplies will be used by our students in the classroom.

Thank you in advance for your approval.

Sincerely,

Iris Charest

Mrs. Iris Charest
Principal

8.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated December 19, 2024.

Recommendation: Staff recommends approval of these fundraising event requests.

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

To the Board of Trustees: Meeting: December 19, 2024
Regular Board Meeting

Recommend Approval

8.03
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
December 19, 2024

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Adelante Academy	Spirit Wear Sales	PTA	12/13/24-06/06/24
Aptitud Academy	World's Finest Chocolates' Sales	AYA	12/14/24-01/18/25
Aptitud Academy	See's Candy Sales	AYA	12/14/24-01/18/25
Linda Vista Elementary	Book Fair Sales	ASB	10/14/24-10/18/24
Meyer Elementary	Breakfast with Santa Sales	ASB	12/14/24-12/14/24
Renaissance @ Fischer	World's Finest Chocolates' Sales	AYA	12/13/24-01/17/25
Renaissance @ Fischer	See's Candy Sales	AYA	12/13/24-01/17/25

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: ADELANTE ACADEMY Date: NOV. 6, 2024

Description of Event: Type SPIRIT WEAR Vendor _____

Purpose for Event: TO RAISE FUNDS FOR CLASSROOM SUPPLIES SUCH AS ELA SUPPLEMENTAL MATERIALS, CLASS INCENTIVES

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

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: DEC. 13 - JUNE 6 Time of Event: EVERY MONDAY, WED, FRID

Contact Person: ELVIA DIAZ

Location of Proposed Activity: ADELANTE

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

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: _____ 11/6/24
Signature Date

Reviewed by Business Services: Maria Nieto Date: 11/12/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Aptitud Academy Date: 10/31/24

Description of Event: Type World's Finest Chocolates Vendor _____

Purpose for Event: Raise funds for field trips, potential classroom materials, classroom repairs.

If selling food what are the items: candy Brand and package size: World's Finest, small boxes

Explain how food is handled/stored prior to or day of event: boxes delivered to P3 and stored there before distribution.

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

Proposed Date(s) of Event: 12/14/24-1/18/24 Time of Event: off campus only

Contact Person: Tom Woo

Location of Proposed Activity: off campus only

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) _____ (Date)

Reviewed by Business Services: Maria Nava Date: 12/9/2024

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

  CNS _____ Date: 12/9/24

  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: Aptitud Academy Date: 10/31/24

Description of Event: Type See's candy Vendor _____

Purpose for Event: Raise funds for field trips, potential classroom materials, classroom repairs.

If selling food what are the items: candy Brand and package size: See's, small boxes

Explain how food is handled/stored prior to or day of event: boxes delivered to P3 and stored there before distribution.

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

Proposed Date(s) of Event: 12/14/24-1/18/24 Time of Event: off campus only

Contact Person: Tom Woo

Location of Proposed Activity off campus only

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 _____ Date

Reviewed by Business Services: Maria New Date: 12/9/2024

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

  CNS _____ Date: 12/9/24

  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: Linda Vista Date: October 14,2024

Description of Event: Type Book Fair Vendor Scholastic

Purpose for Event: Provide books to promote literacy in all grades.

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: October 14 - 18 Time of Event: 9 am- 3:30 pm

Contact Person: Rene Michel

Location of Proposed Activity: Room 6

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: Maria Camacho (Signature) 11/22/24 (Date)

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

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

Principal Approval: _____ (Signature) 11/22/24 (Date)

Reviewed by Business Services: Maria Newton Date: 12/9/2024

- 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: 11/21/2024

Description of Event: Type Breakfast with Santa Vendor Dennys

Purpose for Event: Community Event

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

Explain how food is handled/stored prior to or day of event: Food will be purchased ready to be served for that day.

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

Proposed Date(s) of Event: 12/14/2024 Time of Event: 9:00am

Contact Person: Yissel Vega

Location of Proposed Activity: Meyer 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: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: Linda Dragenwalds 11/21/24
Signature Date

Reviewed by Business Services: Maria Dew Date: 12/9/2024

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

  CNS _____ Date: 12/9/24

  Approved ✓ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Renaissance Academy at Fischer Date: 10/31/24

Description of Event: Type candy sales Worlds Finest Vendor World's Finest Chocolate

Purpose for Event: To raise funds for band supplies.

If selling food what are the items: candy Brand and package size: World's Finest, small boxes

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

Proposed Date(s) of Event: 12/13/24 – 1/17/2025 Time of Event: ongoing off campus only

Contact Person: Tom Woo

Location of Proposed Activity: off campus only.

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

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required) Yes ____ No ✔

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: Douglas Kleinhenz Signature 11/7/24 Date

Reviewed by Business Services: Maria Nevis Date: 12/9/2024

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

CNS _____ Date: 12/9/24

Approved ✔ Denied _____

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

Director, MOT: _____ Date: _____

Operations Mgr.: _____ Date: _____

Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Renaissance Academy at Fischer Date: 10/31/24

Description of Event: Type candy sales See's Candy Vendor See's

Purpose for Event: To raise funds for band supplies.

If selling food what are the items: candy Brand and package size: See's, small boxes

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

Proposed Date(s) of Event: 12/13/24 - 1/17/2025 Time of Event: ongoing Off campus only

Contact Person: Tom Woo

Location of Proposed Activity: Off campus only

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

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required)	Yes ____	No ✔
Has Revenue Potential form been prepared? (For ASB Only - Form must be included)	Yes ____	No ✔
Other Background information (Is proposed fundraising event on current ASB budget?)	Yes ____	No ✔

ASB Advisor: _____ (Signature) _____ (Date)

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

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

Principal Approval: Douglas Kheldsen (Signature) 11/7/24 (Date)

Reviewed by Business Services: Maria Newton Date: 12/5/2024

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

CNS _____ Date: 12/9/24

Approved ✓ Denied _____

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

Director, MOT: _____ Date: _____

Operations Mgr.: _____ Date: _____

Approved _____ Denied _____

8.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: December 5, 2024

Subject: **Vendor & Payroll Warrants**

Staff Analysis: Summary of Vendor and Payroll Warrants issued during November month of Fiscal Year 2024/2025.

Total of vendor warrants	$	7,828,586.47
Total of payroll warrants	$	5,151,292.29
Total	**$**	**12,979,878.76**

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

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

To the Board of Trustees: Meeting: December 19, 2024
Regular Board Meeting

Recommend Approval

8.04
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

November 2024

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$5,068,610.31
120	Child Development Fund	$116,949.00
130	Cafeteria Fund	$507,322.63
140	Deferred Maintenance Fund	$224.22
210	Building Fund	$364,591.66
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	$1,734,833.32
	Subtotal	**$7,792,531.14**
088	Student Body Fund	$36,055.33
	Total Vendor Warrants	**$7,828,586.47**

	PAYROLL WARRANTS	
	10th of the month	$476,544.29
	EOM Payroll	$4,674,748.00
	AREA EOM	$0.00
	Manual Checks	$0.00
	Void Checks	$0.00
	Total Payroll Warrants	**$5,151,292.29**
	Grand Total All Warrants	**$12,979,878.76**

	From		To
AP Warrants used #	4026354	-	4026871
Payroll Direct Deposit Pay Stub used #	4780910	-	4782354
Payroll Checks used #	4407362	-	4407447

AP Check Register - Pivot Table Summary by Vendor
November 2024

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
4IMPRINT INC.	11/8/2024	4026459	MATERIALS AND SUPPLIES	010	$ 823.96
		4026459	VAPA MATERIALS	010	$ 2,126.43
	11/1/2024	4026364	ETHNIC STUDIES MATERIALS	010	$ 718.51
	11/22/2024	4026707	MATERIALS AND SUPPLIES	060	$ 2,493.72
4IMPRINT INC. Total					**$ 6,162.62**
ACE EMPOWER ACADEMY	11/8/2024	4026547	TRF TO CHARTER SCHL IN LI	010	$ 47,863.00
ACE EMPOWER ACADEMY Total					**$ 47,863.00**
ACHIEVE KIDS	11/22/2024	4026708	CONTRACTED SERVICES	080	$ 9,363.50
ACHIEVE KIDS Total					**$ 9,363.50**
AGUSTINA COLIN	11/27/2024	4026791	MATERIALS AND SUPPLIES	010	$ 150.00
AGUSTINA COLIN Total					**$ 150.00**
ALECIA KELLEY	11/8/2024	4026548	MATERIALS AND SUPPLIES	088	$ 133.63
	11/15/2024	4026619	MATERIALS AND SUPPLIES	088	$ 133.63
	11/22/2024	4026738	MATERIALS AND SUPPLIES	010	$ 75.00
		4026770	MATERIALS AND SUPPLIES	010	$ 117.32
ALECIA KELLEY Total					**$ 459.58**
ALEJANDRO DELGADILLO RODRIGUEZ	11/27/2024	4026792	MATERIALS AND SUPPLIES	010	$ 150.00
ALEJANDRO DELGADILLO RODRIGUEZ Total					**$ 150.00**
ALISA BAKER	11/27/2024	4026821	CONTRACTED SERVICES	080	$ 7,700.00
	11/15/2024	4026575	CONTRACTED SERVICES	080	$ 11,550.00
ALISA BAKER Total					**$ 19,250.00**
ALLIED REFRIGERATION INC.	11/8/2024	4026499	MATERIALS AND SUPPLIES	050	$ 2,164.98
	11/1/2024	4026366	MATERIALS AND SUPPLIES	050	$ 430.51
	11/15/2024	4026669	MATERIALS AND SUPPLIES	050	$ 909.61
	11/22/2024	4026771	MATERIALS AND SUPPLIES	050	$ 114.54
ALLIED REFRIGERATION INC. Total					**$ 3,619.64**
ALPHA BLANCA ALVARADO(ALPHA1)	11/8/2024	4026549	TRF TO CHARTER SCHL IN LI	010	$ 115,788.00
ALPHA BLANCA ALVARADO(ALPHA1) Total					**$ 115,788.00**
ALPHA JOSE HERNANDEZ (ALPHA	11/8/2024	4026550	TRF TO CHARTER SCHL IN LI	010	$ 111,236.00
ALPHA JOSE HERNANDEZ (ALPHA Total					**$ 111,236.00**
AMANDA LEA CHAMBERS	11/15/2024	4026592	LICENSING AGREEMENTS	010	$ 158.00
AMANDA LEA CHAMBERS Total					**$ 158.00**
AMAZON.COM LLC	11/8/2024	4026461	MATERIALS AND SUPPLIES	010	$ 519.80
		4026461	MATERIALS AND SUPPLIES	060	$ 8,719.95
		4026461	MATERIALS AND SUPPLIES	120	$ 70.32
	11/1/2024	4026367	MATERIALS AND SUPPLIES	010	$ 752.50
		4026367	MATERIALS AND SUPPLIES	060	$ 453.86
		4026367	MATERIALS AND SUPPLIES	120	$ 383.02
	11/27/2024	4026822	MATERIALS AND SUPPLIES	010	$ 957.18
		4026822	MATERIALS AND SUPPLIES	060	$ 191.11
		4026822	MATERIALS AND SUPPLIES	050	$ 43.70
		4026822	MATERIALS AND SUPPLIES	080	$ 271.08
		4026822	MATERIALS AND SUPPLIES	120	$ 142.18
	11/15/2024	4026576	MATERIALS AND SUPPLIES	010	$ 45.91
		4026637	MATERIALS AND SUPPLIES	010	$ 932.94
	11/22/2024	4026772	MATERIALS AND SUPPLIES	060	$ 1,958.81
AMAZON.COM LLC Total					**$ 15,442.36**
AMER HASSAN	11/15/2024	4026577	CONTRACTED SERVICES	060	$ 38,400.00
AMER HASSAN Total					**$ 38,400.00**
AMERICA PEREZ	11/22/2024	4026739	MATERIALS AND SUPPLIES	010	$ 147.73
AMERICA PEREZ Total					**$ 147.73**
AMY ELIZABETH RODRIGUES	11/15/2024	4026638	MILEAGE	010	$ 72.36
AMY ELIZABETH RODRIGUES Total					**$ 72.36**
ANA LILIA ESPINOZA RIOS	11/15/2024	4026620	MATERIALS AND SUPPLIES	010	$ 150.00
ANA LILIA ESPINOZA RIOS Total					**$ 150.00**
ANDRE BOUDIN BAKERIES	11/15/2024	4026639	MATERIALS AND SUPPLIES	010	$ 679.69
	11/22/2024	4026773	MATERIALS AND SUPPLIES	010	$ 317.06
ANDRE BOUDIN BAKERIES Total					**$ 996.75**
ANGELA MARIA CUELLAR	11/1/2024	4026406	MATERIALS AND SUPPLIES	010	$ 150.00
ANGELA MARIA CUELLAR Total					**$ 150.00**
ANGELICA AGUILERA	11/15/2024	4026640	MILEAGE	010	$ 52.94
ANGELICA AGUILERA Total					**$ 52.94**
ANNYA R ARTIGAS	11/1/2024	4026407	MATERIALS AND SUPPLIES	010	$ 269.00
ANNYA R ARTIGAS Total					**$ 269.00**
ANTIPASTOS	11/15/2024	4026641	CATERING	060	$ 235.01
ANTIPASTOS Total					**$ 235.01**
ANTONIO ANAYA	11/27/2024	4026793	MATERIALS AND SUPPLIES	010	$ 141.84
ANTONIO ANAYA Total					**$ 141.84**
ARACELI VILLASENOR	11/15/2024	4026621	MATERIALS AND SUPPLIES	130	$ 150.00
ARACELI VILLASENOR Total					**$ 150.00**
ARREOLA, LUIS	11/15/2024	4026622	MATERIALS AND SUPPLIES	010	$ 52.00
ARREOLA, LUIS Total					**$ 52.00**
AT&T	11/14/2024	4026571	TELEPHONE	010	$ 4,294.46
		4026572	TELEPHONE	010	$ 97.80
AT&T Total					**$ 4,392.26**
ATKINSON, ANDELSON, LOYA, RUUD	11/15/2024	4026593	TRAVEL AND CONFERENCES	010	$ 99.00
ATKINSON, ANDELSON, LOYA, RUUD Total					**$ 99.00**

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
ATTAINMENT COMPANY INC.	11/27/2024	4026823	MATERIALS AND SUPPLIES	080	$ 158.98
ATTAINMENT COMPANY INC. Total					**$ 158.98**
A-Z BUS SALES INC	11/8/2024	4026460	BUS SUPPLIES	010	$ 1,280.85
	11/1/2024	4026365	BUS SUPPLIES	010	$ 321.67
	11/27/2024	4026820	BUS SUPPLIES	010	$ 327.94
A-Z BUS SALES INC Total					**$ 1,930.46**
B&H PHOTO-VIDEO	11/27/2024	4026824	MATERIALS AND SUPPLIES	060	$ 120.31
	11/15/2024	4026594	MATERIALS AND SUPPLIES	060	$ 1,326.38
B&H PHOTO-VIDEO Total					**$ 1,446.69**
BALAGOT, MARIA L.	11/8/2024	4026500	PARCEL TAX	010	$ 450.56
BALAGOT, MARIA L. Total					**$ 450.56**
BAY AREA FLOOR MACHINE	11/8/2024	4026462	REPAIR OF EQUIPMENT	010	$ 335.66
BAY AREA FLOOR MACHINE Total					**$ 335.66**
BENCHMARK EDUCATION COMPANY	11/1/2024	4026368	BENCHMARK DECODABLES	060	$ 2,602.37
BENCHMARK EDUCATION COMPANY Total					**$ 2,602.37**
BERPL INC	11/8/2024	4026551	MATERIALS AND SUPPLIES	060	$ 2,726.51
BERPL INC Total					**$ 2,726.51**
BERRY, ANN	11/8/2024	4026501	PARCEL TAX	010	$ 228.86
BERRY, ANN Total					**$ 228.86**
BIOMETRICS4ALL INC.	11/8/2024	4026463	FINGER PRINTING	010	$ 58.50
BIOMETRICS4ALL INC. Total					**$ 58.50**
BLACK OAK SPEECH THERAPY, INC.	11/15/2024	4026578	CONTRACTED SERVICES	080	$ 17,235.00
BLACK OAK SPEECH THERAPY, INC. Total					**$ 17,235.00**
BLANCA CONTRERAS NUNEZ	11/22/2024	4026695	MATERIALS AND SUPPLIES	010	$ 120.39
BLANCA CONTRERAS NUNEZ Total					**$ 120.39**
BLICK ART MATERIALS LLC	11/8/2024	4026464	MATERIALS AND SUPPLIES	010	$ -
		4026464	MATERIALS AND SUPPLIES	060	$ 325.14
	11/22/2024	4026774	MATERIALS AND SUPPLIES	060	$ 56.46
BLICK ART MATERIALS LLC Total					**$ 381.60**
BLUETRITON BRANDS INC.	11/27/2024	4026870	MATERIALS AND SUPPLIES	010	$ 110.99
	11/21/2024	4026690	MATERIALS AND SUPPLIES	010	$ 1,746.26
		4026690	MATERIALS AND SUPPLIES	050	$ 111.80
		4026690	MATERIALS AND SUPPLIES	080	$ 84.65
BLUETRITON BRANDS INC. Total					**$ 2,053.70**
BRAVO, MANDY	11/22/2024	4026740	MATERIALS AND SUPPLIES	010	$ 75.00
BRAVO, MANDY Total					**$ 75.00**
BSN SPORTS LLC	11/27/2024	4026825	MATERIALS AND SUPPLIES	060	$ 216.81
BSN SPORTS LLC Total					**$ 216.81**
CALIFORNIA DEPARTMENT OF	11/14/2024	4026573	A/P - YEAR END ACCRUALS	120	$ 115,058.00
CALIFORNIA DEPARTMENT OF Total					**$ 115,058.00**
CALIFORNIA NEWSPAPERS	11/15/2024	4026595	ADVERTISING	010	$ 314.64
		4026595	ADVERTISING	210	$ 5,868.72
CALIFORNIA NEWSPAPERS Total					**$ 6,183.36**
CALIFORNIA SPORT DESIGN	11/15/2024	4026642	BASKETBALL UNIFORMS	060	$ 1,998.28
		4026642	GIRLS BASKETBALL UNIFORMS	060	$ 890.31
CALIFORNIA SPORT DESIGN Total					**$ 2,888.59**
CAMACHO, LORENA	11/22/2024	4026741	MATERIALS AND SUPPLIES	088	$ 100.00
CAMACHO, LORENA Total					**$ 100.00**
CAMBIUM LEARNING INC.	11/8/2024	4026465	LANGUAGE LIVE STUDENT LICENSES	060	$ 1,380.00
CAMBIUM LEARNING INC. Total					**$ 1,380.00**
CAMERON LAZZARI	11/1/2024	4026354	MATERIALS AND SUPPLIES	010	$ 490.00
	11/22/2024	4026709	MATERIALS AND SUPPLIES	010	$ 2,992.50
CAMERON LAZZARI Total					**$ 3,482.50**
CAMPBELL, THERESA M.	11/1/2024	4026408	PARCEL TAX	010	$ 228.86
CAMPBELL, THERESA M. Total					**$ 228.86**
CANON FINANCIAL SERVICES INC.	11/15/2024	4026670	RENTAL & LEASES-OTHR CONT	010	$ 6,528.23
		4026670	RENTAL & LEASES-OTHR CONT	060	$ 1,419.69
		4026670	RENTAL & LEASES-OTHR CONT	080	$ 197.98
	11/21/2024	4026689	RENTAL & LEASES-OTHR CONT	010	$ 2,634.87
		4026689	RENTAL & LEASES-OTHR CONT	060	$ 2,442.35
		4026689	RENTAL & LEASES-OTHR CONT	050	$ 127.97
		4026689	RENTAL & LEASES-OTHR CONT	080	$ 223.15
		4026689	RENTAL & LEASES-OTHR CONT	130	$ 446.22
		4026689	RENTAL & LEASES-OTHR CONT	210	$ 127.97
CANON FINANCIAL SERVICES INC. Total					**$ 14,148.43**
CARLOS C TRIPODI	11/27/2024	4026794	MILEAGE	010	$ 56.95
CARLOS C TRIPODI Total					**$ 56.95**
CARMELINA BAUTISTA	11/27/2024	4026795	MILEAGE	010	$ 50.25
CARMELINA BAUTISTA Total					**$ 50.25**
CAT FINANCIAL CAT CARD	11/1/2024	4026409	SERVICE AND MAINTENANCE	010	$ 3,503.71
CAT FINANCIAL CAT CARD Total					**$ 3,503.71**
CDW LLC	11/27/2024	4026826	MATERIALS AND SUPPLIES	010	$ 1,612.75
	11/15/2024	4026671	MATERIALS AND SUPPLIES	010	$ 1,577.87
		4026671	MATERIALS AND SUPPLIES	060	$ 601.14
CDW LLC Total					**$ 3,791.76**
CECILIA LARA CHAVEZ	11/1/2024	4026355	FOOD	130	$ 11,454.75
CECILIA LARA CHAVEZ Total					**$ 11,454.75**

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
CELLCO PARTNERSHIP	11/15/2024	4026623	CELLULAR	010	$ 6,555.38
CELLCO PARTNERSHIP Total					**$ 6,555.38**
CERNA, HORTENCIA	11/1/2024	4026410	MATERIALS AND SUPPLIES	130	$ 139.43
CERNA, HORTENCIA Total					**$ 139.43**
CHAU, KHANH	11/22/2024	4026742	PARCEL TAX	010	$ 228.86
CHAU, KHANH Total					**$ 228.86**
CHELTENHAM TO CARMEL HOLDINGS,	11/14/2024	4026568	FOOD	130	$ 25,407.50
CHELTENHAM TO CARMEL HOLDINGS, Total					**$ 25,407.50**
CHEN, CINDY	11/8/2024	4026502	MATERIALS AND SUPPLIES	060	$ 65.38
	11/22/2024	4026743	MATERIALS AND SUPPLIES	060	$ 961.47
CHEN, CINDY Total					**$ 1,026.85**
CHRIS D LEYVA	11/8/2024	4026552	MILEAGE	050	$ 62.98
CHRIS D LEYVA Total					**$ 62.98**
CHRISTINA SARINANA	11/15/2024	4026624	MATERIALS AND SUPPLIES	010	$ 64.78
CHRISTINA SARINANA Total					**$ 64.78**
CHRISTOPHER PHAN	11/8/2024	4026503	MILEAGE	010	$ 79.06
CHRISTOPHER PHAN Total					**$ 79.06**
CINTAS CORPORATION	11/8/2024	4026504	CONTRACTED SERVICES	010	$ 351.82
		4026504	CONTRACTED SERVICES	050	$ 84.23
	11/1/2024	4026369	CONTRACTED SERVICES	010	$ 343.51
		4026369	CONTRACTED SERVICES	050	$ 82.23
	11/15/2024	4026643	CONTRACTED SERVICES	010	$ 804.65
		4026643	CONTRACTED SERVICES	050	$ 166.46
	11/22/2024	4026710	CONTRACTED SERVICES	010	$ 343.51
		4026710	CONTRACTED SERVICES	050	$ 82.23
CINTAS CORPORATION Total					**$ 2,258.64**
CITY OF SAN JOSE	11/27/2024	4026788	SEWAGE	010	$ 149,211.60
CITY OF SAN JOSE Total					**$ 149,211.60**
CITY YEAR INC.	11/8/2024	4026466	CONTRACTED SERVICES	060	$ 31,250.00
CITY YEAR INC. Total					**$ 31,250.00**
COAST DESIGNS	11/22/2024	4026696	MATERIALS AND SUPPLIES	088	$ 1,144.76
COAST DESIGNS Total					**$ 1,144.76**
CORWIN	11/22/2024	4026711	MATERIALS AND SUPPLIES	060	$ 854.16
CORWIN Total					**$ 854.16**
COUNTY BUILDING MATERIALS INC.	11/1/2024	4026370	MATERIALS AND SUPPLIES	050	$ 2,459.73
	11/15/2024	4026625	MATERIALS AND SUPPLIES	050	$ 974.41
COUNTY BUILDING MATERIALS INC. Total					**$ 3,434.14**
CREAM CO. LLC	11/8/2024	4026505	FOOD	130	$ 10,475.79
	11/27/2024	4026827	FOOD	130	$ 14,180.41
CREAM CO. LLC Total					**$ 24,656.20**
CREATIVE LEARNING AND	11/15/2024	4026644	CONTRACTED SERVICES	060	$ 15,000.00
CREATIVE LEARNING AND Total					**$ 15,000.00**
CREATIVE LEARNING CENTER	11/8/2024	4026467	SUBAGREEMENTS FOR SERVICE	080	$ 10,681.50
	11/15/2024	4026645	CONTRACTED SERVICES	080	$ 17,980.50
CREATIVE LEARNING CENTER Total					**$ 28,662.00**
CRISTOBAL CORTES	11/8/2024	4026506	MATERIALS AND SUPPLIES	010	$ 150.00
CRISTOBAL CORTES Total					**$ 150.00**
CRYSTAL CREAMERY INC.	11/21/2024	4026693	FOOD	130	$ 74,324.96
CRYSTAL CREAMERY INC. Total					**$ 74,324.96**
CURRICULUM ASSOCIATES LLC	11/8/2024	4026507	LICENSING AGREEMENTS	060	$ 2,200.00
CURRICULUM ASSOCIATES LLC Total					**$ 2,200.00**
DAILY JOURNAL CORPORATION	11/1/2024	4026371	ADVERTISING	010	$ 42.50
	11/15/2024	4026596	ADVERTISING	210	$ 2,836.00
DAILY JOURNAL CORPORATION Total					**$ 2,878.50**
DAISY MADRIGAL	11/27/2024	4026796	MATERIALS AND SUPPLIES	010	$ 178.90
		4026796	MATERIALS AND SUPPLIES	088	$ 69.99
DAISY MADRIGAL Total					**$ 248.89**
DALE SCOTT & CO INC	11/22/2024	4026712	CONTRACTED SERVICES	210	$ 1,500.00
DALE SCOTT & CO INC Total					**$ 1,500.00**
DBA: AMERGIS HEALTHCARE STAFFI	11/1/2024	4026411	CONTRACTED SERVICES	010	$ 10,107.50
	11/27/2024	4026828	CONTRACTED SERVICES	010	$ 3,718.00
	11/15/2024	4026597	CONTRACTED SERVICES	010	$ 13,514.52
		4026686	CONTRACTED SERVICES	010	$ (10,107.50)
		4026686	CONTRACTED SERVICES	080	$ 103,354.50
	11/22/2024	4026713	CONTRACTED SERVICES	010	$ 13,506.05
DBA: AMERGIS HEALTHCARE STAFFI Total					**$ 134,093.07**
DBA: PALACE BUSINESS SOLUTIONS	11/8/2024	4026468	MATERIALS AND SUPPLIES	010	$ 7,014.85
	11/1/2024	4026372	MATERIALS AND SUPPLIES	010	$ 10,806.76
	11/27/2024	4026846	MATERIALS AND SUPPLIES	010	$ 2,241.54
	11/15/2024	4026672	MATERIALS AND SUPPLIES	010	$ 11,973.77
DBA: PALACE BUSINESS SOLUTIONS Total					**$ 32,036.92**
DELTA DENTAL	11/5/2024	4026444	OTHER INSURANCE	670	$ 825.12
DELTA DENTAL Total					**$ 825.12**
DIANA TUCKER	11/1/2024	4026373	INSTRUMENT REPAIRS	060	$ 2,019.52
DIANA TUCKER Total					**$ 2,019.52**
DIAZ ZULEMA	11/15/2024	4026646	MATERIALS AND SUPPLIES	010	$ 150.00
DIAZ ZULEMA Total					**$ 150.00**

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
E.L. ACHIEVE INC.	11/1/2024	4026374	MATERIALS FOR CM PD	060	$ 4,865.44
E.L. ACHIEVE INC. Total					**$ 4,865.44**
EAST BAY REFRIGERATION INC.	11/8/2024	4026469	DELIVERY-SET UP OF RENTAL UNIT	130	$ 321.01
		4026508	CONTRACTED SERVICES	130	$ 435.00
		4026508	PARTS	130	$ 70.00
	11/1/2024	4026375	CONTRACTED SERVICES	130	$ 1,510.00
		4026375	RENTAL UNIT REACH IN REFRIGERA	130	$ 150.39
		4026375	PARTS	130	$ 400.00
		4026375	PARTS	130	$ 70.00
	11/27/2024	4026829	CONTRACTED SERVICES	130	$ 1,943.44
		4026829	PARTS	130	$ 1,255.20
	11/15/2024	4026579	DELIVERY-SET UP OF RENTAL UNIT	130	$ 1,113.50
		4026598	CONTRACTED SERVICES	130	$ 290.00
		4026598	PARTS	130	$ 70.00
		4026647	CONTRACTED SERVICES	130	$ 1,353.94
		4026647	PARTS	130	$ 377.48
	11/22/2024	4026714	CONTRACTED SERVICES	130	$ 2,876.88
EAST BAY REFRIGERATION INC. Total					**$ 12,236.84**
EDGES ELECTRICAL GROUP LLC	11/8/2024	4026509	MATERIALS AND SUPPLIES	050	$ 440.82
	11/1/2024	4026376	MATERIALS AND SUPPLIES	050	$ 1,285.24
	11/15/2024	4026626	MATERIALS AND SUPPLIES	050	$ 2,799.67
EDGES ELECTRICAL GROUP LLC Total					**$ 4,525.73**
EDNA LACANLALE BALISI	11/22/2024	4026744	MATERIALS AND SUPPLIES	130	$ 150.00
EDNA LACANLALE BALISI Total					**$ 150.00**
EDUCATION HOUSING PARTNERS INC	11/27/2024	4026830	OTHER COSTS - PLANNING	210	$ 35,322.50
EDUCATION HOUSING PARTNERS INC Total					**$ 35,322.50**
EDUCATIONAL IDEAS INC.	11/22/2024	4026775	TEACHER SUPPLIES	010	$ 454.00
EDUCATIONAL IDEAS INC. Total					**$ 454.00**
EDWARDS-WRIGHT, JODI	11/27/2024	4026797	MATERIALS AND SUPPLIES	010	$ 34.28
EDWARDS-WRIGHT, JODI Total					**$ 34.28**
EINSTEIN NOAH RESTAURANT	11/8/2024	4026470	CATERING	010	$ 444.45
		4026510	CATERING	010	$ 982.52
		4026553	CATERING	010	$ 55.78
	11/1/2024	4026377	CATERING	010	$ 665.82
	11/27/2024	4026831	CATERING	010	$ 1,260.93
	11/15/2024	4026599	CATERING	010	$ 236.53
	11/22/2024	4026697	CATERING	010	$ 156.95
		4026697	CATERING	060	$ 189.53
		4026715	CATERING	010	$ 71.02
EINSTEIN NOAH RESTAURANT Total					**$ 4,063.53**
ELIAS VIDRIO	11/27/2024	4026798	MATERIALS AND SUPPLIES	010	$ 150.00
ELIAS VIDRIO Total					**$ 150.00**
ELIZABETH CONTRERAS	11/8/2024	4026511	MATERIALS AND SUPPLIES	010	$ 150.00
ELIZABETH CONTRERAS Total					**$ 150.00**
EM LE	11/22/2024	4026745	MATERIALS AND SUPPLIES	010	$ 150.00
EM LE Total					**$ 150.00**
EMERIC BISBEE	11/8/2024	4026512	MATERIALS AND SUPPLIES	088	$ 125.39
	11/15/2024	4026580	OUTDR ED-FLD TRIP-ADMISSI	060	$ 327.50
EMERIC BISBEE Total					**$ 452.89**
EMILY BETH MCCHRISTIAN	11/8/2024	4026513	MILEAGE	010	$ 36.85
EMILY BETH MCCHRISTIAN Total					**$ 36.85**
ENVIRONMENTAL SYSTEMS INC	11/27/2024	4026832	PREVENTIVE EQUIP MAINTENA	050	$ 5,347.00
ENVIRONMENTAL SYSTEMS INC Total					**$ 5,347.00**
ERGINO, ERNESTO B. AND AMY M.	11/8/2024	4026554	PARCEL TAX	010	$ 450.56
ERGINO, ERNESTO B. AND AMY M. Total					**$ 450.56**
ERICKSON, DONNA DENISE	11/22/2024	4026746	PARCEL TAX	010	$ 228.86
ERICKSON, DONNA DENISE Total					**$ 228.86**
ERIN DEVINE	11/8/2024	4026514	CONTRACTED SERVICES	080	$ 22,610.00
ERIN DEVINE Total					**$ 22,610.00**
ESPINOSA AVALOS, ADRIAN	11/27/2024	4026799	MATERIALS AND SUPPLIES	010	$ 150.00
ESPINOSA AVALOS, ADRIAN Total					**$ 150.00**
EVELYN CARRILLO	11/15/2024	4026648	SETTLEMENT AGREEMENT	080	$ 596.50
EVELYN CARRILLO Total					**$ 596.50**
EVELYN LOPEZ	11/27/2024	4026800	MATERIALS AND SUPPLIES	060	$ 245.91
	11/15/2024	4026627	MATERIALS AND SUPPLIES	010	$ 101.36
EVELYN LOPEZ Total					**$ 347.27**
FAITH IN ACTION COMMUNITY	11/1/2024	4026378	CONTRACTED SERVICES	060	$ 3,000.00
FAITH IN ACTION COMMUNITY Total					**$ 3,000.00**
FEDERAL EXPRESS	11/1/2024	4026412	POSTAGE	010	$ 106.00
	11/27/2024	4026801	POSTAGE	010	$ 71.10
	11/15/2024	4026673	POSTAGE	010	$ 78.12
FEDERAL EXPRESS Total					**$ 255.22**
FERGUSON US HOLDINGS, INC.	11/27/2024	4026833	MATERIALS AND SUPPLIES	050	$ 770.48
	11/22/2024	4026776	MATERIALS AND SUPPLIES	050	$ 3,653.78
FERGUSON US HOLDINGS, INC. Total					**$ 4,424.26**
FERNANDO P CRESPO	11/22/2024	4026747	MATERIALS AND SUPPLIES	010	$ 150.00
FERNANDO P CRESPO Total					**$ 150.00**

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
FIERY GINGER FARM LLC	11/8/2024	4026515	FOOD	130	$ 2,938.49
		4026555	FOOD	130	$ 1,050.49
	11/1/2024	4026356	FOOD	130	$ 537.77
	11/15/2024	4026581	FOOD	130	$ 2,852.58
		4026600	FOOD	130	$ 654.02
	11/22/2024	4026716	FOOD	130	$ 3,442.34
FIERY GINGER FARM LLC Total					**$ 11,475.69**
FIGONE MATERIALS INC.	11/27/2024	4026847	MATERIALS AND SUPPLIES	050	$ 2,680.78
FIGONE MATERIALS INC. Total					**$ 2,680.78**
FIGUEROA, JAIME	11/27/2024	4026802	MILEAGE	010	$ 128.32
	11/15/2024	4026649	MILEAGE	010	$ 33.24
FIGUEROA, JAIME Total					**$ 161.56**
FIRST STUDENT INC.	11/8/2024	4026471	TRIP #00112826 - TRIP 10/18/24	088	$ 1,152.87
	11/15/2024	4026582	BUS TRANSPORTATION NON AR	060	$ 2,557.06
	11/22/2024	4026698	BUS TRANSPORTATION NON AR	060	$ 2,557.06
FIRST STUDENT INC. Total					**$ 6,266.99**
FIX AIR	11/8/2024	4026516	MATERIALS AND SUPPLIES	050	$ 1,243.77
FIX AIR Total					**$ 1,243.77**
FRESNO BIPOC PRODUCE INC.	11/8/2024	4026472	FOOD	130	$ 1,831.25
		4026517	FOOD	130	$ 293.75
	11/1/2024	4026357	FOOD	130	$ 293.75
		4026379	FOOD	130	$ 1,918.75
	11/15/2024	4026601	FOOD	130	$ 293.75
	11/22/2024	4026717	FOOD	130	$ 3,575.00
		4026777	FOOD	130	$ 293.75
FRESNO BIPOC PRODUCE INC. Total					**$ 8,500.00**
GARAY, CONCEPCION	11/1/2024	4026413	PARCEL TAX	010	$ 228.86
GARAY, CONCEPCION Total					**$ 228.86**
GARDA CL WEST	11/15/2024	4026602	CONTRACTED SERVICES	010	$ 209.07
		4026602	CONTRACTED SERVICES	130	$ 209.07
GARDA CL WEST Total					**$ 418.14**
GARDENLAND CENTER INC.	11/27/2024	4026834	MATERIALS AND SUPPLIES	050	$ 599.08
GARDENLAND CENTER INC. Total					**$ 599.08**
GATEWAY EDUCATION HOLDING LLC	11/27/2024	4026848	CONTRACTED SERVICES	060	$ 6,900.00
GATEWAY EDUCATION HOLDING LLC Total					**$ 6,900.00**
GILBERT AND MARY ESTRADA	11/22/2024	4026748	PARCEL TAX	010	$ 450.56
GILBERT AND MARY ESTRADA Total					**$ 450.56**
GILBERT R. RIOS	11/1/2024	4026414	PARCEL TAX	010	$ 450.56
GILBERT R. RIOS Total					**$ 450.56**
GOLD STAR FOODS	11/7/2024	4026453	FOOD	130	$ 202,870.77
GOLD STAR FOODS Total					**$ 202,870.77**
GRADY, JAMES	11/8/2024	4026518	PARCEL TAX	010	$ 664.66
GRADY, JAMES Total					**$ 664.66**
GREENESPORT ASSOCIATION	11/27/2024	4026835	CONTRACTED SERVICES	060	$ 505.00
	11/22/2024	4026778	CONTRACTED SERVICES	060	$ 405.00
GREENESPORT ASSOCIATION Total					**$ 910.00**
GRISEL AGUILAR ZUNIGA	11/22/2024	4026749	MATERIALS AND SUPPLIES	130	$ 118.10
GRISEL AGUILAR ZUNIGA Total					**$ 118.10**
HA, ANNIE	11/1/2024	4026415	PARCEL TAX	010	$ 228.86
HA, ANNIE Total					**$ 228.86**
HAILEY QUINTERO	11/1/2024	4026416	MATERIALS AND SUPPLIES	010	$ 250.00
HAILEY QUINTERO Total					**$ 250.00**
HARRY L. MURPHY INC.	11/8/2024	4026473	MARIELA HEREDIA	140	$ 224.22
HARRY L. MURPHY INC. Total					**$ 224.22**
HENRY AND LORI LOUIE	11/1/2024	4026417	PARCEL TAX	010	$ 228.86
HENRY AND LORI LOUIE Total					**$ 228.86**
HINCHBEERGER, MAUREEN NANCY	11/8/2024	4026519	PARCEL TAX	010	$ 664.66
HINCHBEERGER, MAUREEN NANCY Total					**$ 664.66**
HOME DEPOT U.S.A. INC.	11/8/2024	4026474	MATERIALS AND SUPPLIES	010	$ 610.70
		4026474	MATERIALS AND SUPPLIES	050	$ 187.01
	11/1/2024	4026380	MATERIALS AND SUPPLIES	050	$ 37.68
	11/27/2024	4026789	MATERIALS AND SUPPLIES	060	$ 515.46
		4026836	MATERIALS AND SUPPLIES	060	$ 297.83
		4026836	MATERIALS AND SUPPLIES	050	$ 670.26
	11/15/2024	4026628	MATERIALS AND SUPPLIES	050	$ 4,314.79
	11/22/2024	4026699	MATERIALS AND SUPPLIES	010	$ 275.90
		4026699	MATERIALS AND SUPPLIES	060	$ 255.26
HOME DEPOT U.S.A. INC. Total					**$ 7,164.89**
HORIZON DISTRIBUTORS INC	11/8/2024	4026520	MATERIALS AND SUPPLIES	050	$ 125.46
	11/1/2024	4026381	MATERIALS AND SUPPLIES	050	$ 1,561.18
	11/15/2024	4026674	MATERIALS AND SUPPLIES	050	$ 2,546.80
	11/22/2024	4026718	MATERIALS AND SUPPLIES	050	$ 56.10
HORIZON DISTRIBUTORS INC Total					**$ 4,289.54**
HOUGHTON MIFFLIN HARCOURT	11/27/2024	4026837	ENGLISH 3D LICENSE TE AND TB	060	$ 12,668.72
HOUGHTON MIFFLIN HARCOURT Total					**$ 12,668.72**
IMAGINE LEARNING LLC	11/8/2024	4026475	TITLE III/LICENSING	060	$ 37,500.00
IMAGINE LEARNING LLC Total					**$ 37,500.00**

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
INDUSTRIAL PLUMBING SUPPLY LLC	11/15/2024	4026675	MATERIALS AND SUPPLIES	050	$ 1,429.73
INDUSTRIAL PLUMBING SUPPLY LLC Total					**$ 1,429.73**
IRIS LYNN CHAREST	11/27/2024	4026803	MATERIALS AND SUPPLIES	010	$ 75.00
IRIS LYNN CHAREST Total					**$ 75.00**
IRMA GUERRA MARTINEZ	11/22/2024	4026750	MATERIALS AND SUPPLIES	130	$ 145.23
IRMA GUERRA MARTINEZ Total					**$ 145.23**
J.W. PEPPER & SON INC.	11/8/2024	4026476	MATERIALS AND SUPPLIES	060	$ 101.71
	11/22/2024	4026705	MATERIALS AND SUPPLIES	060	$ 201.29
J.W. PEPPER & SON INC. Total					**$ 303.00**
JACQUELINE DOMINGUEZ	11/8/2024	4026521	MATERIALS AND SUPPLIES	010	$ 150.00
JACQUELINE DOMINGUEZ Total					**$ 150.00**
JAIME MONTENEGRO	11/8/2024	4026522	PARCEL TAX	010	$ 450.56
JAIME MONTENEGRO Total					**$ 450.56**
JANET ALVAREZ	11/22/2024	4026751	MATERIALS AND SUPPLIES	010	$ 150.00
JANET ALVAREZ Total					**$ 150.00**
JASMIN LEGRANDE	11/22/2024	4026779	MATERIALS AND SUPPLIES	010	$ 167.50
JASMIN LEGRANDE Total					**$ 167.50**
JENKINS/GALES & MARTINEZ, INC.	11/8/2024	4026477	CONSTRUCTION MANAGEMENT	210	$ 82,945.00
JENKINS/GALES & MARTINEZ, INC. Total					**$ 82,945.00**
JENNIFER TIMMINS	11/8/2024	4026523	MILEAGE	060	$ 64.32
	11/1/2024	4026418	MATERIALS AND SUPPLIES	010	$ 32.78
	11/27/2024	4026804	MILEAGE	060	$ 56.28
JENNIFER TIMMINS Total					**$ 153.38**
JEREMIAH CONCEPCION	11/27/2024	4026805	MATERIALS AND SUPPLIES	010	$ 150.00
JEREMIAH CONCEPCION Total					**$ 150.00**
JESS FERNANDEZ	11/15/2024	4026629	CONTRACTED SERVICES	050	$ 9,450.00
JESS FERNANDEZ Total					**$ 9,450.00**
JESUS L ARAUJO JR	11/1/2024	4026419	MATERIALS AND SUPPLIES	010	$ 203.60
JESUS L ARAUJO JR Total					**$ 203.60**
JOHNNY RAY VILLALOBOS	11/27/2024	4026806	MATERIALS AND SUPPLIES	010	$ 142.18
JOHNNY RAY VILLALOBOS Total					**$ 142.18**
JORDAN KNIGHTON ARCHITECTS INC	11/22/2024	4026780	CONTRACTED SERVICES	210	$ 13,120.00
JORDAN KNIGHTON ARCHITECTS INC Total					**$ 13,120.00**
JORGE A ALVAREZ JR	11/27/2024	4026807	MATERIALS AND SUPPLIES	010	$ 150.00
JORGE A ALVAREZ JR Total					**$ 150.00**
JORGE HERNANDEZ RIVERA	11/15/2024	4026630	MATERIALS AND SUPPLIES	010	$ 150.00
JORGE HERNANDEZ RIVERA Total					**$ 150.00**
JOSE CORTEZ	11/22/2024	4026752	MATERIALS AND SUPPLIES	010	$ 329.08
JOSE CORTEZ Total					**$ 329.08**
JUAN ZUNIGA	11/27/2024	4026808	MATERIALS AND SUPPLIES	010	$ 141.11
JUAN ZUNIGA Total					**$ 141.11**
KAISER PERMANENTE	11/5/2024	4026445	INSURANCE	670	$ 357.05
KAISER PERMANENTE Total					**$ 357.05**
KARINA BRACAMONTES	11/15/2024	4026631	MATERIALS AND SUPPLIES	088	$ 28.58
KARINA BRACAMONTES Total					**$ 28.58**
KATRINA VALDEZ	11/15/2024	4026583	CONTRACTED SERVICES	060	$ 9,333.00
KATRINA VALDEZ Total					**$ 9,333.00**
KATRINA ZHANG	11/8/2024	4026524	MILEAGE	130	$ 199.26
	11/22/2024	4026753	MATERIALS AND SUPPLIES	010	$ 85.79
KATRINA ZHANG Total					**$ 285.05**
KEENAN & ASSOCIATES	11/5/2024	4026446	OTHER INSURANCE	670	$ 112,363.00
		4026447	OTHER INSURANCE	670	$ 11,143.00
KEENAN & ASSOCIATES Total					**$ 123,506.00**
KEVIN DAVID WEBSTER	11/22/2024	4026754	MILEAGE	080	$ 92.46
KEVIN DAVID WEBSTER Total					**$ 92.46**
KHAI Q. TRAN	11/1/2024	4026382	SERVICE AND MAINTENANCE	050	$ 7,250.00
KHAI Q. TRAN Total					**$ 7,250.00**
KIPP HEARTWOOD ACADEMY	11/8/2024	4026556	TRF TO CHARTER SCHL IN LI	010	$ 108,007.00
KIPP HEARTWOOD ACADEMY Total					**$ 108,007.00**
KIPP PRIZE PREPARATORY ACADEMY	11/8/2024	4026557	TRF TO CHARTER SCHL IN LI	010	$ 103,792.00
KIPP PRIZE PREPARATORY ACADEMY Total					**$ 103,792.00**
KRISTIN ANN BURT	11/27/2024	4026809	MATERIALS AND SUPPLIES	010	$ 79.79
		4026809	MATERIALS AND SUPPLIES	060	$ 226.91
	11/22/2024	4026755	MATERIALS AND SUPPLIES	120	$ 84.70
KRISTIN ANN BURT Total					**$ 391.40**
KSHIRSAGAR, SHRISHARADA N	11/1/2024	4026420	MATERIALS AND SUPPLIES	060	$ 914.19
KSHIRSAGAR, SHRISHARADA N Total					**$ 914.19**
LACY ROBERT AND JAMIE	11/1/2024	4026421	PARCEL TAX	010	$ 228.86
LACY ROBERT AND JAMIE Total					**$ 228.86**
LAKESHORE EQUIPMENT COMPANY	11/8/2024	4026478	MATERIALS AND SUPPLIES	010	$ 284.79
	11/1/2024	4026383	MATERIALS AND SUPPLIES	060	$ 118.31
	11/27/2024	4026838	MATERIALS AND SUPPLIES	010	$ 905.95
		4026838	MATERIALS AND SUPPLIES	060	$ 424.90
	11/15/2024	4026603	MATERIALS AND SUPPLIES	010	$ 199.99
		4026676	MATERIALS AND SUPPLIES	010	$ 1,507.76
		4026676	MATERIALS AND SUPPLIES	060	$ 1,000.36
		4026676	MATERIALS AND SUPPLIES	120	$ 636.90

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
LAKESHORE EQUIPMENT COMPANY	11/22/2024	4026700	MATERIALS AND SUPPLIES	010	$ 195.97
LAKESHORE EQUIPMENT COMPANY Total					$ 5,274.93
LANGUAGE PEOPLE INC	11/27/2024	4026839	CONTRACTED SERVICES	010	$ 2,925.76
	11/15/2024	4026604	CONTRACTED SERVICES	010	$ 1,682.24
LANGUAGE PEOPLE INC Total					$ 4,608.00
LAO, NGIM KAR	11/22/2024	4026756	PARCEL TAX	010	$ 228.86
LAO, NGIM KAR Total					$ 228.86
LAURA MARISCAL LOPEZ	11/1/2024	4026422	MILEAGE	130	$ 53.60
LAURA MARISCAL LOPEZ Total					$ 53.60
LAURENCIA SENABRIA	11/22/2024	4026757	MATERIALS AND SUPPLIES	130	$ 130.93
LAURENCIA SENABRIA Total					$ 130.93
LAURIE ANN HERSEY	11/1/2024	4026358	MATERIALS AND SUPPLIES	010	$ 250.00
LAURIE ANN HERSEY Total					$ 250.00
LDP INC	11/15/2024	4026650	CONTRACTED SERVICES	060	$ 964.46
LDP INC Total					$ 964.46
LIDIA GALLARDO	11/27/2024	4026810	MATERIALS AND SUPPLIES	010	$ 150.00
LIDIA GALLARDO Total					$ 150.00
LIMINEX INC	11/27/2024	4026871	ONLINE CURRICULAR SUBSCRIPTION	060	$ 497.00
LIMINEX INC Total					$ 497.00
LIONICIA CRUZ	11/8/2024	4026525	MILEAGE	130	$ 12.06
	11/15/2024	4026584	MATERIALS AND SUPPLIES	130	$ 125.76
LIONICIA CRUZ Total					$ 137.82
LIRA, ROSALBA	11/1/2024	4026443	SALARY	010	$ 1,787.63
LIRA, ROSALBA Total					$ 1,787.63
LISTEN INNOVATION INC	11/22/2024	4026701	ONLINE CURRICULAR SUBSCRIPTION	060	$ 7,012.00
LISTEN INNOVATION INC Total					$ 7,012.00
LITERACY RESOURCES LLC	11/1/2024	4026384	MATERIALS AND SUPPLIES	060	$ 13,959.40
	11/27/2024	4026840	HEGGERTY READ WORKBOOKS	060	$ 3,672.68
LITERACY RESOURCES LLC Total					$ 17,632.08
LITTLE HEROES	11/21/2024	4026691	CONTRACTED SERVICES	010	$ 40,200.00
		4026691	CONTRACTED SERVICES	060	$ 13,400.00
LITTLE HEROES Total					$ 53,600.00
LOGO LOCKER LLC	11/15/2024	4026605	BASKETBALL UNIFORMS 2	060	$ 745.96
LOGO LOCKER LLC Total					$ 745.96
LOPEZ MICHAEL	11/27/2024	4026811	MATERIALS AND SUPPLIES	010	$ 131.25
LOPEZ MICHAEL Total					$ 131.25
LOZANO SMITH LLP	11/1/2024	4026385	LEGAL EXPENSES	010	$ 23,617.31
		4026385	LEGAL EXPENSES	080	$ 8,853.50
	11/22/2024	4026719	LEGAL EXPENSES	010	$ 25,736.91
		4026719	LEGAL EXPENSES	080	$ 3,503.50
LOZANO SMITH LLP Total					$ 61,711.22
LUCERO, MILLIE	11/22/2024	4026758	PARCEL TAX	010	$ 450.56
LUCERO, MILLIE Total					$ 450.56
LUIS ABRAHAM TORRES	11/22/2024	4026759	MILEAGE	080	$ 79.73
LUIS ABRAHAM TORRES Total					$ 79.73
LUIS ENRIQUE GARCIA	11/27/2024	4026812	MATERIALS AND SUPPLIES	010	$ 150.00
LUIS ENRIQUE GARCIA Total					$ 150.00
LUZ MARIA ALCARAZ	11/15/2024	4026632	MATERIALS AND SUPPLIES	010	$ 150.00
LUZ MARIA ALCARAZ Total					$ 150.00
MANSON WESTERN CORPORATION	11/27/2024	4026841	MATERIALS AND SUPPLIES	080	$ 506.54
	11/15/2024	4026651	TEACHER SUPPLIES	010	$ 123.93
MANSON WESTERN CORPORATION Total					$ 630.47
MARCELINA RUIZ	11/1/2024	4026423	MATERIALS AND SUPPLIES	010	$ 131.23
MARCELINA RUIZ Total					$ 131.23
MARIA CABRERA	11/8/2024	4026526	MILEAGE	080	$ 67.67
MARIA CABRERA Total					$ 67.67
MARIA CARMINA OROZCO	11/27/2024	4026813	MILEAGE	010	$ 356.44
MARIA CARMINA OROZCO Total					$ 356.44
MARIA DILSA GONZALEZ	11/22/2024	4026760	MATERIALS AND SUPPLIES	130	$ 103.34
MARIA DILSA GONZALEZ Total					$ 103.34
MARIA ELENA CASTILLO	11/27/2024	4026814	MATERIALS AND SUPPLIES	010	$ 150.00
MARIA ELENA CASTILLO Total					$ 150.00
MARTA CERVANTES	11/27/2024	4026815	MATERIALS AND SUPPLIES	010	$ 150.00
MARTA CERVANTES Total					$ 150.00
MARTHA ARAMBULA CONTRERAS	11/8/2024	4026527	MATERIALS AND SUPPLIES	130	$ 150.00
MARTHA ARAMBULA CONTRERAS Total					$ 150.00
MAXIM HEALTHCARE SERVICES	11/8/2024	4026479	CONTRACTED SERVICES	080	$ 248,578.00
	11/15/2024	4026652	CONTRACTED SERVICES	080	$ 278,577.00
MAXIM HEALTHCARE SERVICES Total					$ 527,155.00
MCGRAW-HILL EDUCATION INC.	11/27/2024	4026842	IMPACTO TEXTBOOKS	060	$ 506.30
MCGRAW-HILL EDUCATION INC. Total					$ 506.30
MCKINLEY ELEVATOR CORPORATION	11/1/2024	4026386	CONTRACTED SERVICES	050	$ 600.00
	11/27/2024	4026843	CONTRACTED SERVICES	050	$ 600.00
MCKINLEY ELEVATOR CORPORATION Total					$ 1,200.00
MERCADO, ANA	11/22/2024	4026761	MILEAGE	130	$ 8.04
MERCADO, ANA Total					$ 8.04
METLIFE SMALL MARKET	11/5/2024	4026448	LIFE INSURANCE	010	$ 2,394.45

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
METLIFE SMALL MARKET Total					$ 2,394.45
MEXICO BAKERY INC	11/1/2024	4026387	CATERING	010	$ 1,175.00
	11/27/2024	4026844	CATERING	010	$ 204.53
	11/22/2024	4026762	CATERING	010	$ 470.00
		4026781	CATERING	010	$ 80.38
MEXICO BAKERY INC Total					$ 1,929.91
MICHAEL OWEN WRIGHT	11/1/2024	4026424	MATERIALS AND SUPPLIES	010	$ 61.16
MICHAEL OWEN WRIGHT Total					$ 61.16
MICHELLE MARTINEZ	11/22/2024	4026702	MATERIALS AND SUPPLIES	060	$ 168.56
MICHELLE MARTINEZ Total					$ 168.56
MIKES SHY NON SHIRTS INC.	11/1/2024	4026388	SHIRTS - ATTENDANCE INCENTIVES	060	$ 3,011.64
		4026388	INVOICE #6301 - ASB T-SHIRTS	088	$ 985.03
MIKES SHY NON SHIRTS INC. Total					$ 3,996.67
MINDFUL LIFE PROJECT	11/15/2024	4026653	CONTRACTED SERVICES	010	$ 625.00
		4026653	CONTRACTED SERVICES	088	$ 1,875.00
MINDFUL LIFE PROJECT Total					$ 2,500.00
MONTEREY COUNTY OFFICE OF	11/15/2024	4026654	ADMINISTRATION COST	060	$ 100.00
MONTEREY COUNTY OFFICE OF Total					$ 100.00
MORRISSEY COMPTON	11/8/2024	4026528	CONTRACTED SERVICES	080	$ 400.00
MORRISSEY COMPTON Total					$ 400.00
MTC RESTAURANT GROUP, LLC	11/1/2024	4026389	CATERING	120	$ 573.88
	11/15/2024	4026655	CATERING	010	$ 222.41
	11/22/2024	4026720	CATERING	060	$ 420.75
MTC RESTAURANT GROUP, LLC Total					$ 1,217.04
MURILLO, JAIME	11/1/2024	4026425	MATERIALS AND SUPPLIES	130	$ 76.55
MURILLO, JAIME Total					$ 76.55
NADIA G MIRANDA	11/15/2024	4026585	MILEAGE	130	$ 62.31
NADIA G MIRANDA Total					$ 62.31
NANCY ANN HADDOX	11/1/2024	4026359	MATERIALS AND SUPPLIES	010	$ 295.31
NANCY ANN HADDOX Total					$ 295.31
NAPA AUTO PARTS	11/8/2024	4026529	MATERIALS AND SUPPLIES	010	$ 47.31
NAPA AUTO PARTS Total					$ 47.31
NCS PEARSON INC.	11/27/2024	4026849	LICENSING AGREEMENTS	080	$ 290.00
		4026849	MATERIALS AND SUPPLIES	010	$ 1,317.56
	11/15/2024	4026606	MATERIALS AND SUPPLIES	080	$ 64.75
NCS PEARSON INC. Total					$ 1,672.31
NGHIEP TRAN	11/1/2024	4026426	PARCEL TAX	010	$ 228.86
NGHIEP TRAN Total					$ 228.86
NGUYEN, VAN	11/1/2024	4026427	MATERIALS AND SUPPLIES	010	$ 160.00
NGUYEN, VAN Total					$ 160.00
NIMCO INC.	11/1/2024	4026390	RED RIBBON WEEK 2024-2025	088	$ 135.46
NIMCO INC. Total					$ 135.46
NINYO & MOORE GEOTECHNICAL AND	11/27/2024	4026850	CONTRACTED SERVICES	210	$ 727.00
	11/15/2024	4026656	CONTRACTED SERVICES	210	$ 783.77
NINYO & MOORE GEOTECHNICAL AND Total					$ 1,510.77
NOR CAL FUNDRAISING	11/27/2024	4026851	FUNDRAISING	088	$ 7,979.14
	11/22/2024	4026721	FUNDRAISING	088	$ 2,594.60
NOR CAL FUNDRAISING Total					$ 10,573.74
OCCUPATIONAL HEALTH CTR OF CA	11/8/2024	4026481	PHYSICAL EXAMS - PRE EMPL	010	$ 135.00
OCCUPATIONAL HEALTH CTR OF CA Total					$ 135.00
OFFICE DEPOT BUSINESS SOLUTION	11/8/2024	4026564	MATERIALS AND SUPPLIES	010	$ 2,105.08
		4026564	MATERIALS AND SUPPLIES	060	$ 233.03
		4026564	MATERIALS AND SUPPLIES	210	$ 390.50
		4026566	MATERIALS AND SUPPLIES	010	$ 2,559.01
		4026566	MATERIALS AND SUPPLIES	130	$ 113.31
		4026566	MATERIALS AND SUPPLIES	210	$ 13.12
	11/1/2024	4026441	MATERIALS AND SUPPLIES	010	$ 1,936.00
		4026441	MATERIALS AND SUPPLIES	060	$ 642.90
		4026441	MATERIALS AND SUPPLIES	080	$ 183.75
		4026441	MATERIALS AND SUPPLIES	210	$ 272.07
		4026442	MATERIALS AND SUPPLIES	010	$ 2,598.51
	11/22/2024	4026703	MATERIALS AND SUPPLIES	010	$ 694.07
		4026706	MATERIALS AND SUPPLIES	010	$ 2,347.49
		4026706	MATERIALS AND SUPPLIES	130	$ 63.65
		4026769	MATERIALS AND SUPPLIES	010	$ 4,316.93
		4026769	MATERIALS AND SUPPLIES	130	$ 106.51
OFFICE DEPOT BUSINESS SOLUTION Total					$ 18,575.93
ONE STONE APPAREL INC.	11/1/2024	4026391	MATERIALS AND SUPPLIES	010	$ 3,058.77
	11/27/2024	4026852	MATERIALS AND SUPPLIES	010	$ 128.76
	11/22/2024	4026722	MATERIALS AND SUPPLIES	088	$ 1,660.20
ONE STONE APPAREL INC. Total					$ 4,847.73
O'REILLY AUTOMOTIVE STORES INC	11/8/2024	4026480	PARTS AND SUPPLIES	010	$ 1,730.66
	11/15/2024	4026607	PARTS AND SUPPLIES	010	$ 897.72
O'REILLY AUTOMOTIVE STORES INC Total					$ 2,628.38
OTC DIRECT INC	11/1/2024	4026392	MATERIALS AND SUPPLIES	088	$ 111.28
	11/27/2024	4026853	MATERIALS AND SUPPLIES	010	$ 30.73
		4026853	MATERIALS AND SUPPLIES	088	$ 550.24

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
OTC DIRECT INC	11/15/2024	4026586	MATERIALS AND SUPPLIES	010	$ 291.93
		4026586	MATERIALS AND SUPPLIES	088	$ 331.00
OTC DIRECT INC Total					**$ 1,315.18**
PACIFIC METRO ELECTRIC, INC	11/1/2024	4026393	SITES AND IMPROVEMENT OF	210	$ 2,670.45
PACIFIC METRO ELECTRIC, INC Total					**$ 2,670.45**
PALOMA CONTRERAS SERNA	11/27/2024	4026816	MILEAGE	010	$ 27.47
PALOMA CONTRERAS SERNA Total					**$ 27.47**
PAM L. ABERG	11/27/2024	4026845	ADVERTISING	210	$ 1,294.37
	11/15/2024	4026608	ADVERTISING	210	$ 1,092.50
PAM L. ABERG Total					**$ 2,386.87**
PAWS-TO-SHARE	11/15/2024	4026609	CONTRACTED SERVICES	060	$ 2,560.00
		4026657	CONTRACTED SERVICES	060	$ 260.00
PAWS-TO-SHARE Total					**$ 2,820.00**
PEDRO GRIEGO	11/8/2024	4026530	MATERIALS AND SUPPLIES	010	$ 150.00
PEDRO GRIEGO Total					**$ 150.00**
PERMANENT AGRICULTURE INC.	11/8/2024	4026482	FOOD	130	$ 2,189.00
		4026531	FOOD	130	$ 7,275.30
	11/1/2024	4026360	FOOD	130	$ 2,072.00
		4026394	FOOD	130	$ 10,396.80
	11/15/2024	4026610	FOOD	130	$ 5,157.52
	11/22/2024	4026723	FOOD	130	$ 3,286.48
		4026763	FOOD	130	$ 806.00
		4026782	FOOD	130	$ 7,615.34
PERMANENT AGRICULTURE INC. Total					**$ 38,798.44**
PERRIN BERNANRD SUPOWITZ	11/14/2024	4026569	MATERIALS AND SUPPLIES	130	$ 19,679.44
PERRIN BERNANRD SUPOWITZ Total					**$ 19,679.44**
PG&E	11/8/2024	4026565	GAS/ELECTRICITY	010	$ 8.40
	11/1/2024	4026361	GAS/ELECTRICITY	010	$ 67.48
	11/7/2024	4026456	GAS/ELECTRICITY	010	$ 298,183.78
PG&E Total					**$ 298,259.66**
PINE HEALTH, LLC	11/22/2024	4026724	CONTRACTED SERVICES	080	$ 21,928.75
PINE HEALTH, LLC Total					**$ 21,928.75**
PLAY THERAPY SUPPLY LLC	11/1/2024	4026395	MATERIALS AND SUPPLIES	060	$ 3,071.93
PLAY THERAPY SUPPLY LLC Total					**$ 3,071.93**
PLAYCORE WISCONSIN INC.	11/22/2024	4026725	MATERIALS AND SUPPLIES	050	$ 450.69
PLAYCORE WISCONSIN INC. Total					**$ 450.69**
PLUSHY FEELY CORP	11/8/2024	4026483	MATERIALS AND SUPPLIES	060	$ 1,416.16
	11/1/2024	4026396	MATERIALS AND SUPPLIES	060	$ 3,660.63
PLUSHY FEELY CORP Total					**$ 5,076.79**
PROTECTED INSURANCE PROGRAM FO	11/8/2024	4026532	OTHER INSURANCE	670	$ 159,678.17
PROTECTED INSURANCE PROGRAM FO Total					**$ 159,678.17**
QUADIENT, INC.	11/1/2024	4026397	PREVENTIVE EQUIP MAINTENA	010	$ 576.85
QUADIENT, INC. Total					**$ 576.85**
RACHEL SAMPLES	11/8/2024	4026533	MILEAGE	080	$ 42.88
RACHEL SAMPLES Total					**$ 42.88**
RAFAEL PAREDES	11/8/2024	4026534	MILEAGE	080	$ 61.64
RAFAEL PAREDES Total					**$ 61.64**
RANDALL E. KLEIN	11/1/2024	4026398	PRINTING	010	$ 804.00
	11/15/2024	4026611	PRINTING	010	$ 140.00
RANDALL E. KLEIN Total					**$ 944.00**
REALLY GOOD STUFF LLC	11/27/2024	4026854	MATERIALS AND SUPPLIES	010	$ 195.69
REALLY GOOD STUFF LLC Total					**$ 195.69**
RECOLOGY SOUTH BAY	11/7/2024	4026457	GARBAGE	010	$ 18,473.91
	11/12/2024	4026567	GARBAGE	010	$ 4,081.74
RECOLOGY SOUTH BAY Total					**$ 22,555.65**
REHON & ROBERTS APC	11/8/2024	4026558	LEGAL EXPENSES	010	$ 18,032.50
	11/22/2024	4026726	LEGAL EXPENSES	010	$ 22,446.00
REHON & ROBERTS APC Total					**$ 40,478.50**
RICHELLE SHIMADA	11/1/2024	4026428	MATERIALS AND SUPPLIES	060	$ 500.00
RICHELLE SHIMADA Total					**$ 500.00**
RICK DELONG	11/27/2024	4026855	CONTRACTED SERVICES	010	$ 795.00
	11/15/2024	4026677	CONTRACTED SERVICES	010	$ 2,625.00
RICK DELONG Total					**$ 3,420.00**
RIOS, LORENA	11/22/2024	4026764	MILEAGE	130	$ 21.44
RIOS, LORENA Total					**$ 21.44**
RISING STAR SPED ACADEMY	11/8/2024	4026484	CONTRACTED SERVICES	080	$ 25,000.00
		4026484	SUBAGREEMENTS FOR SERVICE	080	$ 32,904.50
	11/1/2024	4026429	SUBAGREEMENTS FOR SERVICE	080	$ 9,830.50
RISING STAR SPED ACADEMY Total					**$ 67,735.00**
RO HEALTH INC.	11/27/2024	4026856	CONTRACTED SERVICES	010	$ 13,691.04
	11/15/2024	4026612	CONTRACTED SERVICES	010	$ 24,184.26
	11/22/2024	4026727	CONTRACTED SERVICES	010	$ 10,358.36
RO HEALTH INC. Total					**$ 48,233.66**
ROCKETSHIP FUERZA	11/8/2024	4026559	TRF TO CHARTER SCHL IN LI	010	$ 135,148.00
	11/1/2024	4026430	TRF TO CHARTER SCHL IN LI	010	$ 337,870.00
ROCKETSHIP FUERZA Total					**$ 473,018.00**
ROCKETSHIP SI SE PUEDE	11/8/2024	4026560	TRF TO CHARTER SCHL IN LI	010	$ 74,984.00

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
ROCKETSHIP SI SE PUEDE	11/1/2024	4026431	TRF TO CHARTER SCHL IN LI	010	$ 187,461.00
ROCKETSHIP SI SE PUEDE Total					**$ 262,445.00**
RODAN BUILDERS INC.	11/1/2024	4026399	BUILDING & IMPROVEMENT OF	210	$ 76,256.72
	11/22/2024	4026783	BUILDING & IMPROVEMENT OF	210	$ 78,940.27
RODAN BUILDERS INC. Total					**$ 155,196.99**
ROLLINS INC.	11/15/2024	4026633	CONTRACTED SERVICES	050	$ 956.62
	11/22/2024	4026784	CONTRACTED SERVICES	050	$ 956.62
ROLLINS INC. Total					**$ 1,913.24**
ROMA MACASAET	11/1/2024	4026432	MATERIALS AND SUPPLIES	060	$ 59.94
ROMA MACASAET Total					**$ 59.94**
ROSA MARIA PONCE	11/1/2024	4026433	MATERIALS AND SUPPLIES	130	$ 150.00
ROSA MARIA PONCE Total					**$ 150.00**
ROSARIO AVALOS	11/22/2024	4026765	MATERIALS AND SUPPLIES	130	$ 112.09
ROSARIO AVALOS Total					**$ 112.09**
ROSIO DELUNA	11/8/2024	4026535	MILEAGE	080	$ 58.96
ROSIO DELUNA Total					**$ 58.96**
ROUND TABLE PIZZA	11/8/2024	4026485	CATERING	010	$ 125.75
	11/1/2024	4026400	CATERING	010	$ 1,350.37
ROUND TABLE PIZZA Total					**$ 1,476.12**
RUSSELL SIGLER INC.	11/27/2024	4026857	MATERIALS AND SUPPLIES	050	$ 78.88
RUSSELL SIGLER INC. Total					**$ 78.88**
SADDLE POINT SONS LLC	11/22/2024	4026766	MATERIALS AND SUPPLIES	010	$ 741.56
SADDLE POINT SONS LLC Total					**$ 741.56**
SAN JOSE CHARTERS INC	11/8/2024	4026486	BUS TRANSPORTATION	088	$ 1,490.00
	11/15/2024	4026613	BUS TRANSPORTATION	060	$ 4,290.00
SAN JOSE CHARTERS INC Total					**$ 5,780.00**
SAN JOSE DANCE THEATRE	11/22/2024	4026728	OUTDR ED-FLD TRIP-ADMISSI	088	$ 1,155.00
SAN JOSE DANCE THEATRE Total					**$ 1,155.00**
SAN JOSE STATE UNIVERSITY	11/19/2024	4026687	RENTAL & LEASES-OTHR CONT	010	$ 9,997.50
SAN JOSE STATE UNIVERSITY Total					**$ 9,997.50**
SAN MATEO COUNTY SCHOOLS	11/5/2024	4026449	OTHER INSURANCE	670	$ 244,386.98
SAN MATEO COUNTY SCHOOLS Total					**$ 244,386.98**
SANTA CLARA COUNTY OFFICE OF	11/27/2024	4026858	DISTRICT SPELLING BEE REG.	010	$ 400.00
	11/15/2024	4026614	CONTRACTED SERVICES	060	$ 2,077.00
		4026658	CONTRACTED SERVICES	010	$ 32,850.00
SANTA CLARA COUNTY OFFICE OF Total					**$ 35,327.00**
SARAH M KRETOVICS	11/8/2024	4026536	MATERIALS AND SUPPLIES	060	$ 183.26
	11/1/2024	4026434	MATERIALS AND SUPPLIES	060	$ 805.07
SARAH M KRETOVICS Total					**$ 988.33**
SAVE MART SUPERMARKETS	11/8/2024	4026561	CATERING	010	$ 271.61
	11/27/2024	4026859	CATERING	088	$ 287.34
SAVE MART SUPERMARKETS Total					**$ 558.95**
SCHOLASTIC BOOK FAIRS	11/8/2024	4026487	BOOK FAIR PAYMENT ONLY	088	$ 1,885.08
SCHOLASTIC BOOK FAIRS Total					**$ 1,885.08**
SCHOLASTIC INC.	11/8/2024	4026488	TEACHER SUPPLIES	010	$ 65.62
		4026488	CLASSROOM LIBRARY	060	$ 15,854.77
	11/22/2024	4026729	LOS DICHOS READING PARENT PROG	088	$ 60.36
SCHOLASTIC INC. Total					**$ 15,980.75**
SCHOOL NURSE SUPPLY INC.	11/15/2024	4026678	MATERIALS AND SUPPLIES	010	$ 181.89
SCHOOL NURSE SUPPLY INC. Total					**$ 181.89**
SCHOOL SPECIALTY LLC	11/8/2024	4026489	MATERIALS AND SUPPLIES	060	$ 1,174.34
	11/15/2024	4026679	MATERIALS AND SUPPLIES	010	$ 243.02
SCHOOL SPECIALTY LLC Total					**$ 1,417.36**
SCIENCE FROM SCIENTISTS INC.	11/15/2024	4026680	CONTRACTED SERVICES	060	$ 16,000.00
	11/22/2024	4026704	CONTRACTED SERVICES	060	$ 10,000.00
SCIENCE FROM SCIENTISTS INC. Total					**$ 26,000.00**
SECOND START LEARNING	11/22/2024	4026730	CONTRACTED SERVICES	080	$ 13,118.00
SECOND START LEARNING Total					**$ 13,118.00**
SECURITY ALERT SYSTEMS	11/15/2024	4026681	CONTRACTED SERVICES	010	$ 2,640.00
	11/22/2024	4026731	CONTRACTED SERVICES	010	$ 660.00
SECURITY ALERT SYSTEMS Total					**$ 3,300.00**
SECURITY CONTRACTOR SERVICES	11/1/2024	4026362	MATERIALS AND SUPPLIES	050	$ 1,434.30
SECURITY CONTRACTOR SERVICES Total					**$ 1,434.30**
SELF INSURED SCHOOLS OF	11/7/2024	4026454	OTHER INSURANCE	670	$ 973,108.00
SELF INSURED SCHOOLS OF Total					**$ 973,108.00**
SEQUOIA UNION HIGH SD	11/1/2024	4026401	MEMBER FEE	130	$ 250.00
SEQUOIA UNION HIGH SD Total					**$ 250.00**
SERVICE STATION SYSTEMS	11/1/2024	4026435	CONTRACTED SERVICES	010	$ 275.00
	11/22/2024	4026732	CONTRACTED SERVICES	010	$ 275.00
		4026732	SERVICE AND REPAIR	010	$ 2,285.00
SERVICE STATION SYSTEMS Total					**$ 2,835.00**
SEVERIN INTERMEDIATE HOLDINGS	11/8/2024	4026490	LICENSING AGREEMENTS	010	$ 1,625.00
SEVERIN INTERMEDIATE HOLDINGS Total					**$ 1,625.00**
SFCC INTERMEDIATEHOLDINGS INC	11/8/2024	4026537	MATERIALS AND SUPPLIES	010	$ 156.47
		4026562	MATERIALS AND SUPPLIES	010	$ 38.93
		4026562	MATERIALS AND SUPPLIES	088	$ 200.51
	11/1/2024	4026402	MATERIALS AND SUPPLIES	088	$ 249.70

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
SFCC INTERMEDIATEHOLDINGS INC	11/27/2024	4026790	MATERIALS AND SUPPLIES	010	$ 135.23
		4026860	MATERIALS AND SUPPLIES	010	$ 83.74
		4026860	MATERIALS AND SUPPLIES	060	$ 820.93
	11/15/2024	4026587	MATERIALS AND SUPPLIES	010	$ 206.14
		4026659	MATERIALS AND SUPPLIES	010	$ 259.71
SFCC INTERMEDIATEHOLDINGS INC Total					**$ 2,151.36**
SIXTH DIMENSION PMCM INC	11/22/2024	4026785	CONSTRUCTION MANAGEMENT	210	$ 17,848.00
SIXTH DIMENSION PMCM INC Total					**$ 17,848.00**
SONIA LOPEZ	11/22/2024	4026733	MATERIALS AND SUPPLIES	010	$ 225.81
SONIA LOPEZ Total					**$ 225.81**
SOUND SOULUTIONS LLC	11/15/2024	4026615	CONTRACTED SERVICES	010	$ 800.00
SOUND SOULUTIONS LLC Total					**$ 800.00**
SOUNDTRAP US INC	11/8/2024	4026491	LICENSING AGREEMENTS	060	$ 349.00
SOUNDTRAP US INC Total					**$ 349.00**
SOUTHERN COUNTIES LUBRICANTS	11/22/2024	4026734	FUEL	010	$ 22,130.66
SOUTHERN COUNTIES LUBRICANTS Total					**$ 22,130.66**
SOWN TO GROW INC.	11/8/2024	4026563	LICENSING AGREEMENTS	060	$ 28,333.35
	11/15/2024	4026588	LICENSING AGREEMENTS	060	$ 18,888.90
		4026616	LICENSING AGREEMENTS	060	$ 28,333.35
SOWN TO GROW INC. Total					**$ 75,555.60**
SPEECH CORNER LLC	11/27/2024	4026861	TEACHER SUPPLIES	010	$ 178.99
SPEECH CORNER LLC Total					**$ 178.99**
STACEY ARLENE WILLIAMS	11/5/2024	4026450	MATERIALS AND SUPPLIES	010	$ 57.89
STACEY ARLENE WILLIAMS Total					**$ 57.89**
STANLEY THOMAS NERWLIN	11/27/2024	4026862	MATERIALS AND SUPPLIES	088	$ 10,230.05
STANLEY THOMAS NERWLIN Total					**$ 10,230.05**
STATE OF CALIFORNIA	11/22/2024	4026735	FINGER PRINTING	010	$ 3,651.00
STATE OF CALIFORNIA Total					**$ 3,651.00**
STEVEN WAYNE DOTY	11/8/2024	4026492	CONTRACTED SERVICES	050	$ 210.00
	11/15/2024	4026634	CONTRACTED SERVICES	050	$ 140.00
STEVEN WAYNE DOTY Total					**$ 350.00**
STLR CORPORATION	11/15/2024	4026682	CONTRACTED SERVICES	010	$ 1,156.25
STLR CORPORATION Total					**$ 1,156.25**
STUDIO W ASSOCIATES INC.	11/15/2024	4026660	ARCHITECT FEES	210	$ 11,604.70
STUDIO W ASSOCIATES INC. Total					**$ 11,604.70**
SUNBELT STAFFING LLC	11/15/2024	4026661	CONTRACTED SERVICES	080	$ 19,193.60
SUNBELT STAFFING LLC Total					**$ 19,193.60**
SUPER DUPER INC	11/8/2024	4026493	TEACHER SUPPLIES	010	$ 64.59
SUPER DUPER INC Total					**$ 64.59**
SVA ARCHITECTS INC.	11/27/2024	4026863	ARCHITECT FEES	210	$ 180.00
	11/15/2024	4026662	ARCHITECT FEES	210	$ 1,170.00
SVA ARCHITECTS INC. Total					**$ 1,350.00**
SYSCO SAN FRANCISCO INC.	11/21/2024	4026694	FOOD	130	$ 20,210.20
SYSCO SAN FRANCISCO INC. Total					**$ 20,210.20**
TAG/AMS. INC.	11/22/2024	4026786	CONTRACTED SERVICES	010	$ 720.00
TAG/AMS. INC. Total					**$ 720.00**
TALTON, VERONICA	11/15/2024	4026663	MILEAGE	010	$ 41.54
TALTON, VERONICA Total					**$ 41.54**
TANYA GRACE GUERRERO	11/1/2024	4026436	MATERIALS AND SUPPLIES	010	$ 68.41
TANYA GRACE GUERRERO Total					**$ 68.41**
TARA CELENE BICKFORD	11/8/2024	4026538	MILEAGE	010	$ 30.15
	11/1/2024	4026437	MATERIALS AND SUPPLIES	010	$ 242.87
	11/27/2024	4026817	MATERIALS AND SUPPLIES	010	$ 243.45
TARA CELENE BICKFORD Total					**$ 516.47**
TARGET SPECIALTY PRODUCTS	11/8/2024	4026539	MATERIALS AND SUPPLIES	050	$ 3,030.83
	11/27/2024	4026864	MATERIALS AND SUPPLIES	050	$ 276.83
	11/15/2024	4026683	MATERIALS AND SUPPLIES	050	$ 207.89
TARGET SPECIALTY PRODUCTS Total					**$ 3,515.55**
TEACHER CREATED MATERIALS INC.	11/1/2024	4026403	CONTRACTED SERVICES	060	$ 11,000.00
	11/27/2024	4026865	MATERIALS AND SUPPLIES	060	$ 4,678.43
	11/15/2024	4026664	CONTRACTED SERVICES	060	$ 5,500.00
TEACHER CREATED MATERIALS INC. Total					**$ 21,178.43**
TEACHERS' CURRICULUM	11/8/2024	4026494	TCI 8TH GRADE WORKBOOKS	060	$ 1,378.13
TEACHERS' CURRICULUM Total					**$ 1,378.13**
TEAMSTERS MANAGED TRUST FUNDS	11/5/2024	4026451	OTHER INSURANCE	670	$ 232,912.00
TEAMSTERS MANAGED TRUST FUNDS Total					**$ 232,912.00**
TEREASA BARRETT SMITH	11/1/2024	4026438	MATERIALS AND SUPPLIES	010	$ 122.56
	11/22/2024	4026767	MATERIALS AND SUPPLIES	088	$ 277.49
TEREASA BARRETT SMITH Total					**$ 400.05**
THANH PHU	11/27/2024	4026818	MATERIALS AND SUPPLIES	010	$ 145.93
THANH PHU Total					**$ 145.93**
THANH XUAN THI NGUYEN	11/22/2024	4026768	MATERIALS AND SUPPLIES	130	$ 131.23
THANH XUAN THI NGUYEN Total					**$ 131.23**
THAO DUONG	11/1/2024	4026439	MILEAGE	080	$ 578.06
THAO DUONG Total					**$ 578.06**
THE CREEKSIDE SCHOOL	11/15/2024	4026589	CONTRACTED SERVICES	080	$ 15,192.75
THE CREEKSIDE SCHOOL Total					**$ 15,192.75**

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
THE DANIELSEN COMPANY	11/7/2024	4026458	FOOD	130	$ 53,524.34
THE DANIELSEN COMPANY Total					$ 53,524.34
THE ENVISIONEERS INC	11/5/2024	4026452	CONTRACTED SERVICES	060	$ 2,092.42
		4026452	SUBAGREEMENTS FOR SERVICE	060	$ 69,372.28
	11/14/2024	4026570	CONTRACTED SERVICES	060	$ 20,796.76
		4026570	SUBAGREEMENTS FOR SERVICE	060	$ 59,707.59
THE ENVISIONEERS INC Total					$ 151,969.05
THE PAPE' GROUP INC	11/15/2024	4026665	MAINTENANCE KENWORTH TRUCK	010	$ 300.00
THE PAPE' GROUP INC Total					$ 300.00
THE PROPHET CORPORATION	11/8/2024	4026495	MATERIALS & SUPPLIES	060	$ 451.07
	11/15/2024	4026590	MATERIALS & SUPPLIES	010	$ 466.72
THE PROPHET CORPORATION Total					$ 917.79
THE TECH INTERACTIVE	11/14/2024	4026574	FIELD TRIP	060	$ 716.00
	11/21/2024	4026692	FIELD TRIP	088	$ 1,109.00
THE TECH INTERACTIVE Total					$ 1,825.00
THINK TOGETHER	11/8/2024	4026496	CONTRACTED SERVICES	060	$ 17,500.00
		4026496	SUBAGREEMENTS FOR SERVICE	060	$ 146,564.20
		4026540	CONTRACTED SERVICES	060	$ 870,330.00
THINK TOGETHER Total					$ 1,034,394.20
THOMAS WOO	11/15/2024	4026666	MILEAGE	010	$ 32.16
THOMAS WOO Total					$ 32.16
TIERNEY LOPEZ	11/8/2024	4026541	MILEAGE	080	$ 348.40
TIERNEY LOPEZ Total					$ 348.40
TIME LLC	11/8/2024	4026497	MATERIALS AND SUPPLIES	010	$ 356.40
TIME LLC Total					$ 356.40
TIYANNA TAMAYO	11/8/2024	4026542	MILEAGE	080	$ 26.80
TIYANNA TAMAYO Total					$ 26.80
TREVOR DAVID EMMETT	11/27/2024	4026819	MATERIALS AND SUPPLIES	010	$ 150.00
TREVOR DAVID EMMETT Total					$ 150.00
TSG ENTERPRISES INC.	11/15/2024	4026667	MARIELA HEREDIA	210	$ 5,628.00
TSG ENTERPRISES INC. Total					$ 5,628.00
U.S. BANK	11/19/2024	4026688	FINGERPRINT TIME CLOCK	010	$ 79.75
		4026688	LICENSING AGREEMENTS	010	$ 1,099.52
		4026688	MATERIALS AND SUPPLIES	010	$ 7,715.81
		4026688	TRAVEL AND CONFERENCES	010	$ 3,042.87
		4026688	TRAVEL AND CONFERENCES	060	$ 6,750.00
		4026688	FIELD TRIP	010	$ 224.00
		4026688	FIELD TRIP	060	$ 1,176.00
U.S. BANK Total					$ 20,087.95
UBEO MIDCO LLC	11/1/2024	4026363	OVERAGES	010	$ 1,185.50
		4026363	OVERAGES	060	$ 357.23
		4026363	OVERAGES	130	$ 179.27
		4026363	PREVENTIVE EQUIP MAINTENA	010	$ 629.25
		4026363	PREVENTIVE EQUIP MAINTENA	060	$ 731.06
		4026363	PREVENTIVE EQUIP MAINTENA	130	$ 776.10
UBEO MIDCO LLC Total					$ 3,858.41
UNITED PARCEL SERVICE	11/15/2024	4026591	POSTAGE	010	$ 131.60
UNITED PARCEL SERVICE Total					$ 131.60
UNITED REFRIGERATION INC.	11/1/2024	4026404	MATERIALS AND SUPPLIES	050	$ 1,735.29
	11/27/2024	4026866	MATERIALS AND SUPPLIES	050	$ 2,728.68
	11/15/2024	4026684	MATERIALS AND SUPPLIES	050	$ 538.18
UNITED REFRIGERATION INC. Total					$ 5,002.15
URBANO J GUERRERO	11/15/2024	4026635	MATERIALS AND SUPPLIES	010	$ 150.00
URBANO J GUERRERO Total					$ 150.00
VALLADARES, JOSHUA	11/8/2024	4026543	MILEAGE	080	$ 86.43
VALLADARES, JOSHUA Total					$ 86.43
VAN PELT CONSTRUCTION SERVICES	11/27/2024	4026867	CONSTRUCTION MANAGEMENT	210	$ 24,000.00
VAN PELT CONSTRUCTION SERVICES Total					$ 24,000.00
VICTORIO, SKYLAR	11/8/2024	4026544	MATERIALS AND SUPPLIES	060	$ 75.09
VICTORIO, SKYLAR Total					$ 75.09
VISTA CENTER FOR THE BLIND &	11/15/2024	4026668	CONTRACTED SERVICES	080	$ 973.75
VISTA CENTER FOR THE BLIND & Total					$ 973.75
W.W. GRAINGER INC.	11/27/2024	4026868	MATERIALS AND SUPPLIES	050	$ 333.28
	11/15/2024	4026636	MATERIALS AND SUPPLIES	050	$ 1,938.74
	11/22/2024	4026736	MATERIALS AND SUPPLIES	050	$ 679.38
		4026787	MATERIALS AND SUPPLIES	050	$ 378.06
W.W. GRAINGER INC. Total					$ 3,329.46
WATER QUALITY PLUMBING INC	11/1/2024	4026405	CONTRACTED SERVICES	050	$ 1,730.00
	11/27/2024	4026869	CONTRACTED SERVICES	050	$ 7,064.00
	11/15/2024	4026685	CONTRACTED SERVICES	050	$ 3,545.00
WATER QUALITY PLUMBING INC Total					$ 12,339.00
WEST ROOTS LLC	11/7/2024	4026455	REISSUE CHECK	060	$ 875.00
WEST ROOTS LLC Total					$ 875.00
WEX Health Inc	11/15/2024	4026617	PROF/CONSULT SVC OPERATIN	670	$ 60.00
WEX Health Inc Total					$ 60.00
WILLIAM PARTRIDGE	11/8/2024	4026498	CONTRACTED SERVICES	080	$ 6,000.00
WILLIAM PARTRIDGE Total					$ 6,000.00

AP Check Register - Pivot Table Summary by Vendor
November 2024

Vendor Name	Date	Warrant #	Description	Fund	Sum of Amount
WILLIAM X. DO AND TUYET TRAN	11/8/2024	4026545	PARCEL TAX	010	$ 664.66
WILLIAM X. DO AND TUYET TRAN Total					$ 664.66
WOWZY CREATION CORP.	11/22/2024	4026737	MATERIALS AND SUPPLIES	010	$ 158.35
WOWZY CREATION CORP. Total					$ 158.35
XIAOFANG WANG	11/8/2024	4026546	PARCEL TAX	010	$ 228.86
XIAOFANG WANG Total					$ 228.86
YIP HUNG HO	11/1/2024	4026440	PARCEL TAX	010	$ 228.86
YIP HUNG HO Total					$ 228.86
YMCA OF SILICON VALLEY	11/15/2024	4026618	CONTRACTED SERVICES	060	$ 213,112.68
		4026618	SUBAGREEMENTS FOR SERVICE	060	$ 129,069.67
YMCA OF SILICON VALLEY Total					$ 342,182.35
Grand Total					$ 7,828,586.47

8.05

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

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

Subject: **Santa Clara County Treasury Investment Portfolio Status**

Staff Analysis: In compliance with the State of California Government Code as amended by Chapters 783 and 784, Statues of 1995 and in compliance with county-policy, the Santa Clara County Treasury Investment Portfolio Report as of September 30, 2024 is submitted for the Board of Trustee's review and acceptance.

Recommendation: Staff recommends that the Board of Trustees approve the SCC Investment Portfolio Report as of September 30, 2024.

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

To the Board of Trustees:

Recommend Approval

8.05
Agenda Placement

Meeting: December 19, 2024
Regular Board Meeting

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Docusign Envelope ID: E3FAF764-1ADB-4CD4-BA38-37B877152E71

County of Santa Clara

Finance Agency
Controller-Treasurer Department

County Government Center
70 W. Hedding Street, East Wing, 2nd Floor
San Jose, California 95110-1705
(408) 299-5200 FAX (408) 288-9237

December 5, 2024

Submitted by: DocuSigned by: Margaret Olaiya 88C20E0A14E143D... Margaret Olaiya, Director, Finance Agency

TO: BOARD OF TRUSTEES, SANTA CLARA COUNTY SCHOOL DISTRICTS
BOARDS OF DIRECTORS, SANTA CLARA COUNTY SPECIAL PURPOSE DISTRICTS

FROM: MARIA OBERG, CONTROLLER-TREASURER Signed by: Maria Oberg 9ABA3EDE7592488...

SUBJECT: COUNTY OF SANTA CLARA TREASURY INVESTMENT PORTFOLIO STATUS

RECOMMENDATION

Receive and file the September 30th, 2024, Detailed Investment Portfolio Listing.

DISCUSSION

In compliance with the State of California Government Code as amended by Chapters 783 and 784, Statutes of 1995 and in compliance with County Policy, the Santa Clara County Treasury Investment Portfolio Report as of September 30, 2024, is submitted for your review and acceptance.

The attached detailed investment report lists each investment of the County Treasury Pool, as well as individual reports for specific investment funds that each school district or special district has in the County Treasury. The reports include the respective purchase and maturity dates, par value, amortized cost, market value, and yield to maturity for each investment.

A summary of market value versus cost is provided below for Commingled Investments of the County Pool.

	Cost	Market Value	Increase (Decrease)	Percent
Commingled Investments	$ 10,104,777,134	$ 10,039,466,578	-$ 65,310,556	-0.65 %

Docusign Envelope ID: E3FAF764-1ADB-4CD4-BA38-37B877152E71

The yield of the Pool on September 30, 2024, was 3.75%. As a comparison, on September 30, 2024, the yield of a 6-month Treasury Bill was 4.41%. A two-year Treasury Note was 3.64%. The State of California Local Agency Investment Fund (LAIF) yield was 4.58%.

The Pool's yield is calculated as the weighted average yield at time of purchase of (1) previously purchased bonds and of (2) securities purchased at current market rates from new cash and cash proceeds from maturing securities. Many previously purchased bonds were bought when market interest rates were lower and before the Federal Reserve Bank raised interest rates by 5 percentage points. As lower yield bonds mature over the next year, and are replaced by bonds with current yields, the Pool's average yield will increase and approximate those of other market benchmarks.

Attached with the current investment-economic outlook is a schedule that lists the average weighted maturities and yield for the Commingled Investment Pool. Charts outlining investment concentrations and distribution of bond maturities are provided for the Pool. Also included is a chart showing the fiscal year-to date history of the Pool along with interest rates offered by selected comparable instruments.

Securities are purchased with the expectation that they will generally be held to maturity, hence unrealized gains or losses are not reflected in the yield calculations.

The market values of Pool securities were taken from pricing services provided by Bank of New York Mellon, Bloomberg Analytics, dealer quotes, and an independent pricing service.

A combination of maturing securities, new revenues, and tax receipts will adequately cover the anticipated cash flow needs for the next six months. Cash flows are continually monitored and are considered paramount in the selection of securities purchased for the Pool.

Attachments:

September 30, 2024, Quarterly Investment Report

Quarterly Investment Report

September 30, 2024

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Quarterly Investment Report
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Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian

County Executive: James R. Williams

Santa Clara County Commingled Pool and Segregated Investments

September 30, 2024

Fund	Cost Value**	Market Value	Variance	% Variance
Commingled Investment Pool	$10,104,777,134	$10,039,466,578	-$65,310,556	-0.65%
Worker's Compensation	$31,812,407	$31,378,658	-$433,749	-1.36%
Park Charter Fund	$4,692,609	$4,640,691	-$51,919	-1.11%
San Jose-Evergreen	$22,803,564	$22,803,564	$0	0.00%
Medical Malpractice Insurance Fund (1)	$10,205,986	$10,185,898	-$20,088	-0.20%
Total	**$10,174,291,702**	**$10,108,475,390**	**-$65,816,312**	**-0.65%**

(1) Managed by Chandler Asset Management, Inc.

Summary of Yields* for Select Santa Clara County Investment Funds

Fund	2024			2023
	Jul 31	Aug 31	Sep 30	Sep 30
Commingled Investment Pool	3.77%	3.78%	3.75%	3.00%
Worker's Compensation	2.95%	2.95%	2.83%	2.40%
Weighted Yield	**3.77%**	**3.78%**	**3.75%**	**3.00%**

*Yield to maturity (YTM) is the rate of return paid on a bond, note, or other fixed income security if the investor buys and holds it to its maturity date and if the coupon interest paid over the life of the bond is reinvested at the same rate as the coupon rate. The calculation for YTM is based on the coupon rate, length of time to maturity, and market price at time of purchase.

Yield is a snapshot measure of the yield of the portfolio on the day it was measured based on the current portfolio holdings on that day. This is not a measure of total return, and is not intended to be, since it does not factor in unrealized capital gains and losses and reinvestment rates are dependent upon interest rate changes

**Cost Value is the amortized book value of the securities as of the date of this report.

Santa Clara County Commingled Pool and Segregated Investments

Economic Update and Portfolio Strategy

September 30, 2024

The Federal Reserve Bank began lowering borrowing costs in the third quarter and unwinding its tightest monetary policy program in decades. Bank policy makers voted to lower interest rates by a half percentage point in September, the first reduction since 2020, and then decided to lower rates again in November by a quarter of a percentage point. Additional reductions for the remainder of 2024 and in 2025 are widely anticipated. Recent data confirm that the Fed's all-out fight against inflation launched two-years ago has now achieved sustainable progress. Inflation has slowed to a level barely above the Fed's 2 percent annual target rate. The core personal consumption expenditures price index, a preferred inflation gauge relied upon by policy makers rose at just a 2.2 percent annualized pace in September from the previous three-month period.

Nevertheless, policy makers strongly contend that lingering inflations risks persist, and more work is needed. The U.S. labor market, which proved remarkably resilient as the Fed increased interest rates to combat inflation, has increasingly reflected weakness and prompted the Fed's pivot. Although layoffs are modest, hiring has slowed. Policy makers are trying to prevent past rate increases, which last year took borrowing costs to a two-decade high, from further weakening labor markets.

The US economy expanded at a robust pace in the third quarter. Gross domestic product (GDP) increased at a 2.8 percent annualized pace after rising 3 percent in the previous quarter. Consumer spending, which comprises the largest share of economic activity, continued to bolster growth. Growth was also powered by the ongoing trend in business investment, led by outlays related to the aggressive global artificial intelligence race. Consumer spending advanced 3.7 percent, the most since early 2023. The acceleration was led by broad increases across goods, including autos, household furnishings and recreational items. Research from Fed economists suggest that consumers powering economic growth are increasingly those who are higher up the income ladder and likely are enjoying the wealth effect from asset (stocks and real estate) price gains.

Government spending rose an annualized 5 percent, led by the largest increase in federal output since early 2021. National defense expenditures surged at a 14.9 percent rate, the most since 2003.

Nonresidential fixed investment rose an annualized 3.3 percent. Business spending on equipment was very strong, boosted by transportation. Outlays on computers and peripheral equipment surged 32.7 percent, the most since 2020, illustrating the ongoing boom in artificial intelligence.

Of note, residential investment declined an annualized 5.1 percent, the most since the end of 2022. The housing market struggled under the weight of high mortgage rates and lower demand due to buyer affordability constraints. Many potential buyers have been stranded on the sidelines, waiting for borrowing costs to come down. Sellers with mortgages at 3 percent or below, meanwhile, have been reluctant to move and take on more expensive debt.

Santa Clara County Commingled Pool and Segregated Investments

Economic Update and Portfolio Strategy

September 30, 2024

Fed policy makers on September 18, 2024 voted to lower the bank's benchmark lending rate by half of a percentage point to a range of 4.75 percent to 5 percent. On November 12th, the Fed funds rate target was further lowered by 25 basis points to a range of 4.50 percent to 4.75 percent. Most economists expect further rate reductions. Federal Reserve Chair Jerome Powell said the central bank will lower interest rates "over time." Some policymakers are wary of cutting rates too quickly and potentially reigniting inflationary pressures in the economy. Others have indicated it is too early to determine whether policies from the incoming federal Administration and the new Congress would stoke inflation and therefore constrain the range of reductions that maybe feasible. The Fed will need to wait and see what policies and offsetting factors including increasing labor productivity trends materialize before factoring them into their analysis.

U.S. employers added 254,000 jobs during September 2024, a solid increase that generally affirmed ongoing momentum in labor markets. However, a deeper dive can also support the view that labor market data provide evidence of concerning market vulnerabilities. More than half of September's payroll advance was concentrated in only two sectors, leisure and hospitality and in healthcare. In September, the number of people unemployed for more than six months rose to the highest level in almost 3 years. Although the unemployment rate has risen to 4.1 percent from a low of 3.4 percent in 2023, the increase has mainly been due to rapid growth in the labor force rather than permanent job layoff. Job layoffs have been benign, but September metrics also reflect tepid hiring.

The portfolio strategy continues to focus on the:
(1) acquisition of high-quality issuers;
(2) identifying and selecting bonds with attractive valuations;
(3) appropriately sizing the liquidity portion of the portfolio to ensure adequate cash for near term obligations; and
(4) ensuring that monies targeted for longer term investments are deployed in vehicles with favorable risk-adjusted yields.

Santa Clara County Commingled Pool and Segregated Investments

Portfolio Liquidity Adequacy, Review, and Monitoring

September 30, 2024

Yield and Weighted Average Maturity

The yield of the Commingled Pool is 3.75 and the weighted average life is 552 days.

Liquidity Adequacy

The County Treasurer believes the Commingled Pool contains sufficient cash flow from liquid and maturing securities, bank deposits and incoming cash to meet the next six months of expected expenditures.

Review and Monitoring

Meeder Public Funds, the County's investment advisor, currently monitors the Treasury Department's investment activities.

Additional Information

Securities are purchased with the expectation that they will be held to maturity, so unrealized gains or losses are not reflected in the yield calculations.

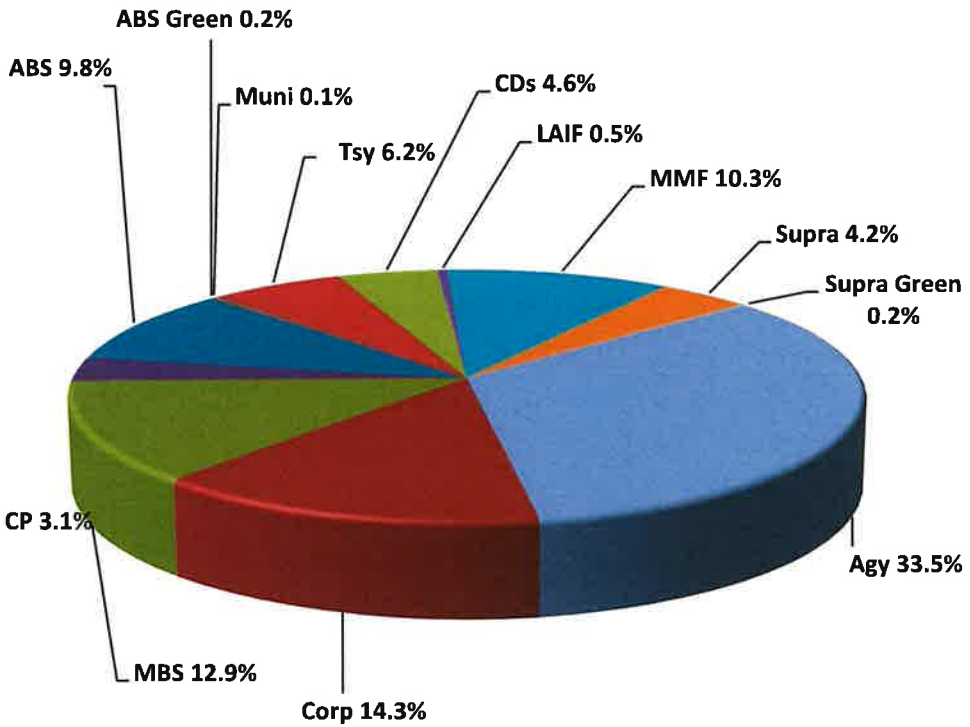
The market values of securities follows a hierachy provided by independent pricing services, the Bank of New York Mellon, Bloomberg Analytics, and dealer quotes.

Santa Clara County Commingled Pool

Allocation by Security Types

September 30, 2024

Sector	9/30/2024	6/30/2024	% Chng
Federal Agencies	33.53%	32.84%	0.69%
Corporate Bonds	14.31%	13.07%	1.24%
Mortgage Backed Securities	12.91%	12.11%	0.80%
Commercial Paper	3.10%	2.81%	0.28%
ABS	9.84%	9.52%	0.32%
ABS Green Bonds	0.19%	0.19%	0.00%
Municipal Securities	0.12%	0.11%	0.02%
U.S. Treasuries	6.17%	7.31%	-1.14%
Negotiable CDs	4.60%	10.54%	-5.94%
LAIF	0.46%	0.40%	0.06%
Money Market Funds	10.33%	6.99%	3.34%
Supranationals	4.18%	3.88%	0.30%
Supranationals Green Bonds	0.25%	0.22%	0.03%
Total	100.00%	100.00%	



Sector	9/30/2024	6/30/2024
Federal Agencies	3,388,262,672	3,784,816,284
Corporate Bonds	1,446,126,610	1,505,965,793
Mortgage Backed Securities	1,304,740,005	1,395,984,779
Commercial Paper	313,055,545	324,264,035
ABS	994,736,548	1,097,140,767
ABS Green Bonds	18,795,711	21,880,160
Municipal Securities	12,495,000	12,495,000
U.S. Treasuries	623,895,354	842,939,856
Negotiable CDs	465,000,000	1,215,000,000
LAIF	46,189,473	45,674,133
Money Market Funds	1,044,141,767	805,408,589
Supranational	422,471,269	447,465,775
Supranationals Green Bonds	24,867,179	24,826,930
Total	10,104,777,134	11,523,862,103

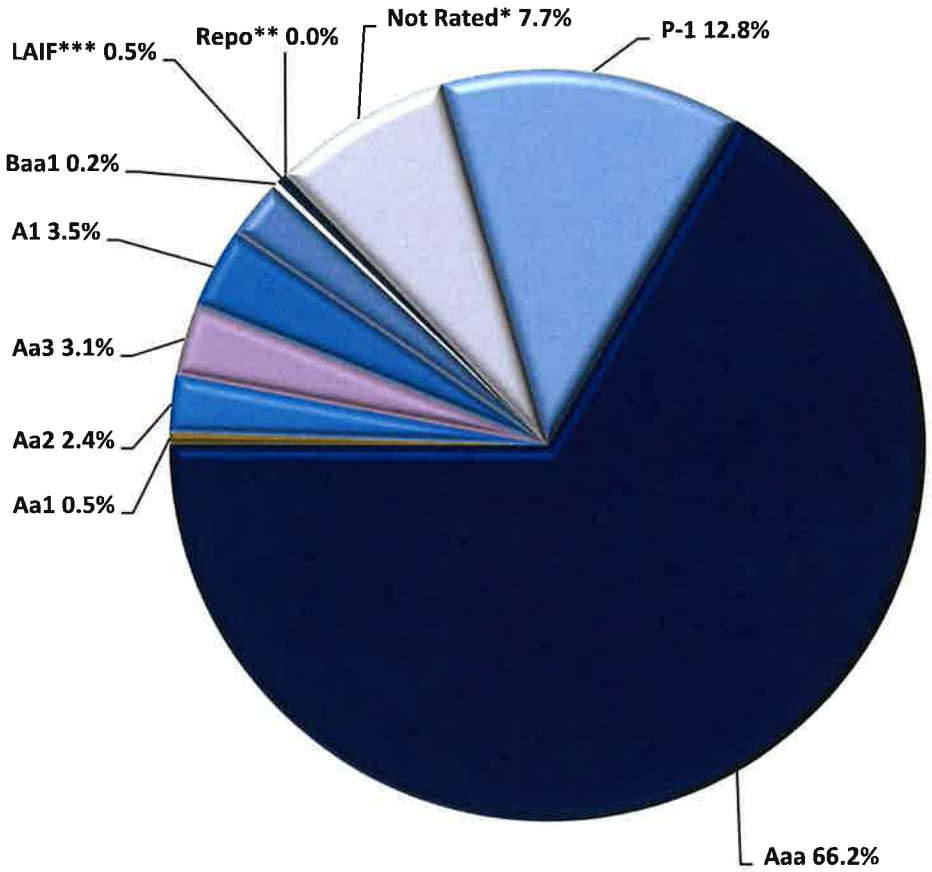
Amounts are based on book value

Santa Clara County Commingled Pool

Allocation by Ratings

September 30, 2024

Moody's Rating	Portfolio $	Portfolio %
P-1	1,290,973,893	12.8%
P-2	-	0.0%
Aaa	6,693,869,298	66.2%
Aa1	49,990,236	0.5%
Aa2	245,757,612	2.4%
Aa3	309,981,163	3.1%
A1	356,142,187	3.5%
A2	253,106,631	2.5%
A3	61,147,337	0.6%
Baa1	23,921,838	0.2%
LAIF***	46,189,473	0.5%
Repo**	-	0.0%
Not Rated*	773,697,466	7.7%
Total	10,104,777,134	100.0%



*Not Rated by Moody's but at least A-1 & F1 by S&P & Fitch.

**Repurchase Agreements are not rated, but are collateralized by U.S. Treasury securities or securities issued by the Federal Agencies of the U.S.

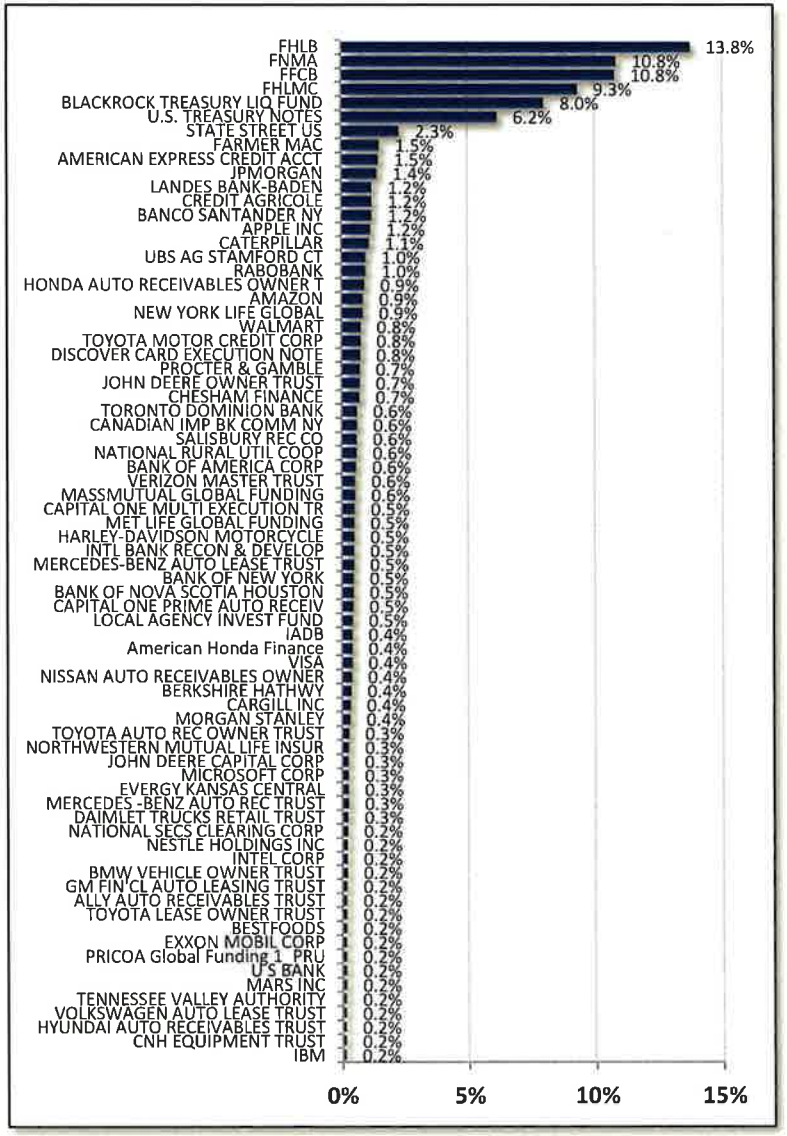
***LAIF is not rated, but is comprised of State Code allowable securities

Amounts are based on book values

Santa Clara County Commingled Pool

Holdings by Issuer - Percent of Commingled Pool

September 30, 2024





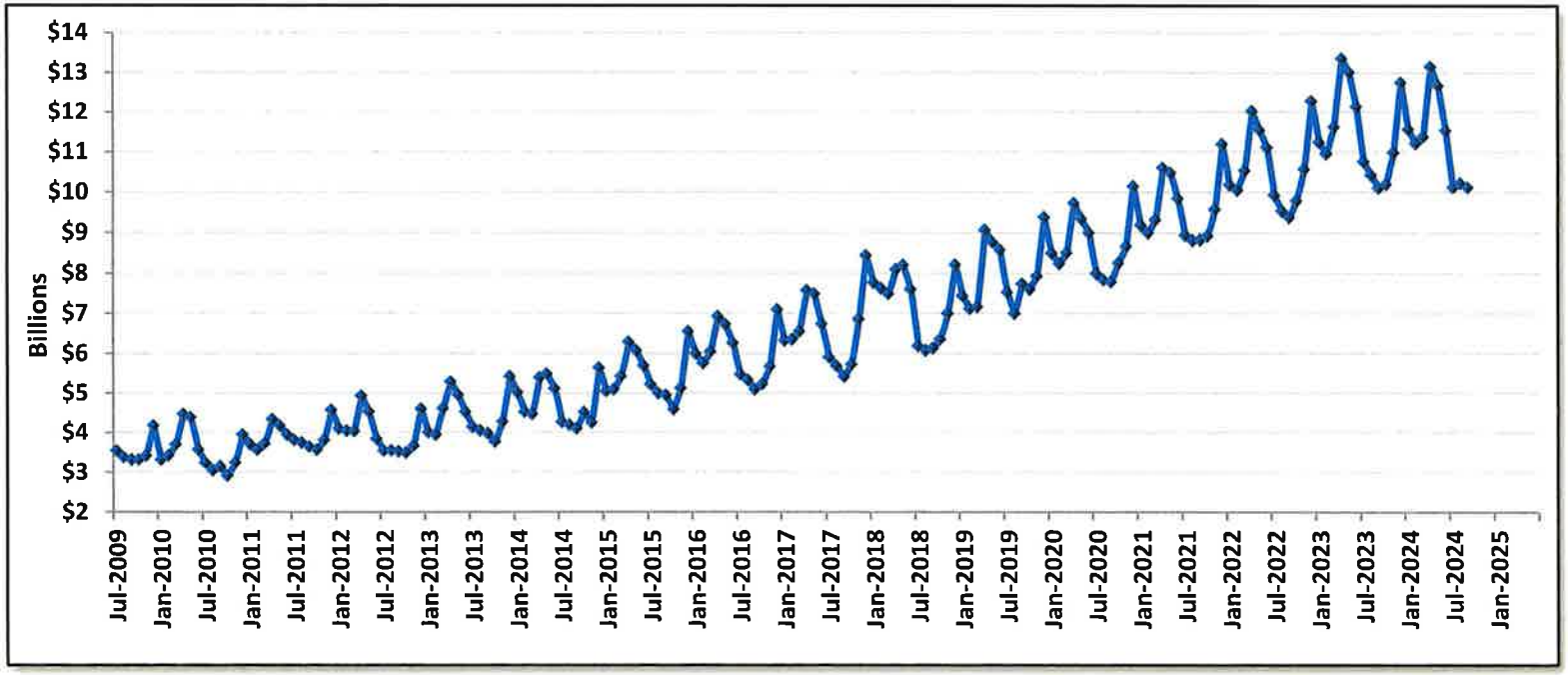
Amounts are based on book values

Source: Data source is supplied by Santa Clara County, while the calculations are performed by Meeder Public Funds.

Santa Clara County Commingled Pool

Historical Month End Book Values

September 30, 2024



Fiscal Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 2014	$4.133	$4.052	$3.975	$3.758	$4.271	$5.419	$5.019	$4.520	$4.461	$5.386	$5.487	$5.108
FY 2015	$4.267	$4.194	$4.096	$4.051	$4.247	$5.639	$5.045	$5.085	$5.420	$6.284	$6.065	$5.690
FY 2016	$5.212	$4.990	$4.941	$4.587	$5.120	$6.543	$5.997	$5.752	$6.040	$6.911	$6.728	$6.263
FY 2017	$5.469	$5.328	$5.088	$5.220	$5.671	$7.082	$6.319	$6.348	$6.550	$7.556	$7.469	$6.730
FY 2018	$5.898	$5.689	$5.408	$5.720	$6.850	$8.427	$7.754	$7.608	$7.472	$8.079	$8.192	$7.584
FY 2019	$6.180	$6.068	$6.127	$6.350	$6.987	$8.199	$7.425	$7.105	$7.151	$9.054	$8.767	$8.565
FY 2020	$7.510	$6.984	$7.179	$7.583	$7.909	$9.363	$8.487	$8.219	$8.494	$9.705	$9.321	$8.977
FY 2021	$7.976	$7.814	$7.767	$8.234	$8.653	$10.129	$9.174	$8.981	$9.296	$10.594	$10.473	$9.829
FY 2022	$8.922	$8.794	$8.809	$8.909	$9.553	$11.180	$10.167	$10.031	$10.519	$12.009	$11.545	$11.103
FY 2023	$9.904	$9.523	$9.365	$9.772	$10.556	$12.267	$11.229	$10.943	$11.612	$13.347	$13.005	$12.126
FY 2024	$10.751	$10.416	$10.090	$10.181	$10.974	$12.736	$11.557	$11.202	$11.365	$13.144	$12.660	$11.524
FY 2025	$10.107	$10.207	$10.105									

Amounts in billions

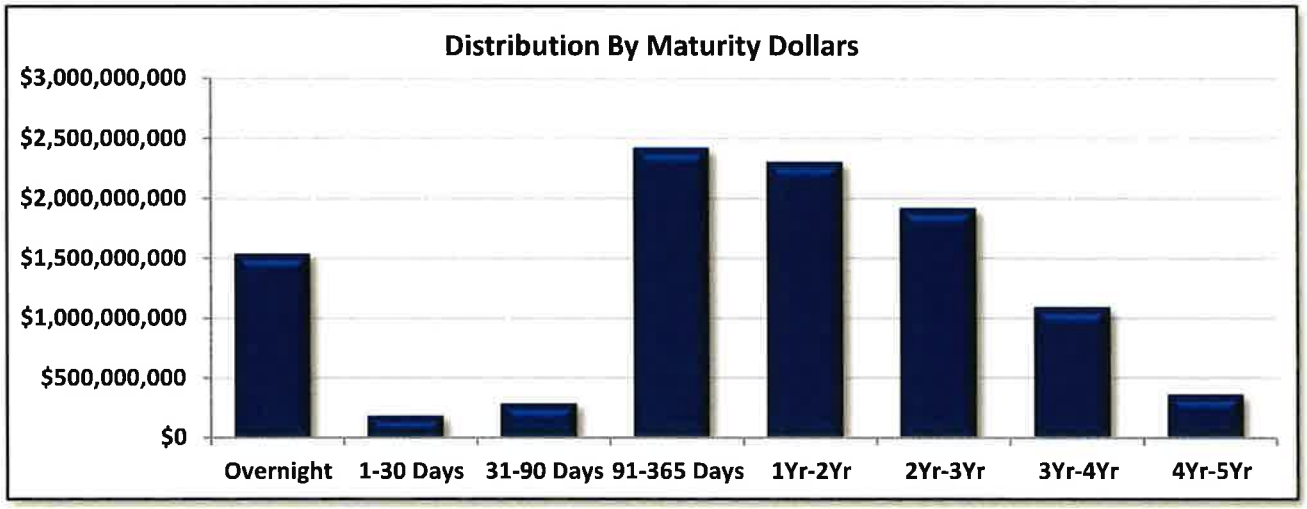
Source: Data source is supplied by Santa Clara County, while the calculations are performed by Meeder Public Funds.

Santa Clara County Commingled Pool

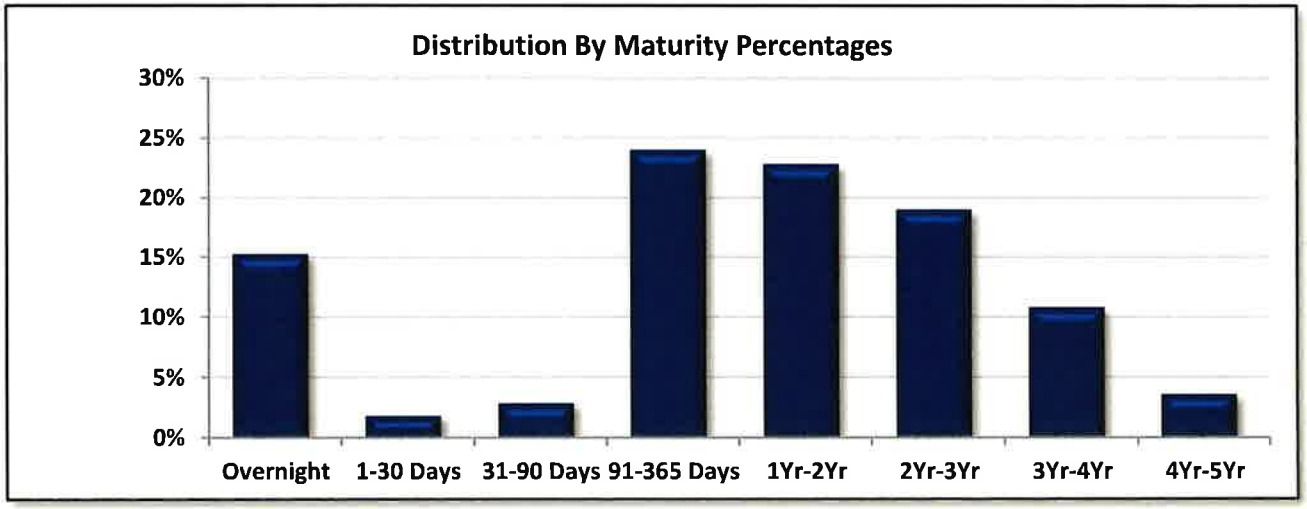
Distribution by Maturity

September 30, 2024

Maturity	Amount*
Overnight	1,540,331,241
1-30 Days	180,295,895
31-90 Days	284,493,649
91-365 Days	2,423,763,239
1Yr-2Yr	2,305,618,127
2Yr-3Yr	1,918,695,493
3Yr-4Yr	1,091,952,180
4Yr-5Yr	359,627,310
	10,104,777,134



Maturity	Amount*
Overnight	15.24%
1-30 Days	1.78%
31-90 Days	2.82%
91-365 Days	23.99%
1Yr-2Yr	22.82%
2Yr-3Yr	18.99%
3Yr-4Yr	10.81%
4Yr-5Yr	3.56%
	100.00%



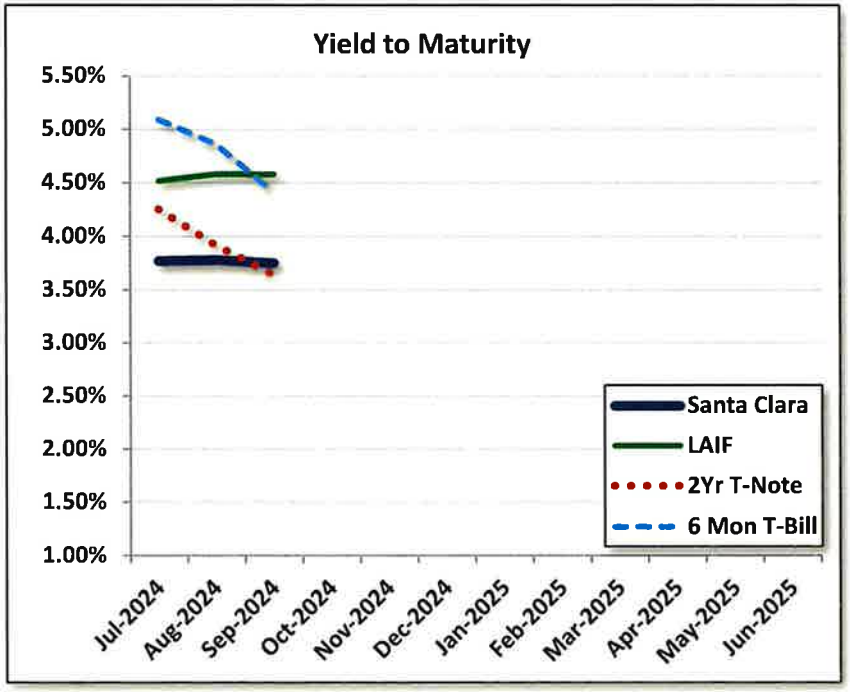
*Amounts are based on book value

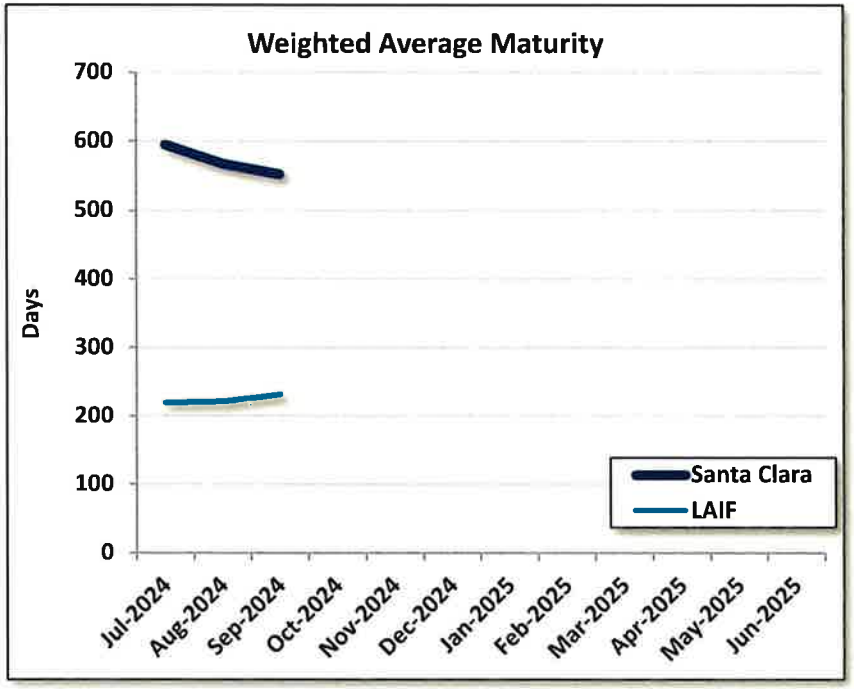
Source: Data source is supplied by Santa Clara County, while the calculations are performed by Meeder Public Funds.

Santa Clara County Commingled Pool

Yield to Maturity and Weighted Average Maturity

September 30, 2024





Item	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
SCC YTM	3.77%	3.78%	3.75%									
LAIF YTM	4.52%	4.58%	4.58%									
6 Mon T-Bill	5.09%	4.86%	4.41%									
2Yr T-Note	4.26%	3.92%	3.64%									
SCC WAM	595	567	552									
LAIF WAM	220	221	231									
SCC Duration*	0.97	0.94	0.92									
LAIF Duration	0.60	0.61	0.63									

*Effective Duration is expressed in years. The Duration for LAIF is an estimate.

Note: Yield to Maturity for 2Yr T-Note and 6 Mon T-bill are yields at market levels. LAIF and Santa Clara yields are calculated at purchase cost.

Source: Data source is supplied by Santa Clara County, while the calculations are performed by Meeder Public Funds.

Santa Clara County

Approved Issuers and Broker/Dealers

September 30, 2024

Direct Commercial Paper Issuers

Toyota Motor Credit

Broker/Dealers

Academy Securities, Inc
BofA Securities, LLC
Barclays Capital, Inc
Bank of Montreal, Chicago Branch
BNP Paribas Securities Corp
BNY Mellon Capital Markets, LLC
BOK Financial Securities (Bank of Oklahoma)
Brean Capital LLC
Cantor Fitzgerald & Co
Citigroup Global Markets Inc
Daiwa Capital Markets America Inc
Deutsche Bank Securities Inc
InspereX LLC
Jefferies LLC
JP Morgan Securities, Inc
Keybanc Capital Markets, Inc
Loop Capital Markets LLC
Mizuho Securities USA, Inc
MUFG Securities Americas Inc.
Raymond James, Inc.
RBC Capital Markets, Inc
UBS Securities LLC
Vining Sparks LP
Siebert Williams Shank & Co LLC

Santa Clara County Commingled Pool
Compliance with Investment Policy
September 30, 2024

Item/Sector	Parameters	In Compliance
Maturity	Weighted Average Maturity (WAM) must be less than 36 months	Yes
Interest Periods	Securities must pay interest within one year of the initial investment and at least semiannually in subsequent years	Yes
Investment Swaps	Similar maturity swaps, so as not to affect cash flow needs, should have minimum 5 basis point gain	Yes
Issuer Limits	No more than 5% of the portfolio shall be invested in aggregate of any single institution of the following types: Bankers Acceptances, CP, Negotiable CDs, and Corporate Notes	Yes
U.S. Treasuries	No sector limit, no issuer limit, max maturity 5 years	Yes
U.S. Federal Agencies	No sector limit, no issuer limit, max maturity 5 years	Yes
LAIF	No sector limit, no issuer limit, CA State's deposit limit $75 million	Yes
Repurchase Agreements	No sector limit, no Issuer limit, max maturity 92 days, treasury and agency collateral at 102% of investment, if maturity exceeds 15 days, must be collateralized by securities with 5 years or less maturities	Yes
Commercial Paper	Sector limit 40%, issuer limit 5%, max maturity 270 days, rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), issued by domestic corporation w/ at least $500 mil of assets, and long term debt rated by at least two: AA- (S&P/Fitch)/Aa3 (Moody's)	Yes
Corporate Bonds	Sector limit 30%, issuer limit 5%, max maturity 5 years, rated by at least two: A- (S&P/Fitch)/A3 (Moody's), issued by domestic corps/depositories, but no single NRSRO rating can be lower than A- or equivalent	Yes
Money Market Funds	Sector limit 20%, issuer limit 10%, rated by at least two: AAA-m (S&P/Fitch)/Aaa-mf (Moody's), MMF has at least $500 mil managed	Yes
Negotiable Certificates of Deposit	Sector limit 30%, issuer limit 5%, max maturity 5 years, if under 1 year rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), if greater than 1 year rated by at least two: AA- (S&P/Fitch)/Aa3 (Moody's)	Yes
Municipal Securities	Sector limit 10%, no issuer limit, State of CA, local CA agencies, and other municipal securities of the other 49 states, if long-term rated, then by at least two: A- (S&P/Fitch)/A3 (Moody's), if short-term rated, then by at least two: SP-1 (S&P), MIG-1 (Moody's), F-1 (Fitch), revenue based bonds payable solely out of the States' or local agencies' revenues	Yes
Agency Mortgage-Backed Securities	Sector limit 20%, no issuer limit, max maturity 5 years, collateralized by pools of conforming residential mortgage loans insured by FHLMC/FNMA and residential mortgages guaranteed by FHA (GNMA)	Yes
Asset-Backed Securities	Sector limit 20%, no issuer limit, max maturity 5 years, collateralized by pools of loans such as installment/receivables, security must be rated by at least two: AA- (S&P/Fitch), Aa3 (Moody's), issuer rated by at least two: A- (S&P/Fitch), A3 (Moody's)	Yes
Supranational Debt Obligations	Sector limit 30%, max maturity 5 years, issued or unconditionally gauranteed by the IBR and IADB, rated by at least two: AAA (S&P/Fitch), Aaa (Moody's)	Yes
Bankers' Acceptances	Sector limit 40%, issuer limit 5%, max maturity 180 days, rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), issued by commercial banks , collateral must exceed market value of security by 2%	Yes, None in Portfolio
Securities Lending	Sector limit 20%, max maturity 92 days for loans and reinvestment, loan counterparty must be a primary dealer, collateral must exceed 2% of market value, loaned securities must be owned for at least 30 days	Yes, None in Portfolio

Santa Clara County Commingled Pool

Allocation by Security Types

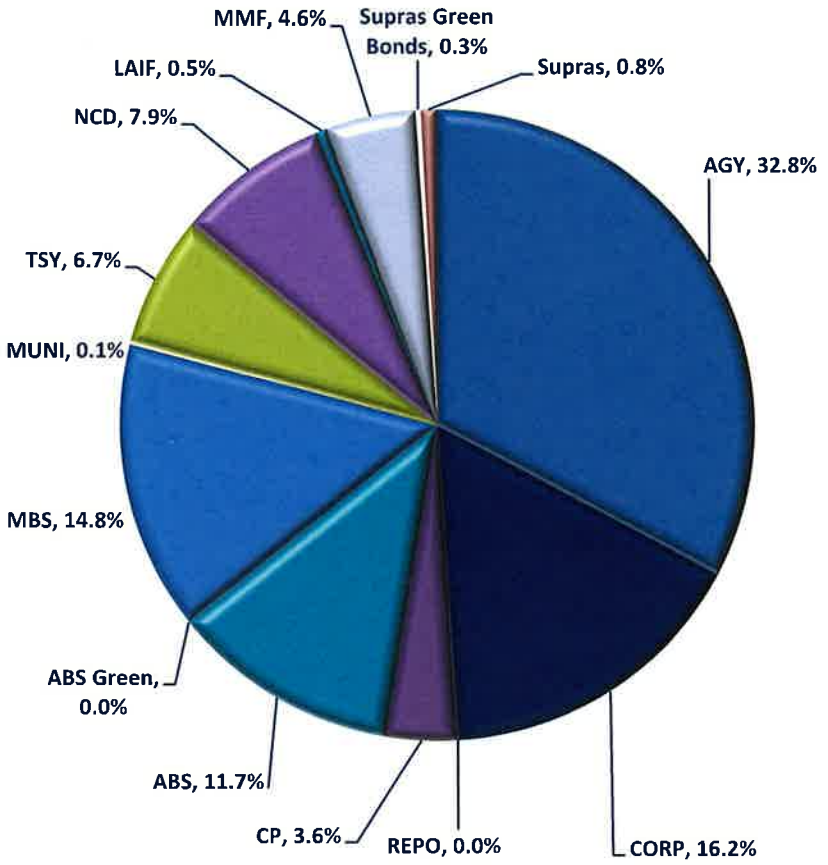
For the Month Ended July 31, 2024

Average Daily Balance	**$ 11,049,285,138.97**
Book Yield	**3.768%**
Weighted Average Maturity	**595 Days**

Investment Type	Par Value (Millions)	Book Value* (Millions)	Value (Millions)
Federal Agencies	$ 2,988.23	$ 2,968.98	$ 2,916.97
Corporate Bonds	1,469.51	1,453.69	1,442.62
Repurchase Agreements	-	-	-
Commercial Paper	325.00	321.56	323.52
Asset-Backed Securities	1,040.61	1,039.29	1,037.28
Asset-Backed Sec Green Bds	-	-	-
Mortgage Backed Securities	1,357.49	1,349.54	1,316.02
Municipal Securities	12.50	12.50	12.01
U.S. Treasuries	625.00	621.11	596.69
Negotiable CDs	700.00	700.00	700.22
LAIF	46.19	46.19	46.19
Money Market Funds	404.61	404.61	404.61
Supranationals Green Bonds	25.00	24.41	23.93
Supranationals	72.50	72.40	71.10
Total	**$ 9,066.64**	**$ 9,014.28**	**$ 8,891.16**

*Represents Amortized Book Value

Asset Allocation By Market Value



Santa Clara County Commingled Pool

Allocation by Security Types

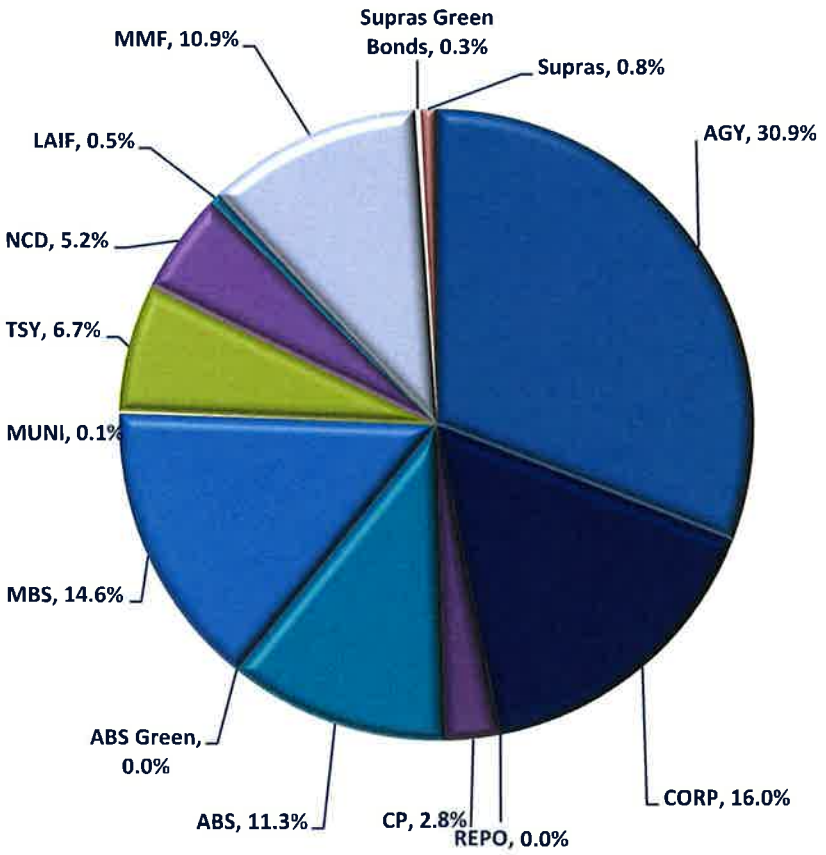
For the Month Ended August 31, 2024

Average Daily Balance	**$ 10,365,148,876.39**
Book Yield	**3.778%**
Weighted Average Maturity	**567 Days**

Investment Type	Par Value (Millions)	Book Value* (Millions)	Value (Millions)
Federal Agencies	$ 2,838.23	$ 2,829.39	$ 2,781.79
Corporate Bonds	1,454.51	1,445.61	1,436.89
Repurchase Agreements	-	-	-
Commercial Paper	250.00	248.90	248.89
Asset-Backed Securities	1,015.14	1,013.83	1,015.36
Asset-Backed Sec Green Bds	-	-	-
Mortgage Backed Securities	1,348.45	1,339.08	1,317.88
Municipal Securities	12.50	12.50	12.09
U.S. Treasuries	625.00	623.82	601.46
Negotiable CDs	465.00	465.00	465.57
LAIF	46.19	46.19	46.19
Money Market Funds	983.26	983.26	983.26
Supranationals Green Bonds	25.00	24.85	24.10
Supranationals	72.50	72.47	71.30
Total	**$ 9,135.78**	**$ 9,104.89**	**$ 9,004.77**

*Represents Amortized Book Value

Asset Allocation By Market Value



SANTA CLARA COUNTY INVESTMENTS
Fund COMM - COMMINGLED POOL
Investments by Fund
September 30, 2024

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Negotiable CDs											
05966D6F4	43557	BANCO SANTANDER NY	11/03/2023	75,000,000.00	75,000,000.00	75,000,000.00	5.920	5.838	5.920	11/01/2024	31
05973RAR3	44075	BANCO SANTANDER NY	04/12/2024	50,000,000.00	50,000,000.00	50,117,700.00	5.540	5.540	5.616	01/24/2025	115
06418NAX0	44073	BANK OF NOVA SCOTIA HOUSTON	04/11/2024	50,000,000.00	50,000,000.00	50,088,000.00	5.450	5.450	5.525	01/10/2025	101
13606K2D7	44056	CANADIAN IMP BK COMM NY	04/10/2024	65,000,000.00	65,000,000.00	65,157,625.00	5.490	5.490	5.566	01/24/2025	115
22536D2K3	44083	CREDIT AGRICOLE	04/12/2024	60,000,000.00	60,000,000.00	60,158,280.00	5.480	5.480	5.556	01/24/2025	115
89115BSD3	44067	TORONTO DOMINION BANK	04/11/2024	65,000,000.00	65,000,000.00	65,140,790.00	5.480	5.480	5.556	01/17/2025	108
90275DSY7	44039	UBS AG STAMFORD CT	04/09/2024	25,000,000.00	25,000,000.00	25,053,575.00	5.430	5.430	5.505	01/25/2025	116
90275DSY7	44045	UBS AG STAMFORD CT	04/09/2024	75,000,000.00	75,000,000.00	75,160,725.00	5.430	5.430	5.505	01/25/2025	116
		Subtotal and Average		**465,000,000.00**	**465,000,000.00**	**465,876,695.00**		**5.532**	**5.609**		**99**
Mortgage Backed Securities (MBS)											
3133LJAN1	41524	FHLMC SINGLE FAMILY POOL	11/16/2021	9,617,947.75	9,458,338.29	8,824,730.92	1.500	0.932	0.945	11/01/2031	2,587
3133LPUA3	41675	FHLMC SINGLE FAMILY POOL	12/16/2021	14,335,255.34	14,180,159.84	13,193,497.37	1.500	1.127	1.142	01/01/2032	2,648
3137BP4J5	39654	FHLMC MULTI-FAMILY	07/01/2019	5,920,864.42	5,839,881.70	5,736,451.56	2.446	1.911	1.938	03/25/2026	540
3137BHCY1	40390	FHLMC MULTI-FAMILY	03/17/2020	8,926,803.23	8,342,806.76	8,288,379.96	2.811	1.026	1.040	01/25/2025	116
3137BSP64	40526	FHLMC MULTI-FAMILY	07/01/2020	7,348,994.68	6,959,687.18	6,812,889.98	2.340	0.651	0.661	07/25/2026	662
3138LJWY2	40630	FHLMC MULTI-FAMILY	10/02/2020	13,424,421.48	12,241,858.00	12,029,277.65	2.800	0.541	0.549	10/01/2025	365
3137BYLE8	40638	FHLMC MULTI-FAMILY	10/08/2020	7,231,875.00	6,650,000.00	6,530,537.41	2.700	0.875	0.888	10/25/2025	389
3137F72W4	40784	FHLMC MULTI-FAMILY	11/30/2020	533,708.58	533,708.58	531,673.28	5.681	0.394	0.400	09/25/2029	1,820
3132XFFH6	40812	FHLMC MULTI-FAMILY	12/09/2020	45,330,468.75	45,000,000.00	43,320,458.25	0.770	0.609	0.618	10/01/2025	365
3137FF3W5	40983	FHLMC MULTI-FAMILY	03/04/2021	2,749,395.87	2,749,450.86	2,609,604.99	0.602	0.585	0.593	09/25/2027	1,089
3137BYLE8	41131	FHLMC MULTI-FAMILY	05/13/2021	5,406,445.31	5,000,000.00	4,910,178.50	2.700	0.775	0.786	10/25/2025	389
3137FYZG4	41133	FHLMC MULTI-FAMILY	05/13/2021	6,747,198.70	6,747,374.13	6,459,106.07	0.861	0.838	0.850	06/25/2027	997
3137FPJ55	41164	FHLMC MULTI-FAMILY	06/07/2021	16,737,228.33	15,537,896.91	15,153,243.84	2.606	0.821	0.832	07/25/2027	1,027
3137FBAB2	41192	FHLMC MULTI-FAMILY	06/17/2021	6,471,345.22	5,971,252.80	5,864,939.42	3.038	0.705	0.715	08/25/2027	1,058
3137H14A1	41222	FHLMC MULTI-FAMILY	06/30/2021	15,029,222.81	15,029,448.25	14,260,021.66	0.854	0.831	0.842	01/25/2028	1,211
3132XFD47	41319	FHLMC MULTI-FAMILY	08/24/2021	15,703,125.00	15,000,000.00	14,360,816.55	2.100	0.624	0.633	11/01/2026	761
3137FQ3Y7	41791	FHLMC MULTI-FAMILY	01/28/2022	17,877,331.11	17,512,040.88	16,739,185.48	2.190	1.684	1.708	07/25/2029	1,758
3137H6LT0	41892	FHLMC MULTI-FAMILY	03/08/2022	22,194,246.06	22,194,867.52	21,745,421.45	1.946	1.861	1.887	03/25/2027	905
3137H73W1	42046	FHLMC MULTI-FAMILY	04/21/2022	16,036,398.34	16,039,044.78	15,739,326.36	2.750	2.598	2.635	04/25/2027	936
3137F1G44	42093	FHLMC MULTI-FAMILY	04/29/2022	35,324,023.44	35,000,000.00	34,357,564.50	3.243	2.629	2.665	04/25/2027	936

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3137BXQY1	42099	FHLMC MULTI-FAMILY	05/02/2022	40,300,000.00	40,000,000.00	39,329,964.00	3.224	2.982	3.023	03/25/2027	905
3137F2LJ3	42110	FHLMC MULTI-FAMILY	05/03/2022	34,967,187.50	35,000,000.00	34,235,085.50	3.117	3.069	3.112	06/25/2027	997
3137F1G44	42150	FHLMC MULTI-FAMILY	05/11/2022	19,956,250.00	20,000,000.00	19,632,894.00	3.243	3.220	3.265	04/25/2027	936
3137FMD25	42205	FHLMC MULTI-FAMILY	05/24/2022	19,784,218.75	19,940,000.00	19,590,457.78	2.875	3.023	3.065	04/25/2026	571
3137FBAJ5	42757	FHLMC MULTI-FAMILY	12/08/2022	10,245,250.00	10,700,000.00	10,470,940.82	3.281	4.394	4.455	08/25/2027	1,058
3137BYLD0	42764	FHLMC MULTI-FAMILY	12/09/2022	19,238,281.25	20,000,000.00	19,561,708.00	3.288	4.198	4.257	02/25/2027	877
3137F4X23	42786	FHLMC MULTI-FAMILY	12/15/2022	7,127,195.31	7,300,000.00	7,253,274.16	3.600	4.602	4.666	02/25/2025	147
3132CW3F9	42931	FHLMC MULTI-FAMILY	02/16/2023	20,120,752.29	21,188,451.61	20,530,664.61	2.000	4.704	4.769	12/01/2027	1,156
3132XGQ74	42949	FHLMC MULTI-FAMILY	02/24/2023	43,000,062.97	44,430,158.70	44,093,268.35	3.700	4.444	4.506	11/01/2027	1,126
3137FEZT0	43054	FHLMC MULTI-FAMILY	04/11/2023	23,875,614.32	24,130,111.59	23,959,774.72	3.725	4.045	4.101	12/25/2027	1,180
3132XFLM8	43080	FHLMC MULTI-FAMILY	04/17/2023	31,149,045.31	31,160,000.00	31,020,568.35	4.300	4.288	4.347	02/01/2028	1,218
3137FHQ22	43243	FHLMC MULTI-FAMILY	06/12/2023	11,487,831.82	11,840,741.41	11,723,368.88	3.370	4.824	4.891	07/25/2025	297
3137FJXQ7	43391	FHLMC MULTI-FAMILY	08/22/2023	22,532,146.84	23,229,496.25	23,066,966.43	3.750	5.261	5.334	08/25/2025	328
3132XGW51	43597	FHLMC MULTI-FAMILY	10/30/2023	13,905,408.52	14,838,000.00	14,666,656.41	4.210	6.783	6.878	07/01/2028	1,369
3137BLVK1	43628	FHLMC MULTI-FAMILY	12/01/2023	24,591,562.50	25,500,000.00	25,184,733.30	3.116	6.925	7.021	07/25/2025	297
3137HB3G7	43636	FHLMC MULTI-FAMILY	12/07/2023	20,939,667.00	21,000,000.00	21,604,277.10	4.860	4.792	4.858	10/25/2028	1,485
3132XFND6	43889	FHLMC MULTI-FAMILY	02/16/2024	40,995,874.77	41,126,000.00	41,722,407.20	5.000	4.879	4.946	08/01/2028	1,400
3138LDYK3	42111	FNMA NOTES	05/03/2022	35,591,577.17	36,294,788.70	35,288,537.82	2.550	3.035	3.077	07/01/2026	638
3138LECC3	42910	FNMA NOTES	02/08/2023	37,820,312.50	40,000,000.00	38,765,577.60	2.420	4.069	4.126	07/01/2026	638
3136B06Q4	44491	FNMA NOTES	07/23/2024	5,008,940.10	5,008,744.45	5,012,140.88	5.770	5.576	5.654	04/25/2030	2,032
3136AY6S7	40743	FNMA MULTI-FAMILY	11/12/2020	1,817,641.60	1,695,758.93	1,689,747.13	2.539	0.384	0.390	11/25/2024	55
3138LEC33	40905	FNMA MULTI-FAMILY	01/22/2021	10,229,634.72	9,432,989.30	9,152,902.62	2.380	0.600	0.609	07/01/2026	638
3136AUG21	41228	FNMA MULTI-FAMILY	07/07/2021	18,853,609.28	17,682,165.80	17,122,325.44	2.417	0.927	0.940	10/25/2026	754
3138LNKZ3	41491	FNMA MULTI-FAMILY	11/02/2021	2,625,574.56	2,515,520.54	2,488,046.28	3.440	0.628	0.637	06/01/2025	243
3138LDLP6	41854	FNMA MULTI-FAMILY	02/23/2022	10,612,421.46	10,315,841.03	10,061,347.58	2.750	1.876	1.902	04/01/2026	547
3138LCT54	42039	FNMA MULTI-FAMILY	04/20/2022	35,196,875.00	35,000,000.00	34,459,311.95	3.100	2.909	2.949	01/01/2026	457
3138LFUJ5	42112	FNMA MULTI-FAMILY	05/03/2022	19,493,750.00	20,000,000.00	19,399,491.60	2.470	3.050	3.093	10/01/2026	730
3136AK2F9	42120	FNMA MULTI-FAMILY	05/04/2022	38,005,659.29	37,922,703.38	37,371,659.95	3.286	3.195	3.240	08/25/2026	693
3138LD5W9	42133	FNMA MULTI-FAMILY	05/06/2022	14,643,750.00	15,000,000.00	14,603,297.55	2.625	3.170	3.214	06/01/2026	608
3138LD5W9	42137	FNMA MULTI-FAMILY	05/09/2022	14,622,656.25	15,000,000.00	14,603,297.55	2.625	3.208	3.253	06/01/2026	608
3138LEC82	42151	FNMA MULTI-FAMILY	05/11/2022	19,509,375.00	20,000,000.00	19,474,684.80	2.570	3.165	3.209	07/01/2026	638
3140HV6S8	42188	FNMA MULTI-FAMILY	05/19/2022	28,959,375.00	30,000,000.00	28,913,619.60	2.190	2.988	3.030	11/01/2026	761

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3138LD5W9	42234	FNMA MULTI-FAMILY	06/01/2022	7,880,625.00	8,000,000.00	7,788,425.36	2.625	3.296	3.342	06/01/2026	608
3138L5FA3	42758	FNMA MULTI-FAMILY	12/08/2022	8,586,479.82	8,752,294.78	8,680,687.53	3.765	4.394	4.455	12/01/2025	426
3138LCT54-A	42878	FNMA MULTI-FAMILY	01/25/2023	9,723,437.50	10,000,000.00	9,845,517.70	3.100	4.684	4.749	01/01/2026	457
3136AMMF3	43042	FNMA MULTI-FAMILY	04/06/2023	17,000,186.12	17,459,188.18	17,371,274.18	3.010	4.587	4.650	12/25/2024	85
3140LJKS4	43098	FNMA MULTI-FAMILY	04/20/2023	23,264,450.63	23,279,000.00	23,306,022.26	4.540	4.533	4.596	01/01/2028	1,187
3140LJJN7	43145	FNMA MULTI-FAMILY	05/02/2023	30,631,160.63	30,732,000.00	30,724,443.62	4.385	4.375	4.436	01/01/2028	1,187
3140LHFC9	43162	FNMA MULTI-FAMILY	05/09/2023	24,437,500.00	25,000,000.00	24,422,796.50	3.530	4.065	4.122	09/01/2027	1,065
3140LJS23	43200	FNMA MULTI-FAMILY	05/24/2023	24,855,468.75	25,000,000.00	25,131,845.00	4.170	4.163	4.221	02/01/2028	1,218
3140LJX68	43268	FNMA MULTI-FAMILY	06/26/2023	23,036,842.50	23,492,000.00	23,370,645.73	4.225	4.641	4.706	06/01/2028	1,339
3140LLCB5	43563	FNMA MULTI-FAMILY	11/01/2023	21,559,042.97	22,527,000.00	22,719,216.36	4.620	5.636	5.714	07/01/2028	1,369
3142FFGN1	44063	FNMA MULTI-FAMILY	04/15/2024	39,065,625.00	40,000,000.00	40,150,706.40	4.600	5.134	5.206	01/01/2029	1,553
3138LMNE9	44670	FNMA MULTI-FAMILY	08/07/2024	16,820,598.44	16,850,877.36	16,703,793.97	5.770	5.640	5.718	03/01/2028	1,247
3140QMQJ6	41525	FNMA SINGLE FAMILY POOL	11/16/2021	8,847,937.55	8,744,101.35	8,153,577.91	1.500	1.092	1.107	11/01/2031	2,587
3140XDHF6	41526	FNMA SINGLE FAMILY POOL	11/16/2021	16,095,106.88	15,813,430.15	14,753,980.77	1.500	0.899	0.911	09/01/2031	2,526
31418EAD2	41676	FNMA SINGLE FAMILY POOL	12/16/2021	12,623,085.24	12,459,553.60	11,608,645.83	1.500	1.055	1.070	12/01/2031	2,617
30322KAE3	43105	FREDDIE MAC MULTI-FAMILY	04/21/2023	23,374,904.44	25,840,892.77	24,412,930.20	0.880	4.491	4.553	07/25/2026	662
3132XGVS2	43629	FREDDIE MAC MULTI-FAMILY	11/16/2023	26,783,753.44	27,276,000.00	27,816,908.72	5.100	5.664	5.743	06/01/2028	1,339
		Subtotal and Average		**1,304,740,005.41**	**1,314,465,626.36**	**1,290,481,721.20**		**3.390**	**3.437**		**976**
Federal Agency Bonds											
3133ELVQ4	40585	FFCB NOTES	09/11/2020	15,038,195.12	15,000,000.00	14,753,816.40	0.950	0.429	0.435	04/01/2025	182
3133EM4X7	41408	FFCB NOTES	09/29/2021	12,744,473.00	12,796,000.00	12,106,932.33	0.800	0.999	1.013	09/10/2026	709
3133ENEJ5	41536	FFCB NOTES	11/18/2021	24,998,748.84	25,000,000.00	24,869,955.00	0.875	0.901	0.913	11/18/2024	48
3133ENKS8	41747	FFCB NOTES	01/11/2022	12,497,514.53	12,500,000.00	12,386,581.38	1.125	1.185	1.201	01/06/2025	97
3133ENNB2	41818	FFCB NOTES	02/08/2022	3,984,139.44	4,000,000.00	3,822,712.68	1.625	1.778	1.803	02/03/2027	855
3133ENNY2	41842	FFCB NOTES	02/17/2022	29,976,750.00	30,000,000.00	29,191,319.40	1.750	1.783	1.808	02/17/2026	504
3133ENPX2	41860	FFCB NOTES	02/24/2022	19,986,731.32	20,000,000.00	19,608,636.20	1.800	1.851	1.877	08/22/2025	325
3133ENRZ5	41914	FFCB NOTES	03/17/2022	14,989,717.22	15,000,000.00	14,821,154.10	1.950	2.075	2.104	03/17/2025	167
3133ENUD0	42079	FFCB NOTES	04/28/2022	19,953,928.73	20,000,000.00	19,667,474.40	2.640	2.762	2.800	04/08/2026	554
3133ENZG8	42304	FFCB NOTES	06/21/2022	19,990,744.17	20,000,000.00	19,896,458.00	3.375	3.396	3.443	06/20/2025	262
3133ENB33	42402	FFCB NOTES	07/19/2022	19,976,256.00	20,000,000.00	19,689,499.60	3.050	3.053	3.096	07/19/2027	1,021
3133ENN22	42568	FFCB NOTES	09/22/2022	24,981,556.25	25,000,000.00	24,913,391.00	3.750	3.778	3.830	09/22/2025	356

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3133ENV72	42641	FFCB NOTES	10/27/2022	24,964,260.15	25,000,000.00	25,319,561.00	4.500	4.525	4.588	07/27/2026	664
3133ENZ37	42685	FFCB NOTES	11/10/2022	10,000,698.08	10,000,000.00	10,002,139.60	4.875	4.784	4.851	01/10/2025	101
3133ENZ94	42717	FFCB NOTES	11/23/2022	19,994,294.27	20,000,000.00	19,987,849.00	4.500	4.666	4.731	11/18/2024	48
3133EN3S7	42752	FFCB NOTES	12/07/2022	22,506,315.09	22,605,000.00	22,681,328.27	3.750	3.848	3.902	12/07/2027	1,162
3133EPFT7	43069	FFCB NOTES	04/13/2023	19,947,457.78	20,000,000.00	19,969,352.00	3.750	3.879	3.933	04/13/2026	559
3133EPCW3	43081	FFCB NOTES	04/17/2023	23,666,597.73	23,598,000.00	23,631,658.06	5.000	4.246	4.305	03/10/2025	160
3133EPGW9	43119	FFCB NOTES	04/25/2023	39,970,040.00	40,000,000.00	40,308,841.60	3.875	3.844	3.898	04/25/2028	1,302
3133EPLC7	43211	FFCB NOTES	05/30/2023	24,913,827.33	25,000,000.00	25,080,873.75	4.125	4.330	4.390	02/26/2026	513
3130AN4T4	41376	FHLB NOTES	09/17/2021	10,011,789.97	10,000,000.00	9,538,299.30	0.875	0.793	0.804	06/12/2026	619
3130A8ZQ9	41509	FHLB NOTES	11/09/2021	20,143,353.15	20,000,000.00	19,569,945.80	1.750	0.963	0.977	09/12/2025	346
3130AQF40	41694	FHLB NOTES	12/22/2021	14,999,450.37	15,000,000.00	14,880,049.35	1.000	1.003	1.017	12/20/2024	80
3130AUXH2	42923	FHLB NOTES	02/14/2023	44,995,345.00	45,000,000.00	45,004,170.15	4.625	4.590	4.654	02/14/2025	136
3130AV7L0	42965	FHLB NOTES	03/03/2023	39,989,144.62	40,000,000.00	40,051,113.20	5.000	5.001	5.071	02/28/2025	150
3137EAEP0	40331	FHLMC NOTES	02/14/2020	24,998,597.47	25,000,000.00	24,722,704.75	1.500	1.497	1.517	02/12/2025	134
3137EAEX3	40612	FHLMC NOTES	09/25/2020	9,994,107.23	10,000,000.00	9,654,118.50	0.375	0.430	0.435	09/23/2025	357
3135G0X24	40233	FNMA NOTES	01/10/2020	14,997,443.74	15,000,000.00	14,879,233.65	1.625	1.668	1.691	01/07/2025	98
3135G03U5	40489	FNMA NOTES	04/30/2020	7,002,072.81	7,000,000.00	6,858,675.39	0.625	0.563	0.571	04/22/2025	203
3135G04Z3	40514	FNMA NOTES	06/19/2020	19,994,105.45	20,000,000.00	19,487,250.60	0.500	0.534	0.542	06/17/2025	259
3135G05X7	40555	FNMA NOTES	08/27/2020	29,974,699.89	30,000,000.00	29,028,377.10	0.375	0.463	0.469	08/25/2025	328
3135G04Z3	40635	FNMA NOTES	10/06/2020	15,006,835.25	15,000,000.00	14,615,437.95	0.500	0.429	0.435	06/17/2025	259
3135G05X7	40971	FNMA NOTES	02/26/2021	14,957,643.85	15,000,000.00	14,514,188.55	0.375	0.684	0.694	08/25/2025	328
3135G05X7	40998	FNMA NOTES	03/15/2021	14,949,243.38	15,000,000.00	14,514,188.55	0.375	0.747	0.758	08/25/2025	328
3135G06G3	41005	FNMA NOTES	03/19/2021	9,965,171.94	10,000,000.00	9,622,933.80	0.500	0.812	0.823	11/07/2025	402
3135G05X7	41006	FNMA NOTES	03/19/2021	14,946,345.11	15,000,000.00	14,514,188.55	0.375	0.769	0.780	08/25/2025	328
3135G04Z3	41094	FNMA NOTES	04/23/2021	23,681,067.59	23,703,000.00	23,095,315.05	0.500	0.623	0.632	06/17/2025	259
3135G05X7	41537	FNMA NOTES	11/18/2021	24,844,267.50	25,000,000.00	24,190,314.25	0.375	1.068	1.083	08/25/2025	328
3135G05X7	41559	FNMA NOTES	11/26/2021	9,926,337.44	10,000,000.00	9,676,125.70	0.375	1.198	1.214	08/25/2025	328
3135G05X7	42344	FNMA NOTES	06/30/2022	9,759,383.61	10,000,000.00	9,676,125.70	0.375	3.163	3.207	08/25/2025	328
880591EW8	40799	TENNESSEE VALLEY AUTHORITY	12/03/2020	19,105,005.62	19,075,000.00	18,660,244.07	0.750	0.487	0.494	05/15/2025	226
		Subtotal and Average		**799,323,656.04**	**800,277,000.00**	**789,462,533.73**		**2.413**	**2.447**		**388**

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Federal Agency Bonds - CALLABLE											
31422XN40	42653	FARMER MAC	11/01/2022	25,000,000.00	25,000,000.00	24,996,272.50	5.050	4.980	5.050	11/01/2027	1,126
31422XR20	42729	FARMER MAC	11/29/2022	25,000,000.00	25,000,000.00	25,011,389.50	5.050	4.980	5.050	11/29/2024	59
31422X3H3	43219	FARMER MAC	06/02/2023	25,000,000.00	25,000,000.00	25,076,094.25	4.550	4.487	4.550	06/02/2027	974
3133EMLP5	40870	FFCB NOTES	12/24/2020	15,000,000.00	15,000,000.00	14,850,268.65	0.320	0.315	0.320	12/23/2024	83
3133EMVS8	41063	FFCB NOTES	04/14/2021	40,000,000.00	40,000,000.00	39,242,032.80	0.690	0.680	0.690	04/14/2025	195
3133ENJC5	41695	FFCB NOTES	12/22/2021	12,000,000.00	12,000,000.00	11,354,560.08	1.290	1.272	1.290	12/22/2026	812
3133ENJC5	41696	FFCB NOTES	12/22/2021	12,000,000.00	12,000,000.00	11,354,560.08	1.290	1.272	1.290	12/22/2026	812
3133ENQD5	41869	FFCB NOTES	03/01/2022	7,000,000.00	7,000,000.00	6,740,642.02	2.170	2.140	2.170	03/01/2027	881
3133ENQD5	41870	FFCB NOTES	03/01/2022	10,000,000.00	10,000,000.00	9,629,488.60	2.170	2.140	2.170	03/01/2027	881
3133ENQD5	41871	FFCB NOTES	03/01/2022	10,000,000.00	10,000,000.00	9,629,488.60	2.170	2.140	2.170	03/01/2027	881
3133ENF96	42484	FFCB NOTES	08/17/2022	20,000,000.00	20,000,000.00	19,890,112.00	3.960	3.905	3.960	08/17/2026	685
3133EPMF9	43239	FFCB NOTES	06/09/2023	15,000,000.00	15,000,000.00	15,051,403.50	4.690	4.625	4.690	06/09/2026	616
3133EPRN7	43345	FFCB NOTES	08/01/2023	14,974,138.15	15,000,000.00	15,086,724.30	5.050	5.031	5.101	07/28/2028	1,396
3133ERSD4	44684	FFCB NOTES	09/11/2024	39,990,139.37	40,000,000.00	40,080,799.60	4.930	4.869	4.936	09/06/2028	1,436
3130AJLA5	40502	FHLB NOTES	05/19/2020	5,000,000.00	5,000,000.00	4,886,493.80	0.750	0.739	0.750	05/19/2025	230
3130ALDL5	40968	FHLB NOTES	02/25/2021	35,000,000.00	35,000,000.00	33,545,207.85	0.625	0.616	0.625	02/25/2026	512
3130ALMM3	41031	FHLB NOTES	03/30/2021	9,200,000.00	9,200,000.00	8,813,979.78	1.000	0.986	1.000	03/30/2026	545
3130ALCV4	41057	FHLB NOTES	04/13/2021	14,960,098.97	15,000,000.00	14,343,045.00	0.750	0.932	0.945	02/24/2026	511
3130ALZ31	41110	FHLB NOTES	04/28/2021	35,000,000.00	35,000,000.00	34,894,436.50	0.625	0.616	0.625	10/28/2024	27
3130AM4N9	41113	FHLB NOTES	04/29/2021	15,000,000.00	15,000,000.00	14,337,195.00	1.000	0.986	1.000	04/29/2026	575
3130ANA42	41260	FHLB NOTES	07/28/2021	11,999,080.00	12,000,000.00	11,745,096.96	0.650	0.654	0.663	04/28/2025	209
3130ALEY6	41278	FHLB NOTES	08/04/2021	24,726,924.49	24,730,000.00	23,675,584.76	0.800	0.797	0.808	03/04/2026	519
3130ANWF3	41332	FHLB NOTES	08/30/2021	45,000,000.00	45,000,000.00	42,636,729.60	0.970	0.956	0.970	08/25/2026	693
3130ANVR8	41365	FHLB NOTES	09/14/2021	24,000,000.00	24,000,000.00	22,774,582.56	1.000	0.986	1.000	08/14/2026	682
3130AKZ25	41640	FHLB NOTES	12/08/2021	18,148,166.66	18,300,000.00	17,491,486.42	0.650	1.241	1.259	02/26/2026	513
3130ANMH0	41652	FHLB NOTES	12/13/2021	24,879,253.11	25,000,000.00	23,807,248.50	1.100	1.346	1.365	08/20/2026	688
3130AQDY6	41716	FHLB NOTES	12/30/2021	16,040,000.00	16,040,000.00	15,891,600.97	1.000	0.986	1.000	12/30/2024	90
3130ARFG1	41954	FHLB NOTES	03/30/2022	20,000,000.00	20,000,000.00	19,390,911.60	2.400	2.367	2.400	03/25/2027	905
3130AKYH3	41960	FHLB NOTES	03/31/2022	18,866,155.51	19,655,000.00	18,355,592.62	0.830	2.618	2.655	02/10/2027	862
3130ARJT9	41995	FHLB NOTES	04/12/2022	25,000,000.00	25,000,000.00	24,530,353.25	2.910	2.870	2.910	04/12/2027	923
3130ARN23	42077	FHLB NOTES	04/28/2022	25,000,000.00	25,000,000.00	24,576,602.50	3.200	3.156	3.200	04/28/2027	939
3130ARPR6	42089	FHLB NOTES	04/29/2022	35,000,000.00	35,000,000.00	34,529,786.90	3.100	3.057	3.100	04/29/2027	940

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds - CALLABLE											
3130ARQ87	42090	FHLB NOTES	04/29/2022	15,000,000.00	15,000,000.00	14,839,668.75	3.000	2.958	3.000	04/29/2026	575
3130ARQ87	42091	FHLB NOTES	04/29/2022	25,000,000.00	25,000,000.00	24,732,781.25	3.000	2.958	3.000	04/29/2026	575
3130ARQ87	42092	FHLB NOTES	04/29/2022	25,000,000.00	25,000,000.00	24,732,781.25	3.000	2.958	3.000	04/29/2026	575
3130ARUR0	42143	FHLB NOTES	05/10/2022	25,000,000.00	25,000,000.00	24,722,024.25	3.200	3.156	3.200	05/10/2027	951
3130ARUR0	42144	FHLB NOTES	05/10/2022	4,197,809.00	4,200,000.00	4,153,300.07	3.200	3.177	3.221	05/10/2027	951
3130ARUZ2	42166	FHLB NOTES	05/13/2022	10,000,000.00	10,000,000.00	9,905,492.60	3.100	3.057	3.100	05/13/2026	589
3130ANMH0	42245	FHLB NOTES	06/03/2022	9,849,683.45	10,215,000.00	9,727,641.74	1.100	3.095	3.138	08/20/2026	688
3130AS6Q7	42256	FHLB NOTES	06/07/2022	30,000,000.00	30,000,000.00	29,695,459.50	3.250	3.205	3.250	06/07/2027	979
3130ATW45	42728	FHLB NOTES	11/29/2022	30,000,000.00	30,000,000.00	29,997,147.90	5.050	4.980	5.050	11/29/2027	1,154
3130ANEC0	42774	FHLB NOTES	12/13/2022	33,045,447.78	35,000,000.00	33,415,035.50	1.125	3.933	3.988	07/29/2026	666
3130AVSU7	43138	FHLB NOTES	04/28/2023	25,000,000.00	25,000,000.00	25,083,026.50	4.450	4.389	4.450	04/28/2027	939
3130AVVH2	43155	FHLB NOTES	05/05/2023	25,000,000.00	25,000,000.00	25,031,955.00	4.400	4.339	4.400	05/05/2028	1,312
3130AYFT8	43756	FHLB NOTES	01/12/2024	25,000,000.00	25,000,000.00	25,165,028.50	4.500	4.438	4.500	01/12/2028	1,198
3130AYFT8	43770	FHLB NOTES	01/12/2024	20,000,000.00	20,000,000.00	20,132,022.80	4.500	4.438	4.500	01/12/2028	1,198
3130AYFT8	43776	FHLB NOTES	01/12/2024	10,000,000.00	10,000,000.00	10,066,011.40	4.500	4.438	4.500	01/12/2028	1,198
3130B0RD3	44022	FHLB NOTES	04/04/2024	35,000,000.00	35,000,000.00	35,293,921.25	5.000	4.931	5.000	04/02/2029	1,644
3130B0RD3	44027	FHLB NOTES	04/04/2024	10,000,000.00	10,000,000.00	10,083,977.50	5.000	4.931	5.000	04/02/2029	1,644
3134GVVX3	40506	FHLMC NOTES	05/28/2020	6,000,000.00	6,000,000.00	5,863,035.84	0.750	0.739	0.750	05/28/2025	239
3134GWUD6	40625	FHLMC NOTES	09/30/2020	15,000,000.00	15,000,000.00	14,844,100.80	0.400	0.394	0.400	12/30/2024	90
3134GWWR3	40626	FHLMC NOTES	09/30/2020	24,500,000.00	24,500,000.00	23,732,814.35	0.520	0.512	0.520	09/30/2025	364
3134GWZR0	40657	FHLMC NOTES	10/21/2020	8,769,908.65	8,770,000.00	8,748,710.91	0.400	0.413	0.418	10/21/2024	20
3134GW5R3	42038	FHLMC NOTES	04/20/2022	36,135,753.01	37,000,000.00	35,734,387.62	0.650	2.919	2.959	10/27/2025	391
3134GW5R3	42071	FHLMC NOTES	04/27/2022	15,629,243.94	16,000,000.00	15,452,708.16	0.650	2.899	2.940	10/27/2025	391
3134GW6C5	42098	FHLMC NOTES	05/02/2022	19,123,014.60	20,000,000.00	18,831,103.20	0.800	3.036	3.078	10/28/2026	757
3134GXHX5	42109	FHLMC NOTES	05/03/2022	14,278,560.18	15,000,000.00	14,052,357.75	0.850	3.145	3.189	12/23/2026	813
3134GYPF3	43063	FHLMC NOTES	04/12/2023	25,000,000.00	25,000,000.00	25,133,412.00	4.750	4.686	4.751	07/12/2027	1,014
3134GYPF3	43064	FHLMC NOTES	04/12/2023	15,000,000.00	15,000,000.00	15,080,047.20	4.750	4.686	4.751	07/12/2027	1,014
3136G4XZ1	40522	FNMA NOTES	06/30/2020	15,000,000.00	15,000,000.00	14,612,333.40	0.740	0.729	0.740	06/30/2025	272
3136G4XZ1	40523	FNMA NOTES	06/30/2020	5,000,000.00	5,000,000.00	4,870,777.80	0.740	0.729	0.740	06/30/2025	272
3136G4YU1	40528	FNMA NOTES	07/15/2020	10,000,000.00	10,000,000.00	9,725,750.50	0.730	0.720	0.730	07/15/2025	287
3136G4YU1	40529	FNMA NOTES	07/15/2020	5,518,000.00	5,518,000.00	5,366,669.13	0.730	0.720	0.730	07/15/2025	287
3136G4A45	40534	FNMA NOTES	07/22/2020	20,000,000.00	20,000,000.00	19,433,228.40	0.710	0.700	0.710	07/22/2025	294

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds - CALLABLE											
3136G4B77	40543	FNMA NOTES	08/04/2020	20,000,000.00	20,000,000.00	19,410,896.40	0.700	0.690	0.700	08/04/2025	307
3136G4H63	40550	FNMA NOTES	08/19/2020	11,500,000.00	11,500,000.00	11,160,727.23	0.550	0.542	0.550	08/19/2025	322
3136G4H63	40551	FNMA NOTES	08/19/2020	10,000,000.00	10,000,000.00	9,704,980.20	0.550	0.542	0.550	08/19/2025	322
3136G4H63	40552	FNMA NOTES	08/19/2020	15,000,000.00	15,000,000.00	14,557,470.30	0.550	0.542	0.550	08/19/2025	322
3136G4X40	40575	FNMA NOTES	09/08/2020	12,639,425.62	12,640,000.00	12,252,438.39	0.600	0.596	0.605	08/26/2025	329
3136G46K4	40685	FNMA NOTES	10/28/2020	35,000,000.00	35,000,000.00	33,933,416.65	0.500	0.493	0.500	07/28/2025	300
3136G46K4	40686	FNMA NOTES	10/28/2020	14,000,000.00	14,000,000.00	13,573,366.66	0.500	0.493	0.500	07/28/2025	300
3136G46K4	40687	FNMA NOTES	10/28/2020	26,000,000.00	26,000,000.00	25,207,680.94	0.500	0.493	0.500	07/28/2025	300
3136G45C3	40749	FNMA NOTES	11/17/2020	9,995,988.20	10,000,000.00	9,664,452.90	0.540	0.570	0.577	10/27/2025	391
3135GA2Z3	40780	FNMA NOTES	11/27/2020	24,995,747.21	25,000,000.00	24,048,808.75	0.560	0.567	0.575	11/17/2025	412
3136G4W41	41809	FNMA NOTES	02/03/2022	29,762,913.88	30,000,000.00	29,116,241.40	0.650	1.534	1.556	08/25/2025	328
3135G06L2	41964	FNMA NOTES	04/01/2022	19,273,541.78	20,000,000.00	18,802,332.80	0.875	2.594	2.630	12/18/2026	808
3135GAM81	43798	FNMA NOTES	01/19/2024	25,000,000.00	25,000,000.00	25,005,144.75	5.000	4.931	5.000	01/17/2029	1,569
		Subtotal and Average		**1,518,998,993.56**	**1,526,268,000.00**	**1,492,916,441.24**		**2.458**	**2.493**		**692**
US Treasury Notes											
91282CBH3	41010	U.S. TREASURY NOTES	03/23/2021	29,812,552.16	30,000,000.00	28,672,265.70	0.375	0.842	0.854	01/31/2026	487
91282CAJ0	41011	U.S. TREASURY NOTES	03/23/2021	29,867,279.02	30,000,000.00	28,987,734.30	0.250	0.732	0.743	08/31/2025	334
912828ZW3	41016	U.S. TREASURY NOTES	03/24/2021	24,922,476.35	25,000,000.00	24,290,625.00	0.250	0.663	0.672	06/30/2025	272
912828XB1	41023	U.S. TREASURY NOTES	03/26/2021	25,233,264.65	25,000,000.00	24,672,070.25	2.125	0.588	0.596	05/15/2025	226
91282CAB7	41024	U.S. TREASURY NOTES	03/26/2021	34,883,653.03	35,000,000.00	33,915,478.45	0.250	0.647	0.656	07/31/2025	303
912828ZW3	41062	U.S. TREASURY NOTES	04/13/2021	39,866,617.93	40,000,000.00	38,865,000.00	0.250	0.695	0.705	06/30/2025	272
91282CAJ0	41067	U.S. TREASURY NOTES	04/14/2021	29,868,878.91	30,000,000.00	28,987,734.30	0.250	0.726	0.736	08/31/2025	334
912828ZT0	41075	U.S. TREASURY NOTES	04/15/2021	29,918,704.38	30,000,000.00	29,225,156.10	0.250	0.656	0.665	05/31/2025	242
91282CBH3	41484	U.S. TREASURY NOTES	10/29/2021	24,773,064.46	25,000,000.00	23,893,554.75	0.375	1.058	1.073	01/31/2026	487
9128287B0	41496	U.S. TREASURY NOTES	11/03/2021	25,332,258.73	25,000,000.00	24,231,445.25	1.875	1.076	1.091	06/30/2026	637
91282CAJ0	41517	U.S. TREASURY NOTES	11/12/2021	29,793,299.15	30,000,000.00	28,987,734.30	0.250	1.006	1.020	08/31/2025	334
9128286X3	41550	U.S. TREASURY NOTES	11/23/2021	25,349,556.70	25,000,000.00	24,362,304.75	2.125	1.239	1.257	05/31/2026	607
912828P46	41602	U.S. TREASURY NOTES	11/26/2021	40,201,943.50	40,000,000.00	38,842,187.60	1.625	1.229	1.246	02/15/2026	502
9128286A3	41619	U.S. TREASURY NOTES	12/01/2021	30,606,325.20	30,000,000.00	29,545,312.50	2.625	1.055	1.070	01/31/2026	487
912828P46	41623	U.S. TREASURY NOTES	12/02/2021	25,175,858.82	25,000,000.00	24,276,367.25	1.625	1.084	1.099	02/15/2026	502
912828YD6	41656	U.S. TREASURY NOTES	12/13/2021	40,126,851.05	40,000,000.00	38,318,750.00	1.375	1.187	1.203	08/31/2026	699

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
US Treasury Notes											
91282CAT8	41659	U.S. TREASURY NOTES	12/13/2021	39,623,071.67	40,000,000.00	38,453,124.80	0.250	1.127	1.143	10/31/2025	395
912828YG9	41816	U.S. TREASURY NOTES	02/07/2022	19,953,994.23	20,000,000.00	19,229,687.60	1.625	1.721	1.745	09/30/2026	729
912828Y95	42053	U.S. TREASURY NOTES	04/22/2022	44,181,582.32	45,000,000.00	43,565,625.00	1.875	2.899	2.939	07/31/2026	668
9128287B0	42104	U.S. TREASURY NOTES	05/02/2022	34,404,122.12	35,000,000.00	33,924,023.35	1.875	2.878	2.918	06/30/2026	637
		Subtotal and Average		**623,895,354.38**	**625,000,000.00**	**605,246,181.25**		**1.199**	**1.215**		**459**
Corporate Bonds											
037833DF4	40274	APPLE INC	01/23/2020	5,011,185.81	5,000,000.00	4,973,527.80	2.750	1.892	1.918	01/13/2025	104
037833DX5	40553	APPLE INC	08/20/2020	29,987,452.67	30,000,000.00	29,075,110.50	0.550	0.589	0.597	08/20/2025	323
037833EB2	40926	APPLE INC	02/08/2021	19,993,993.67	20,000,000.00	19,171,797.80	0.700	0.712	0.722	02/08/2026	495
037833CJ7	41990	APPLE INC	04/11/2022	11,764,008.98	11,694,000.00	11,585,734.96	3.350	3.031	3.073	02/09/2027	861
037833CJ7	41991	APPLE INC	04/12/2022	11,910,396.93	11,850,000.00	11,740,290.69	3.350	3.060	3.103	02/09/2027	861
037833ET3	43166	APPLE INC	05/10/2023	39,944,287.33	40,000,000.00	40,421,196.40	4.000	3.987	4.043	05/10/2028	1,317
00724PAE9	44016	Adobe Inc	04/04/2024	9,995,819.44	10,000,000.00	10,239,122.20	4.850	4.801	4.868	04/04/2027	915
023135CF1	42005	AMAZON	04/13/2022	39,958,250.67	40,000,000.00	39,478,772.00	3.300	3.299	3.345	04/13/2027	924
023135CP9	42735	AMAZON	12/01/2022	49,981,633.33	50,000,000.00	51,021,912.00	4.550	4.500	4.563	12/01/2027	1,156
06051GHW2	43599	BANK OF AMERICA CORP	11/22/2023	41,747,769.58	42,553,000.00	42,477,417.36	2.456	6.273	6.360	10/22/2025	386
06051GJD2	43651	BANK OF AMERICA CORP	12/07/2023	19,500,684.85	20,407,000.00	19,903,770.11	1.319	5.769	5.849	06/19/2026	626
06405LAC5	42712	BANK OF NEW YORK	11/22/2022	20,000,000.00	20,000,000.00	20,003,800.00	5.224	5.152	5.224	11/21/2025	416
06406RBQ9	43125	BANK OF NEW YORK	04/26/2023	15,000,000.00	15,000,000.00	15,144,336.15	4.947	4.879	4.947	04/26/2027	937
06405LAD3	43199	BANK OF NEW YORK	05/24/2023	15,000,000.00	15,000,000.00	15,058,293.60	5.148	5.077	5.148	05/22/2026	598
084664CZ2	41908	BERKSHIRE HATHWY	03/15/2022	39,996,267.56	40,000,000.00	38,705,367.60	2.300	2.272	2.304	03/15/2027	895
141781CA0	43110	CARGILL INC	04/24/2023	9,989,124.82	10,000,000.00	10,084,309.00	4.500	4.507	4.570	06/24/2026	631
141781CA0	43118	CARGILL INC	04/25/2023	27,860,206.21	27,850,000.00	28,084,800.57	4.500	4.417	4.478	06/24/2026	631
14913R2K2	43128	CATERPILLAR	04/26/2023	28,641,367.54	30,000,000.00	28,769,473.80	0.900	4.265	4.325	03/02/2026	517
14913UAA8	43176	CATERPILLAR	05/15/2023	44,988,563.33	45,000,000.00	45,259,380.00	4.350	4.307	4.366	05/15/2026	591
14913UAF7	43915	CATERPILLAR	02/27/2024	39,993,534.44	40,000,000.00	40,596,311.60	5.050	4.992	5.062	02/27/2026	514
194162AM5	42464	COLGATE-PALMOLIVE CO	08/09/2022	4,998,669.98	5,000,000.00	4,956,803.25	3.100	3.089	3.132	08/15/2025	318
126149AD5	43109	BESTFOODS	04/24/2023	16,525,976.20	15,683,000.00	16,739,563.24	7.250	4.511	4.574	12/15/2026	805
126149AD5	43126	BESTFOODS	04/26/2023	4,745,742.70	4,500,000.00	4,803,164.87	7.250	4.471	4.533	12/15/2026	805
166756AE6	40548	CHEVRON CORP.	08/12/2020	15,000,000.00	15,000,000.00	14,542,476.00	0.687	0.677	0.687	08/12/2025	315
24422EWR6	43134	JOHN DEERE CAPITAL CORP	04/27/2023	19,317,647.87	18,964,000.00	19,408,469.32	4.750	4.064	4.121	01/20/2028	1,206

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity	
Corporate Bonds											
24422EWW5	43235	JOHN DEERE CAPITAL CORP	06/08/2023	9,998,089.14	10,000,000.00	10,041,494.90	4.950	4.911	4.980	06/06/2025	248
95709TAN0	43074	EVERGY KANSAS CENTRAL	04/14/2023	19,434,796.89	20,000,000.00	19,483,059.20	2.550	4.236	4.295	07/01/2026	638
95709TAN0	43082	EVERGY KANSAS CENTRAL	04/17/2023	9,727,691.51	10,000,000.00	9,741,529.60	2.550	4.171	4.229	07/01/2026	638
459200KS9	43111	IBM	04/24/2023	16,147,336.71	16,216,000.00	16,144,813.71	4.000	4.482	4.545	07/27/2025	299
458140CE8	43121	INTEL CORP	04/25/2023	13,812,859.64	13,672,000.00	13,810,683.30	4.875	4.466	4.528	02/10/2028	1,227
458140CE8	43129	INTEL CORP	04/26/2023	10,108,978.31	10,000,000.00	10,101,436.00	4.875	4.447	4.509	02/10/2028	1,227
46647PBF2	43585	JPMORGAN	11/22/2023	34,577,901.55	35,216,000.00	35,172,970.27	2.301	6.060	6.144	10/15/2025	379
571676AT2	43099	MARS INC	04/20/2023	19,989,910.11	20,000,000.00	20,222,350.60	4.550	4.503	4.566	04/20/2028	1,297
57629WDG2	41926	MASSMUTUAL GLOBAL FUNDING	03/21/2022	19,998,740.74	20,000,000.00	19,826,682.80	2.800	2.775	2.813	03/21/2025	171
57629WCQ1	42334	MASSMUTUAL GLOBAL FUNDING	06/28/2022	7,243,101.76	7,500,000.00	7,232,643.98	2.350	3.948	4.003	01/14/2027	835
58933YBH7	43183	MERCK & CO	05/17/2023	9,994,123.00	10,000,000.00	10,079,981.10	4.050	4.012	4.068	05/17/2028	1,324
59217GBY4	41873	MET LIFE GLOBAL FUNDING	03/01/2022	8,652,200.69	8,500,000.00	8,396,275.44	3.450	2.548	2.584	12/18/2026	808
59217GEW5	42101	MET LIFE GLOBAL FUNDING	05/02/2022	9,971,906.64	10,000,000.00	9,917,346.00	2.800	3.382	3.429	03/21/2025	171
59217GFB0	42345	MET LIFE GLOBAL FUNDING	06/30/2022	14,993,736.33	15,000,000.00	15,150,918.75	4.400	4.356	4.417	06/30/2027	1,002
59217GFR5	43745	MET LIFE GLOBAL FUNDING	01/08/2024	19,998,463.00	20,000,000.00	20,492,765.80	4.850	4.785	4.852	01/08/2029	1,560
592179KD6	42839	METLIFE SHORT TERM FUND	01/06/2023	15,000,000.00	15,000,000.00	15,145,352.55	5.000	4.931	5.000	01/06/2026	462
61761JVL0	43527	MORGAN STANLEY	10/20/2023	26,539,937.11	26,575,000.00	26,549,322.97	3.700	5.874	5.956	10/23/2024	22
61761JVL0	43534	MORGAN STANLEY	10/24/2023	9,986,891.92	10,000,000.00	9,990,337.90	3.700	5.859	5.940	10/23/2024	22
594918BY9	42081	MICROSOFT CORP	04/28/2022	5,189,326.42	5,168,000.00	5,119,420.85	3.300	3.057	3.099	02/06/2027	858
594918BR4	42668	MICROSOFT CORP	11/04/2022	24,089,278.99	25,000,000.00	24,374,554.00	2.400	4.498	4.560	08/08/2026	676
641062AR5	42791	NESTLE HOLDINGS INC	12/16/2022	23,922,005.41	25,000,000.00	23,944,065.75	0.625	4.170	4.228	01/15/2026	471
637432NP6	43112	NATIONAL RURAL UTIL COOP	04/24/2023	13,283,283.78	13,725,000.00	13,418,577.16	3.400	4.415	4.476	02/07/2028	1,224
63743HFK3	43558	NATIONAL RURAL UTIL COOP	11/02/2023	19,995,112.01	20,000,000.00	20,593,261.40	5.600	5.610	5.688	11/13/2026	773
63743HFR8	44179	NATIONAL RURAL UTIL COOP	05/10/2024	29,983,837.36	30,000,000.00	30,764,302.80	5.100	5.052	5.122	05/06/2027	947
637639AB1	41103	NATIONAL SECS CLEARING CORP	04/27/2021	5,012,948.54	5,000,000.00	4,914,484.95	1.500	1.013	1.027	04/23/2025	204
637639AH8	42736	NATIONAL SECS CLEARING CORP	12/01/2022	15,012,194.51	14,950,000.00	15,371,389.52	5.100	4.879	4.947	11/21/2027	1,146
637639AJ4	43213	NATIONAL SECS CLEARING CORP	05/30/2023	4,999,369.31	5,000,000.00	5,019,263.90	5.150	5.099	5.170	05/30/2025	241
66815L2F5	42707	NORTHWESTERN MUTUAL LIFE INSUR	11/21/2022	29,740,345.94	31,807,000.00	30,266,817.91	1.750	4.870	4.938	01/11/2027	832
64952WED1	41174	NEW YORK LIFE GLOBAL	06/09/2021	19,993,447.11	20,000,000.00	19,059,230.60	1.150	1.154	1.170	06/09/2026	616
64952WEJ8	41483	NEW YORK LIFE GLOBAL	10/29/2021	24,999,157.41	25,000,000.00	24,920,000.25	0.900	0.931	0.944	10/29/2024	28
64952WEK5	41757	NEW YORK LIFE GLOBAL	01/14/2022	34,996,395.00	35,000,000.00	34,646,946.25	1.450	1.466	1.486	01/14/2025	105
64952WED1	41825	NEW YORK LIFE GLOBAL	02/09/2022	9,309,755.35	9,445,000.00	9,000,721.65	1.150	2.012	2.040	06/09/2026	616

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Corporate Bonds											
740189AM7	41978	PRECISION CASTPARTS CORP	04/07/2022	10,509,951.06	10,494,000.00	10,399,560.93	3.250	2.962	3.004	06/15/2025	257
742651DX7	40379	PRIVATE EXPORT FUND CORPORATIO	03/13/2020	11,621,061.11	11,610,000.00	11,565,068.14	1.750	0.938	0.951	11/15/2024	45
742718FV6	41801	PROCTER & GAMBLE	02/01/2022	54,963,553.33	55,000,000.00	52,738,090.35	1.900	1.903	1.929	02/01/2027	853
742718ER6	41999	PROCTER & GAMBLE	04/12/2022	10,737,552.95	10,845,000.00	10,563,794.25	2.450	2.919	2.960	11/03/2026	763
742718FY0	42883	PROCTER & GAMBLE	01/26/2023	9,997,053.24	10,000,000.00	10,041,555.50	4.100	4.067	4.123	01/26/2026	482
74153WCQ0	41639	PRICOA Global Funding 1_PRU	12/08/2021	19,998,757.88	20,000,000.00	19,857,759.60	1.150	1.168	1.185	12/06/2024	66
89236TGT6	40326	TOYOTA MOTOR CREDIT CORP	02/13/2020	29,998,526.00	30,000,000.00	29,679,216.90	1.800	1.789	1.814	02/13/2025	135
90327QD89	42219	USAA CAPITAL CORP	05/26/2022	14,990,236.49	15,000,000.00	14,892,384.45	3.375	3.446	3.493	05/01/2025	212
90331HPL1	40268	U S BANK	01/21/2020	19,997,396.67	20,000,000.00	19,826,465.40	2.050	2.066	2.095	01/21/2025	112
92826CAD4	42288	VISA	06/15/2022	19,821,434.79	20,000,000.00	19,787,113.40	3.150	3.897	3.952	12/14/2025	439
92826CAD4	42792	VISA	12/16/2022	24,683,986.32	25,000,000.00	24,733,891.75	3.150	4.222	4.280	12/14/2025	439
931142DV2	40315	WALMART	02/07/2020	28,023,508.78	27,975,000.00	27,852,816.11	2.650	1.741	1.765	12/15/2024	75
931142ER0	41379	WALMART	09/17/2021	9,992,587.00	10,000,000.00	9,495,515.20	1.050	1.074	1.088	09/17/2026	716
931142EM1	41875	WALMART	03/01/2022	2,347,928.00	2,315,000.00	2,288,781.58	3.050	2.141	2.171	07/08/2026	645
931142EW9	42542	WALMART	09/09/2022	19,995,618.52	20,000,000.00	19,955,342.80	3.900	3.871	3.924	09/09/2025	343
931142EX7	42578	WALMART	09/27/2022	9,862,554.99	10,000,000.00	10,066,029.50	3.950	4.414	4.476	09/09/2027	1,073
931142FA6	43091	WALMART	04/18/2023	9,997,736.68	10,000,000.00	10,029,866.10	4.000	3.960	4.015	04/15/2026	561
30231GBH4	40403	EXXON MOBIL CORP	03/19/2020	15,000,000.00	15,000,000.00	14,887,257.30	2.992	2.951	2.992	03/19/2025	169
30231GAF9	40505	EXXON MOBIL CORP	05/26/2020	5,031,459.59	5,000,000.00	4,956,499.55	2.709	1.184	1.200	03/06/2025	156
		Subtotal and Average		**1,446,126,609.50**	**1,454,514,000.00**	**1,444,775,211.49**		**3.676**	**3.727**		**618**
ABS - Green Bonds											
43815JAC7	42950	HONDA AUTO RECEIVABLES OWNER T	02/24/2023	12,997,584.60	13,000,000.00	13,065,793.00	5.040	5.032	5.102	04/21/2027	932
89190GAC1	41182	TOYOTA AUTO REC OWNER TRUST	06/14/2021	1,798,391.58	1,798,585.29	1,791,955.88	0.260	0.261	0.265	11/17/2025	412
88167PAC2	43336	TESLA AUTO LEASE TRUST	07/27/2023	3,999,735.20	4,000,000.00	4,022,070.00	5.890	5.885	5.967	06/22/2026	629
		Subtotal and Average		**18,795,711.38**	**18,798,585.29**	**18,879,818.88**		**4.758**	**4.824**		**817**
Asset Backed Securities (ABS)											
02008JAC0	42182	ALLY AUTO RECEIVABLES TRUST	05/18/2022	14,001,524.55	14,004,235.77	13,908,903.34	3.310	3.296	3.341	11/16/2026	776
02007NAC2	44748	ALLY AUTO RECEIVABLES TRUST	09/27/2024	7,999,172.80	8,000,000.00	7,982,160.00	4.140	4.123	4.180	07/16/2029	1,749
02582JJR2	41529	AMERICAN EXPRESS CREDIT ACCT	11/17/2021	32,494,923.50	32,500,000.00	32,337,168.50	0.900	0.895	0.908	11/16/2026	776
02589BAA8	41919	AMERICAN EXPRESS CREDIT ACCT	03/18/2022	19,498,997.70	19,500,000.00	19,283,210.70	2.210	2.191	2.222	03/15/2027	895

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Asset Backed Securities (ABS)											
02582JJT8	42202	AMERICAN EXPRESS CREDIT ACCT	05/24/2022	34,992,258.00	35,000,000.00	34,747,289.50	3.390	3.376	3.423	05/17/2027	958
02582JJZ4	43249	AMERICAN EXPRESS CREDIT ACCT	06/14/2023	18,748,336.88	18,750,000.00	18,973,333.13	4.870	4.856	4.923	05/15/2028	1,322
02582JKH2	44096	AMERICAN EXPRESS CREDIT ACCT	04/23/2024	44,990,775.00	45,000,000.00	46,333,066.50	5.230	5.222	5.295	04/16/2029	1,658
05593AAC3	42927	BMW VEHICLE LEASE TRUST	02/15/2023	3,076,237.45	3,076,310.67	3,078,799.10	5.160	5.146	5.217	11/25/2025	420
055979AB4	43504	BMW VEHICLE LEASE TRUST	10/11/2023	4,004,858.79	4,005,082.67	4,011,206.04	5.950	5.947	6.030	08/25/2025	328
05602RAD3	42183	BMW VEHICLE OWNER TRUST	05/18/2022	6,544,039.99	6,544,380.30	6,500,203.77	3.210	3.189	3.234	08/25/2026	693
096919AD7	44297	BMW VEHICLE OWNER TRUST	06/11/2024	16,997,417.70	17,000,000.00	17,370,715.60	5.180	5.171	5.243	02/26/2029	1,609
14317HAC5	42084	CARMAX AUTO OWNER TRUST	04/28/2022	9,743,984.40	9,745,466.69	9,677,626.55	3.490	3.473	3.522	02/16/2027	868
12664QAB0	43117	CNH EQUIPMENT TRUST	04/25/2023	8,355,317.55	8,355,907.48	8,365,811.74	5.340	5.330	5.404	09/15/2026	714
18978JAB4	44219	CNH EQUIPMENT TRUST	05/20/2024	8,999,275.50	9,000,000.00	9,076,340.70	5.420	5.413	5.489	10/15/2027	1,109
14041NFY2	41612	CAPITAL ONE MULTI EXECUTION TR	11/30/2021	35,995,039.20	36,000,000.00	35,830,825.20	1.040	1.032	1.047	11/16/2026	776
14041NFZ9	41952	CAPITAL ONE MULTI EXECUTION TR	03/30/2022	18,998,567.40	19,000,000.00	18,833,736.70	2.800	2.781	2.819	03/15/2027	895
14044CAC6	41476	CAPITAL ONE PRIME AUTO RECEIV	10/27/2021	4,556,853.19	4,556,939.32	4,487,473.34	0.770	0.761	0.772	09/15/2026	714
14043QAC6	42116	CAPITAL ONE PRIME AUTO RECEIV	05/04/2022	10,167,478.50	10,169,700.58	10,069,908.36	3.170	3.156	3.200	04/15/2027	926
14043KAH8	42944	CAPITAL ONE PRIME AUTO RECEIV	02/23/2023	10,747,936.00	10,750,000.00	10,804,060.68	4.870	4.860	4.928	02/15/2028	1,232
14044EAB4	43505	CAPITAL ONE PRIME AUTO RECEIV	10/11/2023	23,445,880.91	23,447,951.36	23,550,801.11	5.910	5.907	5.989	10/15/2026	744
254683CW3	43089	DISCOVER CARD EXECUTION NOTE	04/18/2023	48,631,438.48	49,725,000.00	49,368,377.27	3.560	4.574	4.638	07/15/2027	1,017
254683CZ6	43276	DISCOVER CARD EXECUTION NOTE	06/28/2023	29,995,947.00	30,000,000.00	30,374,169.00	4.930	4.918	4.986	06/15/2028	1,353
233868AC2	43476	DAIMLET TRUCKS RETAIL TRUST	09/27/2023	26,999,586.90	27,000,000.00	27,392,806.80	5.900	5.892	5.973	03/15/2027	895
34529NAB6	43456	FORD CREDIT AUTO LEASE TRUST	09/19/2023	7,557,924.83	7,558,206.75	7,568,884.23	5.900	5.895	5.977	02/15/2026	502
345286AC2	41776	FORD CREDIT AUTO OWNER TRUST	01/24/2022	3,842,235.68	3,842,692.19	3,797,567.84	1.290	1.281	1.299	06/15/2026	622
362548AD1	44146	GM FIN'CL AUTO LEASING TRUST	05/01/2024	22,333,718.44	22,453,000.00	22,506,440.39	5.050	5.573	5.650	07/20/2026	657
362585AC5	42009	GM FINANCIAL SECURITIZED	04/13/2022	6,917,595.20	6,919,041.28	6,860,324.91	3.100	3.086	3.129	02/16/2027	868
39154TCH9	43811	Great America Leasing	01/31/2024	13,498,829.55	13,500,000.00	13,570,127.10	5.320	5.312	5.386	08/17/2026	685
43815EAC8	41321	HONDA AUTO RECEIVABLES OWNER T	08/25/2021	2,369,087.24	2,369,121.83	2,351,543.89	0.410	0.405	0.411	11/18/2025	413
43815GAC3	41554	HONDA AUTO RECEIVABLES OWNER T	11/24/2021	3,801,152.77	3,801,954.22	3,752,379.02	0.880	0.879	0.891	01/21/2026	477
43815BAC4	41855	HONDA AUTO RECEIVABLES OWNER T	02/23/2022	10,566,051.57	10,567,640.94	10,441,378.77	1.880	1.868	1.894	05/15/2026	591
437927AC0	43212	HONDA AUTO RECEIVABLES OWNER T	05/30/2023	17,997,084.00	18,000,000.00	18,141,823.80	4.930	4.920	4.988	11/15/2027	1,140
438123AB7	43617	HONDA AUTO RECEIVABLES OWNER T	11/08/2023	21,413,973.09	21,415,628.52	21,515,086.98	5.870	5.867	5.949	06/22/2026	629
437918AC9	43894	HONDA AUTO RECEIVABLES OWNER T	02/21/2024	25,998,869.00	26,000,000.00	26,458,881.80	5.210	5.196	5.268	08/15/2028	1,414
448979AD6	43065	HYUNDAI AUTO RECEIVABLES TRUST	04/12/2023	9,999,024.00	10,000,000.00	10,010,895.00	4.580	4.565	4.629	04/15/2027	926
44918CAD4	43562	HYUNDAI AUTO RECEIVABLES TRUST	11/13/2023	7,998,948.00	8,000,000.00	8,175,953.60	5.540	5.533	5.610	10/16/2028	1,476

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Asset Backed Securities (ABS)											
41284YAD8	42040	HARLEY-DAVIDSON MOTORCYCLE	04/20/2022	10,327,583.19	10,329,303.02	10,255,863.74	3.060	3.044	3.086	02/15/2027	867
41285JAD0	42945	HARLEY-DAVIDSON MOTORCYCLE	02/23/2023	12,998,690.90	13,000,000.00	13,057,018.00	5.050	5.038	5.107	12/15/2027	1,170
41285YAB1	43477	HARLEY-DAVIDSON MOTORCYCLE	09/27/2023	8,772,159.27	8,772,987.44	8,801,931.28	5.920	5.917	5.999	12/15/2026	805
412922AC0	44212	HARLEY-DAVIDSON MOTORCYCLE	05/22/2024	20,998,910.10	21,000,000.00	21,432,686.10	5.540	5.358	5.433	03/15/2029	1,626
47788UAC6	40991	JOHN DEERE OWNER TRUST	03/10/2021	40,674.66	40,682.48	40,603.76	0.360	0.363	0.369	09/15/2025	349
47789QAC4	41240	JOHN DEERE OWNER TRUST	07/21/2021	1,696,710.87	1,696,862.23	1,676,958.88	0.520	0.517	0.524	03/16/2026	531
47787JAC2	41910	JOHN DEERE OWNER TRUST	03/16/2022	4,262,087.55	4,263,030.53	4,213,881.20	2.320	2.309	2.341	09/16/2026	715
477920AC6	43277	JOHN DEERE OWNER TRUST	06/28/2023	13,997,664.80	14,000,000.00	14,162,443.40	5.180	5.171	5.243	03/15/2028	1,261
47800RAD5	43954	JOHN DEERE OWNER TRUST	03/19/2024	8,199,540.80	8,200,000.00	8,335,381.18	4.960	4.945	5.014	11/15/2028	1,506
47786WAB6	44334	JOHN DEERE OWNER TRUST	06/18/2024	31,998,144.00	32,000,000.00	32,266,550.40	5.420	5.410	5.485	05/17/2027	958
477911AC5	44697	JOHN DEERE OWNER TRUST	09/17/2024	15,500,000.00	15,500,000.00	15,503,391.40	5.773	5.762	5.842	08/16/2027	1,049
58768RAC4	43201	MERCEDES-BENZ AUTO LEASE TRUST	05/24/2023	31,998,886.40	32,000,000.00	32,042,144.00	4.740	4.723	4.789	01/15/2027	836
58770JAD6	44231	MERCEDES-BENZ AUTO LEASE TRUST	05/23/2024	11,998,596.00	12,000,000.00	12,261,919.20	5.660	5.311	5.385	01/18/2028	1,204
58769GAC7	44756	MERCEDES-BENZ AUTO LEASE TRUST	09/25/2024	8,000,000.00	8,000,000.00	8,001,259.20	5.790	6.076	6.161	12/15/2026	805
58772WAC7	41389	MERCEDES -BENZ AUTO REC TRUST	09/22/2021	4,178,952.41	4,179,499.09	4,131,059.11	0.460	0.459	0.466	06/15/2026	622
58770AAC7	42879	MERCEDES -BENZ AUTO REC TRUST	01/25/2023	13,063,861.47	13,065,429.32	13,067,024.61	4.510	4.495	4.558	11/15/2027	1,140
58769FAB1	43542	MERCEDES -BENZ AUTO REC TRUST	10/25/2023	11,756,398.98	11,756,925.69	11,805,397.14	5.920	5.915	5.998	11/16/2026	776
65480BAC1	41206	NISSAN AUTO RECEIVABLES OWNER	06/23/2021	2,980,764.93	2,980,815.31	2,969,689.71	0.330	0.326	0.331	10/15/2025	379
65479QAC1	41856	NISSAN AUTO RECEIVABLES OWNER	02/23/2022	8,342,825.54	8,344,461.89	8,230,167.80	1.860	1.850	1.876	08/17/2026	685
65480WAD3	43130	NISSAN AUTO RECEIVABLES OWNER	04/26/2023	30,994,522.30	31,000,000.00	31,159,299.70	4.910	4.900	4.968	11/15/2027	1,140
73328AAD1	44629	Porsche Innovative Lease Own	08/21/2024	7,499,175.75	7,500,000.00	7,548,303.75	4.670	4.657	4.721	11/22/2027	1,147
89238JAC9	41521	TOYOTA AUTO REC OWNER TRUST	11/15/2021	3,309,443.87	3,309,514.36	3,270,135.77	0.710	0.702	0.712	04/15/2026	561
89239KAC5	41797	TOYOTA AUTO REC OWNER TRUST	01/31/2022	4,709,258.33	4,710,059.04	4,655,591.45	1.230	1.224	1.241	06/15/2026	622
891940AC2	42890	TOYOTA AUTO REC OWNER TRUST	01/30/2023	20,999,989.50	21,000,000.00	21,050,549.10	4.630	4.610	4.674	09/15/2027	1,079
89239MAC1	43090	TOYOTA LEASE OWNER TRUST	04/18/2023	21,996,163.20	22,000,000.00	22,014,080.00	4.930	4.924	4.993	04/20/2026	566
92867WAB4	43248	VOLKSWAGEN AUTO LOAN ENHANCED	06/13/2023	7,580,773.08	7,581,141.52	7,598,179.38	5.500	5.489	5.566	12/21/2026	811
92867UAB8	43457	VOLKSWAGEN AUTO LEASE TRUST	09/19/2023	18,501,699.32	18,503,353.52	18,546,742.03	5.870	5.868	5.950	01/20/2026	476
92348KBL6	43120	VERIZON MASTER TRUST	04/25/2023	39,999,372.00	40,000,000.00	40,033,412.00	4.890	4.873	4.940	04/20/2028	1,297
92348KCL5	43771	VERIZON MASTER TRUST	01/18/2024	17,499,478.50	17,500,000.00	17,631,510.75	5.000	4.984	5.053	12/20/2028	1,541
98164EAC9	40937	WORLD OMNI AUTO REC'VBLE TRUST	02/10/2021	253,879.27	253,896.56	253,414.39	0.300	0.298	0.303	01/15/2026	471
981946AC0	44066	WORLD OMNI AUTOMOBILE LEASE	04/17/2024	6,000,000.00	6,000,000.00	6,002,802.60	5.829	5.812	5.893	02/16/2027	868
		Subtotal and Average		**994,736,547.75**	**996,046,222.57**	**999,528,671.99**		**4.394**	**4.455**		**1,014**

Fund COMM - COMMINGLED POOL
Investments by Fund
September 30, 2024

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Municipal Bonds											
13077DQD7	41265	CALIF STATE UNIV	07/29/2021	5,000,000.00	5,000,000.00	4,822,400.00	0.862	0.850	0.862	11/01/2025	396
79739GPD2	41668	SAN DIEGO CNTY ARPT AUTH	12/08/2021	2,495,000.00	2,495,000.00	2,440,359.50	1.341	1.322	1.340	07/01/2025	273
91412HGE7	40532	UNIVERSITY CALIFORNIA REVS	07/16/2020	5,000,000.00	5,000,000.00	4,895,000.00	0.883	0.870	0.883	05/15/2025	226
		Subtotal and Average		**12,495,000.00**	**12,495,000.00**	**12,157,759.50**		**0.953**	**0.966**		**303**
Commercial Paper, Discount											
16536HK18	44764	CHESHAM FINANCE	09/30/2024	75,000,000.00	75,000,000.00	74,989,875.00	4.830	4.830	4.897	10/01/2024	0
5148X0K12	44763	LANDES BANK-BADEN	09/30/2024	125,000,000.00	125,000,000.00	124,983,125.00	4.810	4.810	4.877	10/01/2024	0
79490APE2	44750	SALISBURY REC CO	09/17/2024	63,881,508.03	65,000,000.00	63,890,970.00	4.660	4.752	4.818	02/14/2025	136
89233GNQ5	44404	TOYOTA MOTOR CREDIT CORP	07/02/2024	49,174,037.40	50,000,000.00	49,263,600.00	5.240	5.401	5.477	01/24/2025	115
		Subtotal and Average		**313,055,545.43**	**315,000,000.00**	**313,127,570.00**		**4.896**	**4.964**		**45**
Federal Agency Discount Notes											
313313KT4	44774	FFCB DISCOUNT NOTE	09/27/2024	57,918,347.75	60,000,000.00	57,989,666.40	3.860	4.001	4.056	08/22/2025	325
313384H93	44765	FHLB DISCOUNT	09/30/2024	150,000,000.00	150,000,000.00	149,980,624.50	4.500	4.563	4.626	10/01/2024	0
313384H93	44766	FHLB DISCOUNT	09/30/2024	100,000,000.00	100,000,000.00	99,987,083.00	4.500	4.575	4.639	10/01/2024	0
		Subtotal and Average		**307,918,347.75**	**310,000,000.00**	**307,957,373.90**		**4.461**	**4.523**		**61**
Local Agency Investment Fund											
SYS8506	8506	LOCAL AGENCY INVEST FUND	07/01/2023	46,189,473.26	46,189,473.26	46,189,473.26	4.575	4.512	4.575		1
		Subtotal and Average		**46,189,473.26**	**46,189,473.26**	**46,189,473.26**		**4.512**	**4.575**		**1**
Money Market											
SYS40461	40461	DREYFUS GOVERNMENT CASH MGMT	04/15/2020	523,295.23	523,295.23	523,295.23	4.800	4.734	4.800		1
SYS37590	37590	JP MORGAN US GOVT MMF	02/27/2017	57,269.94	57,269.94	57,269.94	4.880	4.813	4.880		1
SYS34292	34292	MORGAN STANLEY TRSY INSTL 8304	05/21/2013	1.04	1.04	1.04	4.760	4.694	4.760		1
SYS42588	42588	STATE STREET US	09/30/2022	234,395,321.89	234,395,321.89	234,395,321.89	4.910	4.842	4.910		1
SYS23519	23519	BLACKROCK TREASURY LIQ FUND	02/01/2008	809,165,879.39	809,165,879.39	809,165,879.39	4.830	4.763	4.830		1
		Subtotal and Average		**1,044,141,767.49**	**1,044,141,767.49**	**1,044,141,767.49**		**4.782**	**4.848**		**1**
Other - Floaters - Daily Reset											
22532XWQ7	43789	CREDIT AGRICOLE	01/17/2024	65,000,000.00	65,000,000.00	65,000,000.00	5.260	5.499	5.575	01/17/2025	108
02665WEX5	43763	American Honda Finance	01/10/2024	45,000,000.00	45,000,000.00	45,162,413.10	5.670	5.793	5.874	01/09/2026	465

Fund COMM - COMMINGLED POOL
Investments by Fund
September 30, 2024

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Other - Floaters - Daily Reset											
46632FTV7	43828	JPMORGAN	01/29/2024	45,000,000.00	45,000,000.00	45,192,298.05	5.580	5.692	5.771	01/29/2026	485
46656GAC8	44060	JP MORGAN SECURITIES	04/11/2024	65,000,000.00	65,000,000.00	65,007,679.10	5.290	5.504	5.580	01/06/2025	97
57629TBS5	44017	MASSMUTUAL GLOBAL FUNDING	04/09/2024	30,000,000.00	30,000,000.00	30,070,821.60	5.700	5.752	5.832	04/09/2027	920
21684LH96	43661	RABOBANK	12/08/2023	75,000,000.00	75,000,000.00	75,000,000.00	5.320	5.638	5.716	10/08/2024	7
21688ABG6	44631	RABOBANK	08/28/2024	25,000,000.00	25,000,000.00	25,042,050.00	5.580	5.589	5.667	08/28/2026	696
		Subtotal and Average		**350,000,000.00**	**350,000,000.00**	**350,475,261.85**		**5.621**	**5.699**		**290**
Agency - Floaters - Daily Reset											
31424WCU4	43656	FARMER MAC	12/07/2023	45,000,000.00	45,000,000.00	45,073,457.10	5.260	5.353	5.428	12/07/2026	797
31424WNA6	44663	FARMER MAC	08/22/2024	35,000,000.00	35,000,000.00	35,012,659.85	5.110	5.122	5.193	08/21/2026	689
3133ENKX7	41761	FFCB NOTES	01/18/2022	27,000,000.00	27,000,000.00	27,009,303.66	5.070	4.139	4.197	01/17/2025	108
3133EPN76	43675	FFCB NOTES	12/18/2023	45,000,000.00	45,000,000.00	45,125,120.70	5.230	5.320	5.394	12/18/2026	808
3133EPZ73	43827	FFCB NOTES	01/29/2024	50,000,000.00	50,000,000.00	50,039,132.50	5.240	5.316	5.390	01/29/2027	850
3133ERAN1	44033	FFCB NOTES	04/09/2024	75,000,000.00	75,000,000.00	75,054,666.00	5.190	5.243	5.316	04/09/2027	920
3133EP4H5	44049	FFCB NOTES	04/10/2024	80,021,674.28	80,000,000.00	80,032,167.20	5.100	4.901	4.969	03/04/2026	519
3133ERCH2	44102	FFCB NOTES	04/23/2024	50,000,000.00	50,000,000.00	50,044,290.00	5.190	5.239	5.311	04/23/2027	934
3133ERFV8	44309	FFCB NOTES	05/28/2024	40,000,000.00	40,000,000.00	40,038,703.60	5.180	5.217	5.289	05/28/2027	969
3133ERKT7	44457	FFCB NOTES	07/15/2024	35,000,000.00	35,000,000.00	35,043,763.30	5.210	4.964	5.033	07/15/2027	1,017
3133ERSV4	44685	FFCB NOTES	09/09/2024	30,000,000.00	30,000,000.00	30,008,577.60	5.230	5.232	5.304	09/09/2027	1,073
3130AQLS0	41746	FHLB NOTES	01/11/2022	30,000,000.00	30,000,000.00	30,009,489.60	5.060	4.093	4.150	01/07/2025	98
3130AY4X1	43676	FHLB NOTES	12/14/2023	125,000,000.00	125,000,000.00	125,067,572.50	5.060	5.255	5.328	05/13/2025	224
3130B1TW7	44378	FHLB NOTES	06/27/2024	50,000,000.00	50,000,000.00	49,951,939.00	5.240	5.260	5.333	06/27/2028	1,365
3130AXYN2	43655	FHLB VARIABLE	12/05/2023	45,000,000.00	45,000,000.00	45,010,678.95	5.160	5.294	5.367	12/05/2025	430
		Subtotal and Average		**762,021,674.28**	**762,000,000.00**	**762,521,521.56**		**5.125**	**5.196**		**687**
Supranationals - Green Bond											
459058JE4	41545	INTL BANK RECON & DEVELOP	11/22/2021	24,867,178.73	25,000,000.00	24,242,534.50	0.375	1.018	1.032	07/28/2025	300
		Subtotal and Average		**24,867,178.73**	**25,000,000.00**	**24,242,534.50**		**1.019**	**1.033**		**300**
Supranationals											
4581X0DR6	40721	IADB	11/04/2020	45,000,000.00	45,000,000.00	45,038,985.75	5.598	3.187	3.232	02/04/2025	126
459058JL8	40688	INTL BANK RECON & DEVELOP	10/28/2020	2,499,392.63	2,500,000.00	2,407,252.42	0.500	0.515	0.522	10/28/2025	392

Fund COMM - COMMINGLED POOL
Investments by Fund
September 30, 2024

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Supranationals											
459058JL8	40689	INTL BANK RECON & DEVELOP	10/28/2020	14,996,355.75	15,000,000.00	14,443,514.55	0.500	0.515	0.522	10/28/2025	392
459058JS3	41153	INTL BANK RECON & DEVELOP	05/28/2021	9,975,521.10	10,000,000.00	9,596,288.60	0.650	0.822	0.834	02/10/2026	497
		Subtotal and Average		**72,471,269.48**	**72,500,000.00**	**71,486,041.32**		**2.217**	**2.248**		**241**
		Total Investments and Average		**10,104,777,134.44**	**10,137,695,674.97**	**10,039,466,578.16**		**3.697**	**3.749**		**551**

Fund WK - WORKERS COMP
Investments by Fund
September 30, 2024

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3137F2LJ3	42115	FHLMC MULTI-FAMILY	05/03/2022	998,203.13	1,000,000.00	978,145.30	3.117	3.088	3.131	06/25/2027	997
3137BRQK4	42233	FHLMC MULTI-FAMILY	05/31/2022	1,965,625.00	2,000,000.00	1,945,800.80	2.624	2.994	3.036	08/25/2026	693
		Subtotal and Average		**2,963,828.13**	**3,000,000.00**	**2,923,946.10**		**3.026**	**3.068**		**795**
Federal Agency Bonds											
3133ENRZ5	41918	FFCB NOTES	03/17/2022	1,998,628.96	2,000,000.00	1,976,153.88	1.950	2.075	2.104	03/17/2025	167
3135G03U5	40497	FNMA NOTES	05/07/2020	1,500,258.43	1,500,000.00	1,469,716.16	0.625	0.585	0.593	04/22/2025	203
		Subtotal and Average		**3,498,887.39**	**3,500,000.00**	**3,445,870.04**		**1.437**	**1.456**		**182**
Federal Agency Bonds - CALLABLE											
3130AJLA5	40503	FHLB NOTES	05/19/2020	3,000,000.00	3,000,000.00	2,931,896.28	0.750	0.739	0.750	05/19/2025	230
3130AJLA5	40504	FHLB NOTES	05/19/2020	2,000,000.00	2,000,000.00	1,954,597.52	0.750	0.739	0.750	05/19/2025	230
3130AKYH3	41962	FHLB NOTES	03/31/2022	1,919,730.91	2,000,000.00	1,867,778.44	0.830	2.618	2.655	02/10/2027	862
		Subtotal and Average		**6,919,730.91**	**7,000,000.00**	**6,754,272.24**		**1.261**	**1.279**		**405**
US Treasury Notes											
91282CAM3	41726	U.S. TREASURY NOTES	12/30/2021	2,974,188.30	3,000,000.00	2,891,625.00	0.250	1.118	1.134	09/30/2025	364
91282CDH1	42826	U.S. TREASURY NOTES	12/28/2022	995,687.23	1,000,000.00	994,999.58	0.750	4.381	4.441	11/15/2024	45
		Subtotal and Average		**3,969,875.53**	**4,000,000.00**	**3,886,624.58**		**1.937**	**1.964**		**283**
Money Market											
SYS34789	34789	BLACKROCK TREASURY LIQ FUND	12/26/2013	11,960,692.80	11,960,692.80	11,960,692.80	4.830	4.763	4.830		1
		Subtotal and Average		**11,960,692.80**	**11,960,692.80**	**11,960,692.80**		**4.764**	**4.830**		**1**
Supranationals											
459058JL8	40695	INTL BANK RECON & DEVELOP	10/28/2020	2,499,392.63	2,500,000.00	2,407,252.42	0.500	0.515	0.522	10/28/2025	392
		Subtotal and Average		**2,499,392.63**	**2,500,000.00**	**2,407,252.42**		**0.516**	**0.523**		**392**
		Total Investments and Average		**31,812,407.39**	**31,960,692.80**	**31,378,658.18**		**2.788**	**2.826**		**248**

Fund PCF - PARK CHARTER FUND
Investments by Fund
September 30, 2024

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3133ENRZ5	41917	FFCB NOTES	03/17/2022	999,314.48	1,000,000.00	988,076.94	1.950	2.075	2.104	03/17/2025	167
		Subtotal and Average		**999,314.48**	**1,000,000.00**	**988,076.94**		**2.075**	**2.104**		**167**
Federal Agency Bonds - CALLABLE											
3130AKYH3	41961	FHLB NOTES	03/31/2022	479,932.73	500,000.00	466,944.61	0.830	2.618	2.655	02/10/2027	862
		Subtotal and Average		**479,932.73**	**500,000.00**	**466,944.61**		**2.619**	**2.655**		**862**
US Treasury Notes											
91282CAM3	41727	U.S. TREASURY NOTES	12/30/2021	991,396.10	1,000,000.00	963,875.00	0.250	1.118	1.134	09/30/2025	364
91282CDH1	42825	U.S. TREASURY NOTES	12/28/2022	248,921.81	250,000.00	248,749.90	0.750	4.381	4.441	11/15/2024	45
		Subtotal and Average		**1,240,317.91**	**1,250,000.00**	**1,212,624.90**		**1.774**	**1.798**		**299**
Money Market											
SYS33657	33657	BLACKROCK TREASURY LIQ FUND	09/30/2012	1,973,044.37	1,973,044.37	1,973,044.37	4.830	4.763	4.830		1
		Subtotal and Average		**1,973,044.37**	**1,973,044.37**	**1,973,044.37**		**4.764**	**4.830**		**1**
		Total Investments and Average		**4,692,609.49**	**4,723,044.37**	**4,640,690.82**		**3.182**	**3.226**		**203**

Fund SJE - SAN JOSE- EVERGREEN
Investments by Fund
September 30, 2024

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Money Market - Tax Exempt										
SYS33615	33615	Dreyfus Tax Exempt Inst	09/25/2012	0.00	0.00	0.00	3.540	3.491	3.540	1
60934N666	42335	FEDERATED TAX EXEMPT	06/29/2022	22,803,564.34	22,803,564.34	22,803,564.34	3.230	3.185	3.230	1
		Subtotal and Average		**22,803,564.34**	**22,803,564.34**	**22,803,564.34**		**3.186**	**3.230**	**1**
		Total Investments and Average		**22,803,564.34**	**22,803,564.34**	**22,803,564.34**		**3.186**	**3.230**	**1**

SANTA CLARA COUNTY INVESTMENTS
Transaction Activity Report
July 1, 2024 - September 30, 2024
Sorted by Fund - Transaction Date
COMMINGLED POOL Fund

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44399	COMM	16536HG21	CHES DISC NOTE	Purchase	07/01/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44402	COMM	313384YW3	FHLB DISC NOTE	Purchase	07/01/2024	FHLB NOTES	249,963,263.90			**-249,963,263.90**
44403	COMM	313384YW3	FHLB DISC NOTE	Purchase	07/01/2024	FHLB NOTES	149,977,959.00			**-149,977,959.00**
44398	COMM	5148X0G25	LANDES DISC NOTE	Purchase	07/01/2024	LANDES	124,981,562.50			**-124,981,562.50**
44401	COMM	63873JG20	NATXNY DISC NOTE	Purchase	07/01/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Redemption	07/01/2024	FNMA		18,068,908.76		**18,068,908.76**
44394	COMM	5148X0G17	LANDES DISC NOTE	Redemption	07/01/2024	LANDES		125,000,000.00		**125,000,000.00**
44395	COMM	16536HG13	CHES DISC NOTE	Redemption	07/01/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44396	COMM	313384YV5	FHLB DISC NOTE	Redemption	07/01/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
44397	COMM	313384YV5	FHLB DISC NOTE	Redemption	07/01/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
40522	COMM	3136G4XZ1	FEDERAL NATL MTG	Interest	07/01/2024	FNMA NOTES			55,500.00	**55,500.00**
40523	COMM	3136G4XZ1	FEDERAL NATL MTG	Interest	07/01/2024	FNMA NOTES			18,500.00	**18,500.00**
41016	COMM	912828ZW3	UNITED STATES	Interest	07/01/2024	U.S. TREASURY			31,250.00	**31,250.00**
41062	COMM	912828ZW3	UNITED STATES	Interest	07/01/2024	U.S. TREASURY			50,000.00	**50,000.00**
41496	COMM	9128287B0	UNITED STATES	Interest	07/01/2024	U.S. TREASURY			234,375.00	**234,375.00**
41668	COMM	79739GPD2	SDGAPT 1.341%	Interest	07/01/2024	SAN DIEGO CNTY			16,728.98	**16,728.98**
41716	COMM	3130AQDY6	FEDERAL HOME	Interest	07/01/2024	FHLB NOTES			80,200.00	**80,200.00**
42104	COMM	9128287B0	UNITED STATES	Interest	07/01/2024	U.S. TREASURY			328,125.00	**328,125.00**
42345	COMM	59217GFB0	MET LI 4.4% MAT	Interest	07/01/2024	MET LIFE GLOBAL			330,000.00	**330,000.00**
43074	COMM	95709TAN0	EVRG 2.55% MAT	Interest	07/01/2024	EVERGY KANSAS			255,000.00	**255,000.00**
43082	COMM	95709TAN0	EVRG 2.55% MAT	Interest	07/01/2024	EVERGY KANSAS			127,500.00	**127,500.00**
43848	COMM	48207KBA2	JUPITE 5.63% MAT	Interest	07/01/2024	Jupiter Securitizati			219,541.65	**219,541.65**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Interest	07/01/2024	FNMA				**0.00**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Redemption	07/01/2024	FNMA				**0.00**
44406	COMM	16536HG39	CHES DISC NOTE	Purchase	07/02/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44408	COMM	313384YX1	FHLB DISC NOTE	Purchase	07/02/2024	FHLB NOTES	249,963,263.90			**-249,963,263.90**
44409	COMM	313384YX1	FHLB DISC NOTE	Purchase	07/02/2024	FHLB NOTES	149,977,959.00			**-149,977,959.00**
44405	COMM	5148X0G33	LANDES DISC NOTE	Purchase	07/02/2024	LANDES	124,981,562.50			**-124,981,562.50**
44407	COMM	63873JG38	NATXNY DISC NOTE	Purchase	07/02/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44404	COMM	89233GNQ5	TOYO ZERO CPN	Purchase	07/02/2024	TOYOTA MOTOR	48,500,777.78			**-48,500,777.78**
40044	COMM	3135G0V75	FEDERAL NATL MTG	Redemption	07/02/2024	FNMA NOTES		25,000,000.00		**25,000,000.00**
43409	COMM	21684XH66	RABO 5.95% MAT	Redemption	07/02/2024	RABOBANK		65,000,000.00		**65,000,000.00**
44398	COMM	5148X0G25	LANDES DISC NOTE	Redemption	07/02/2024	LANDES		125,000,000.00		**125,000,000.00**
44399	COMM	16536HG21	CHES DISC NOTE	Redemption	07/02/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44401	COMM	63873JG20	NATXNY DISC NOTE	Redemption	07/02/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44402	COMM	313384YW3	FHLB DISC NOTE	Redemption	07/02/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44403	COMM	313384YW3	FHLB DISC NOTE	Redemption	07/02/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
40044	COMM	3135G0V75	FEDERAL NATL MTG	Interest	07/02/2024	FNMA NOTES			218,750.00	**218,750.00**
43409	COMM	21684XH66	RABO 5.95% MAT	Interest	07/02/2024	RABOBANK			3,298,118.07	**3,298,118.07**
37590	COMM	SYS37590	JPM TE 0.44%	Interest	07/02/2024	JP MORGAN US			56,781.00	**56,781.00**
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	07/02/2024	JP MORGAN US	56,781.00			**-56,781.00**
40461	COMM	SYS40461	DGCXX 0.%	Interest	07/02/2024	DREYFUS			518,783.73	**518,783.73**
40461	COMM	SYS40461	DGCXX 0.%	Purchase	07/02/2024	DREYFUS	518,783.73			**-518,783.73**
42588	COMM	SYS42588	OPGXX	Interest	07/02/2024	STATE STREET US			1,503,134.77	**1,503,134.77**
42588	COMM	SYS42588	OPGXX	Purchase	07/02/2024	STATE STREET US	1,503,134.77			**-1,503,134.77**
44411	COMM	16536HG54	CHES DISC NOTE	Purchase	07/03/2024	CHESHAM FINANCE	74,977,791.66			**-74,977,791.66**
44413	COMM	313384YZ6	FHLB DISC NOTE	Purchase	07/03/2024	FHLB NOTES	249,926,805.55			**-249,926,805.55**
44414	COMM	313384YZ6	FHLB DISC NOTE	Purchase	07/03/2024	FHLB NOTES	149,956,083.00			**-149,956,083.00**
44410	COMM	5148X0G58	LANDES DISC NOTE	Purchase	07/03/2024	LANDES	124,963,125.00			**-124,963,125.00**
44412	COMM	63873JG53	NATXNY DISC NOTE	Purchase	07/03/2024	NATIXIS NY	49,985,277.78			**-49,985,277.78**
44405	COMM	5148X0G33	LANDES DISC NOTE	Redemption	07/03/2024	LANDES		125,000,000.00		**125,000,000.00**
44406	COMM	16536HG39	CHES DISC NOTE	Redemption	07/03/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44407	COMM	63873JG38	NATXNY DISC NOTE	Redemption	07/03/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44408	COMM	313384YX1	FHLB DISC NOTE	Redemption	07/03/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44409	COMM	313384YX1	FHLB DISC NOTE	Redemption	07/03/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
44416	COMM	16536HG88	CHES DISC NOTE	Purchase	07/05/2024	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
44418	COMM	313384ZC6	FHLB DISC NOTE	Purchase	07/05/2024	FHLB NOTES	249,890,000.00			**-249,890,000.00**
44419	COMM	313384ZC6	FHLB DISC NOTE	Purchase	07/05/2024	FHLB NOTES	149,934,000.00			**-149,934,000.00**
44415	COMM	5148X0G82	LANDES DISC NOTE	Purchase	07/05/2024	LANDES	124,944,687.50			**-124,944,687.50**
44417	COMM	63873JG87	NATXNY DISC NOTE	Purchase	07/05/2024	NATIXIS NY	49,977,916.67			**-49,977,916.67**
44410	COMM	5148X0G58	LANDES DISC NOTE	Redemption	07/05/2024	LANDES		125,000,000.00		**125,000,000.00**
44411	COMM	16536HG54	CHES DISC NOTE	Redemption	07/05/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44412	COMM	63873JG53	NATXNY DISC NOTE	Redemption	07/05/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44413	COMM	313384YZ6	FHLB DISC NOTE	Redemption	07/05/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44414	COMM	313384YZ6	FHLB DISC NOTE	Redemption	07/05/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
44421	COMM	16536HG96	CHES DISC NOTE	Purchase	07/08/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44423	COMM	313384ZD4	FHLB DISC NOTE	Purchase	07/08/2024	FHLB NOTES	249,963,333.35			**-249,963,333.35**
44424	COMM	313384ZD4	FHLB DISC NOTE	Purchase	07/08/2024	FHLB NOTES	149,977,999.50			**-149,977,999.50**
44420	COMM	5148X0G90	LANDES DISC NOTE	Purchase	07/08/2024	LANDES	124,981,562.50			**-124,981,562.50**
44422	COMM	63873JG95	NATXNY DISC NOTE	Purchase	07/08/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
39714	COMM	931142EL3	WALMART INC, SR	Redemption	07/08/2024	WALMART		5,000,000.00		**5,000,000.00**
44415	COMM	5148X0G82	LANDES DISC NOTE	Redemption	07/08/2024	LANDES		125,000,000.00		**125,000,000.00**
44416	COMM	16536HG88	CHES DISC NOTE	Redemption	07/08/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44417	COMM	63873JG87	NATXNY DISC NOTE	Redemption	07/08/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44418	COMM	313384ZC6	FHLB DISC NOTE	Redemption	07/08/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44419	COMM	313384ZC6	FHLB DISC NOTE	Redemption	07/08/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
39714	COMM	931142EL3	WALMART INC, SR	Interest	07/08/2024	WALMART			71,250.00	**71,250.00**
40233	COMM	3135G0X24	FEDERAL NATL MTG	Interest	07/08/2024	FNMA NOTES			121,875.00	**121,875.00**
41746	COMM	3130AQLS0	FEDERAL HOME LN	Interest	07/08/2024	FHLB NOTES			410,983.32	**410,983.32**
41747	COMM	3133ENKS8	FEDERAL FARM CR	Interest	07/08/2024	FFCB NOTES			70,312.50	**70,312.50**
41875	COMM	931142EM1	WALMART INC, SR	Interest	07/08/2024	WALMART			35,303.75	**35,303.75**
42839	COMM	592179KD6	METSHR 5.% MAT	Interest	07/08/2024	METLIFE SHORT			375,000.00	**375,000.00**
43661	COMM	21684LH96	RABO 5.69% MAT	Interest	07/08/2024	RABOBANK			331,666.42	**331,666.42**
43745	COMM	59217GFR5	MET LI 4.85% MAT	Interest	07/08/2024	MET LIFE GLOBAL			485,000.00	**485,000.00**
44060	COMM	46656GAC8	JPMSCC 5.64% MAT	Interest	07/08/2024	JP MORGAN			327,112.50	**327,112.50**
44426	COMM	16536HGA3	CHES DISC NOTE	Purchase	07/09/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44428	COMM	313384ZE2	FHLB DISC NOTE	Purchase	07/09/2024	FHLB NOTES	249,963,333.35			**-249,963,333.35**
44429	COMM	313384ZE2	FHLB DISC NOTE	Purchase	07/09/2024	FHLB NOTES	149,977,999.50			**-149,977,999.50**
44425	COMM	5148X0GA7	LANDES DISC NOTE	Purchase	07/09/2024	LANDES	124,981,562.50			**-124,981,562.50**
44427	COMM	63873JGA2	NATXNY DISC NOTE	Purchase	07/09/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44420	COMM	5148X0G90	LANDES DISC NOTE	Redemption	07/09/2024	LANDES		125,000,000.00		**125,000,000.00**
44421	COMM	16536HG96	CHES DISC NOTE	Redemption	07/09/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44422	COMM	63873JG95	NATXNY DISC NOTE	Redemption	07/09/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44423	COMM	313384ZD4	FHLB DISC NOTE	Redemption	07/09/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44424	COMM	313384ZD4	FHLB DISC NOTE	Redemption	07/09/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
43763	COMM	02665WEX5	HNDA 6.01% MAT	Interest	07/09/2024	American Honda			689,834.61	**689,834.61**
44017	COMM	57629TBS5	MASSMU 5.12% MAT	Interest	07/09/2024	MASSMUTUAL			462,266.34	**462,266.34**
44033	COMM	3133ERAN1	FFCB 5.55% MAT	Interest	07/09/2024	FFCB NOTES			1,052,125.00	**1,052,125.00**
44431	COMM	16536HGB1	CHES DISC NOTE	Purchase	07/10/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44433	COMM	313384ZF9	FHLB DISC NOTE	Purchase	07/10/2024	FHLB NOTES	249,963,402.80			**-249,963,402.80**
44434	COMM	313384ZF9	FHLB DISC NOTE	Purchase	07/10/2024	FHLB NOTES	149,978,041.50			**-149,978,041.50**
44430	COMM	5148X0GB5	LANDES DISC NOTE	Purchase	07/10/2024	LANDES	124,981,562.50			**-124,981,562.50**
44432	COMM	63873JGB0	NATXNY DISC NOTE	Purchase	07/10/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44425	COMM	5148X0GA7	LANDES DISC NOTE	Redemption	07/10/2024	LANDES		125,000,000.00		**125,000,000.00**
44426	COMM	16536HGA3	CHES DISC NOTE	Redemption	07/10/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44427	COMM	63873JGA2	NATXNY DISC NOTE	Redemption	07/10/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44428	COMM	313384ZE2	FHLB DISC NOTE	Redemption	07/10/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44429	COMM	313384ZE2	FHLB DISC NOTE	Redemption	07/10/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
42685	COMM	3133ENZ37	FEDERAL FARM CR	Interest	07/10/2024	FFCB NOTES			243,750.00	**243,750.00**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Interest	07/10/2024	CARVANA AUTO			251.40	**251.40**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Redemption	07/10/2024	CARVANA AUTO		554,812.26		**554,812.26**
44436	COMM	16536HGC9	CHES DISC NOTE	Purchase	07/11/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44439	COMM	313384ZG7	FHLB DISC NOTE	Purchase	07/11/2024	FHLB NOTES	249,963,541.65			**-249,963,541.65**
44440	COMM	313384ZG7	FHLB DISC NOTE	Purchase	07/11/2024	FHLB NOTES	149,978,125.50			**-149,978,125.50**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44435	COMM	5148X0GC3	LANDES DISC NOTE	Purchase	07/11/2024	LANDES	124,981,562.50			-124,981,562.50
44437	COMM	63873JGC8	NATXNY DISC NOTE	Purchase	07/11/2024	NATIXIS NY	49,992,638.89			-49,992,638.89
44089	COMM	912797GB7	UNITED STATES	Redemption	07/11/2024	U S TREASURY BILL		70,000,000.00		70,000,000.00
44168	COMM	313384ZF9	FHLB DISC NOTE	Redemption	07/11/2024	FHLB NOTES		75,000,000.00		75,000,000.00
44430	COMM	5148X0GB5	LANDES DISC NOTE	Redemption	07/11/2024	LANDES		125,000,000.00		125,000,000.00
44431	COMM	16536HGB1	CHES DISC NOTE	Redemption	07/11/2024	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44432	COMM	63873JGB0	NATXNY DISC NOTE	Redemption	07/11/2024	NATIXIS NY		50,000,000.00		50,000,000.00
44433	COMM	313384ZF9	FHLB DISC NOTE	Redemption	07/11/2024	FHLB NOTES		250,000,000.00		250,000,000.00
44434	COMM	313384ZF9	FHLB DISC NOTE	Redemption	07/11/2024	FHLB NOTES		150,000,000.00		150,000,000.00
42707	COMM	66815L2F5	NWMLIC 1.75% MAT	Interest	07/11/2024	NORTHWESTERN			278,311.25	278,311.25
44442	COMM	16536HGF2	CHES DISC NOTE	Purchase	07/12/2024	CHESHAM FINANCE	74,966,687.50			-74,966,687.50
44445	COMM	313384ZK8	FHLB DISC NOTE	Purchase	07/12/2024	FHLB NOTES	249,890,833.35			-249,890,833.35
44446	COMM	313384ZK8	FHLB DISC NOTE	Purchase	07/12/2024	FHLB NOTES	149,934,499.50			-149,934,499.50
44441	COMM	5148X0GF6	LANDES DISC NOTE	Purchase	07/12/2024	LANDES	124,944,687.50			-124,944,687.50
44443	COMM	63873JGF1	NATXNY DISC NOTE	Purchase	07/12/2024	NATIXIS NY	49,977,916.67			-49,977,916.67
44435	COMM	5148X0GC3	LANDES DISC NOTE	Redemption	07/12/2024	LANDES		125,000,000.00		125,000,000.00
44436	COMM	16536HGC9	CHES DISC NOTE	Redemption	07/12/2024	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44437	COMM	63873JGC8	NATXNY DISC NOTE	Redemption	07/12/2024	NATIXIS NY		50,000,000.00		50,000,000.00
44439	COMM	313384ZG7	FHLB DISC NOTE	Redemption	07/12/2024	FHLB NOTES		250,000,000.00		250,000,000.00
44440	COMM	313384ZG7	FHLB DISC NOTE	Redemption	07/12/2024	FHLB NOTES		150,000,000.00		150,000,000.00
43063	COMM	3134GYPF3	FHLMC 4.75% MAT	Interest	07/12/2024	FHLMC NOTES			593,750.00	593,750.00
43064	COMM	3134GYPF3	FHLMC 4.75% MAT	Interest	07/12/2024	FHLMC NOTES			356,250.00	356,250.00
43756	COMM	3130AYFT8	FEDERAL HOME	Interest	07/12/2024	FHLB NOTES			562,500.00	562,500.00
43770	COMM	3130AYFT8	FEDERAL HOME	Interest	07/12/2024	FHLB NOTES			450,000.00	450,000.00
43776	COMM	3130AYFT8	FEDERAL HOME	Interest	07/12/2024	FHLB NOTES			225,000.00	225,000.00
44448	COMM	16536HGG0	BA DISC NOTE MAT	Purchase	07/15/2024	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44457	COMM	3133ERKT7	FFCB 5.57% MAT	Purchase	07/15/2024	FFCB NOTES	35,000,000.00			-35,000,000.00
44450	COMM	313384ZL6	FHLB DISC NOTE	Purchase	07/15/2024	FHLB NOTES	249,963,541.65			-249,963,541.65
44451	COMM	313384ZL6	FHLB DISC NOTE	Purchase	07/15/2024	FHLB NOTES	149,978,125.50			-149,978,125.50
44447	COMM	5148X0GG4	LANDES DISC NOTE	Purchase	07/15/2024	LANDES	124,981,562.50			-124,981,562.50
44449	COMM	63873JGG9	NATXNY DISC NOTE	Purchase	07/15/2024	NATIXIS NY	49,992,638.89			-49,992,638.89
8506	COMM	SYS8506	LAIF 1.65%	Purchase	07/15/2024	LOCAL AGENCY	515,339.89			-515,339.89
40337	COMM	742651DP4	PEFCO 2.45% MAT	Redemption	07/15/2024	PRIVATE EXPORT		11,385,000.00		11,385,000.00
44441	COMM	5148X0GF6	LANDES DISC NOTE	Redemption	07/15/2024	LANDES		125,000,000.00		125,000,000.00
44442	COMM	16536HGF2	CHES DISC NOTE	Redemption	07/15/2024	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44443	COMM	63873JGF1	NATXNY DISC NOTE	Redemption	07/15/2024	NATIXIS NY		50,000,000.00		50,000,000.00
44445	COMM	313384ZK8	FHLB DISC NOTE	Redemption	07/15/2024	FHLB NOTES		250,000,000.00		250,000,000.00
44446	COMM	313384ZK8	FHLB DISC NOTE	Redemption	07/15/2024	FHLB NOTES		150,000,000.00		150,000,000.00
40274	COMM	037833DF4	APPLE INC, SR GLBL	Interest	07/15/2024	APPLE INC			68,750.00	68,750.00
40337	COMM	742651DP4	PEFCO 2.45% MAT	Interest	07/15/2024	PRIVATE EXPORT			139,466.25	139,466.25

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40528	COMM	3136G4YU1	FEDERAL NATL MTG	Interest	07/15/2024	FNMA NOTES			36,500.00	**36,500.00**
40529	COMM	3136G4YU1	FEDERAL NATL MTG	Interest	07/15/2024	FNMA NOTES			20,140.70	**20,140.70**
41757	COMM	64952WEK5	NEW YORK LIFE	Interest	07/15/2024	NEW YORK LIFE			253,750.00	**253,750.00**
42334	COMM	57629WCQ1	MASSMU 2.35% MAT	Interest	07/15/2024	MASSMUTUAL			88,125.00	**88,125.00**
42791	COMM	641062AR5	NESNVX 0.625%	Interest	07/15/2024	NESTLE HOLDINGS			78,125.00	**78,125.00**
40937	COMM	98164EAC9	WOART 0.3% MAT	Interest	07/15/2024	WORLD OMNI AUTO			361.93	**361.93**
40937	COMM	98164EAC9	WOART 0.3% MAT	Redemption	07/15/2024	WORLD OMNI AUTO		384,487.56		**384,487.56**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Interest	07/15/2024	FORD CREDIT AUTO			136.88	**136.88**
40958	COMM	34532NAC9	FORDO 0.3% MAT	Redemption	07/15/2024	FORD CREDIT AUTO		547,481.28		**547,481.28**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Interest	07/15/2024	JOHN DEERE			208.44	**208.44**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Redemption	07/15/2024	JOHN DEERE		181,262.94		**181,262.94**
41111	COMM	44933LAC7	HART 0.38% MAT	Interest	07/15/2024	HYUNDAI AUTO			96.79	**96.79**
41111	COMM	44933LAC7	HART 0.38% MAT	Redemption	07/15/2024	HYUNDAI AUTO		305,631.81		**305,631.81**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Interest	07/15/2024	TOYOTA AUTO REC			1,058.07	**1,058.07**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Redemption	07/15/2024	TOYOTA AUTO REC		1,021,439.97		**1,021,439.97**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Interest	07/15/2024	NISSAN AUTO			2,099.68	**2,099.68**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Redemption	07/15/2024	NISSAN AUTO		1,512,030.64		**1,512,030.64**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Interest	07/15/2024	JOHN DEERE			1,019.39	**1,019.39**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Redemption	07/15/2024	JOHN DEERE		197,935.66		**197,935.66**
41242	COMM	14041NFW6	COMET 0.55% MAT	Interest	07/15/2024	CAPITAL ONE MULTI			10,770.83	**10,770.83**
41242	COMM	14041NFW6	COMET 0.55% MAT	Redemption	07/15/2024	CAPITAL ONE MULTI		23,500,000.00		**23,500,000.00**
41389	COMM	58772WAC7	MBART 0.46% MAT	Interest	07/15/2024	MERCEDES -BENZ			2,398.75	**2,398.75**
41389	COMM	58772WAC7	MBART 0.46% MAT	Redemption	07/15/2024	MERCEDES -BENZ		668,079.47		**668,079.47**
41402	COMM	254683CP8	DCENT 0.58% MAT	Interest	07/15/2024	DISCOVER CARD			9,666.66	**9,666.66**
41402	COMM	254683CP8	DCENT 0.58% MAT	Redemption	07/15/2024	DISCOVER CARD		834,992.61		**834,992.61**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Interest	07/15/2024	CAPITAL ONE			4,049.61	**4,049.61**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Redemption	07/15/2024	CAPITAL ONE		585,062.80		**585,062.80**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Interest	07/15/2024	TOYOTA AUTO REC			2,832.62	**2,832.62**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Redemption	07/15/2024	TOYOTA AUTO REC		476,704.73		**476,704.73**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Interest	07/15/2024	AMERICAN			24,375.00	**24,375.00**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Redemption	07/15/2024	AMERICAN		1,233,041.76		**1,233,041.76**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Interest	07/15/2024	CAPITAL ONE MULTI			31,200.01	**31,200.01**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Redemption	07/15/2024	CAPITAL ONE MULTI		1,363,853.59		**1,363,853.59**
41776	COMM	345286AC2	FORDO 1.29% MAT	Interest	07/15/2024	FORD CREDIT AUTO			5,822.93	**5,822.93**
41776	COMM	345286AC2	FORDO 1.29% MAT	Redemption	07/15/2024	FORD CREDIT AUTO		499,273.78		**499,273.78**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Interest	07/15/2024	TOYOTA AUTO REC			6,717.61	**6,717.61**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Redemption	07/15/2024	TOYOTA AUTO REC		602,690.49		**602,690.49**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Interest	07/15/2024	HONDA AUTO			22,311.59	**22,311.59**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Redemption	07/15/2024	HONDA AUTO		1,208,640.98		**1,208,640.98**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Interest	07/15/2024	NISSAN AUTO			16,750.67	**16,750.67**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41856	COMM	65479QAC1	NAROT 1.86% MAT	Redemption	07/15/2024	NISSAN AUTO		785,554.70		**785,554.70**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Interest	07/15/2024	JOHN DEERE			10,735.23	**10,735.23**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Redemption	07/15/2024	JOHN DEERE		409,905.65		**409,905.65**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Interest	07/15/2024	AMERICAN			35,912.51	**35,912.51**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Redemption	07/15/2024	AMERICAN		664,318.71		**664,318.71**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Interest	07/15/2024	CAPITAL ONE MULTI			44,333.33	**44,333.33**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Redemption	07/15/2024	CAPITAL ONE MULTI		639,630.94		**639,630.94**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Interest	07/15/2024	HARLEY-DAVIDSON			35,298.28	**35,298.28**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Redemption	07/15/2024	HARLEY-DAVIDSON		1,205,384.93		**1,205,384.93**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Interest	07/15/2024	CARMAX AUTO			35,659.96	**35,659.96**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Redemption	07/15/2024	CARMAX AUTO		818,909.19		**818,909.19**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Interest	07/15/2024	CAPITAL ONE			32,910.87	**32,910.87**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Redemption	07/15/2024	CAPITAL ONE		763,068.06		**763,068.06**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Interest	07/15/2024	ALLY AUTO			50,600.02	**50,600.02**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Redemption	07/15/2024	ALLY AUTO		1,465,681.92		**1,465,681.92**
42184	COMM	44934LAD4	HALST 3.35% MAT	Interest	07/15/2024	HYUNDAI AUTO			15,811.91	**15,811.91**
42184	COMM	44934LAD4	HALST 3.35% MAT	Redemption	07/15/2024	HYUNDAI AUTO		3,841,054.78		**3,841,054.78**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Interest	07/15/2024	AMERICAN			98,875.00	**98,875.00**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Redemption	07/15/2024	AMERICAN		1,076,054.99		**1,076,054.99**
42879	COMM	58770AAC7	MBART 4.51% MAT	Interest	07/15/2024	MERCEDES -BENZ			49,797.91	**49,797.91**
42879	COMM	58770AAC7	MBART 4.51% MAT	Redemption	07/15/2024	MERCEDES -BENZ		338,983.65		**338,983.65**
42890	COMM	891940AC2	TAOT 4.63% MAT	Interest	07/15/2024	TOYOTA AUTO REC			81,024.99	**81,024.99**
42890	COMM	891940AC2	TAOT 4.63% MAT	Redemption	07/15/2024	TOYOTA AUTO REC		562,539.27		**562,539.27**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Interest	07/15/2024	CAPITAL ONE			43,627.08	**43,627.08**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Redemption	07/15/2024	CAPITAL ONE		253,898.63		**253,898.63**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Interest	07/15/2024	HARLEY-DAVIDSON			54,708.33	**54,708.33**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Redemption	07/15/2024	HARLEY-DAVIDSON		320,195.63		**320,195.63**
43065	COMM	448979AD6	HART 4.58% MAT	Interest	07/15/2024	HYUNDAI AUTO			38,166.67	**38,166.67**
43065	COMM	448979AD6	HART 4.58% MAT	Redemption	07/15/2024	HYUNDAI AUTO		300,628.52		**300,628.52**
43089	COMM	254683CW3	DCENT 3.56% MAT	Interest	07/15/2024	DISCOVER CARD			147,517.52	**147,517.52**
43089	COMM	254683CW3	DCENT 3.56% MAT	Redemption	07/15/2024	DISCOVER CARD		1,431,085.02		**1,431,085.02**
43117	COMM	12664QAB0	CNH 5.34% MAT	Interest	07/15/2024	CNH EQUIPMENT			46,898.75	**46,898.75**
43117	COMM	12664QAB0	CNH 5.34% MAT	Redemption	07/15/2024	CNH EQUIPMENT		671,363.91		**671,363.91**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Interest	07/15/2024	NISSAN AUTO			126,841.68	**126,841.68**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Redemption	07/15/2024	NISSAN AUTO		772,676.88		**772,676.88**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Interest	07/15/2024	MERCEDES-BENZ			126,400.00	**126,400.00**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Redemption	07/15/2024	MERCEDES-BENZ		1,045,689.84		**1,045,689.84**
43212	COMM	437927AC0	HAROT 4.93% MAT	Interest	07/15/2024	HONDA AUTO			73,949.99	**73,949.99**
43212	COMM	437927AC0	HAROT 4.93% MAT	Redemption	07/15/2024	HONDA AUTO		445,507.72		**445,507.72**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Interest	07/15/2024	AMERICAN			76,093.74	**76,093.74**

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43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Redemption	07/15/2024	AMERICAN		403,190.32		**403,190.32**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Interest	07/15/2024	DISCOVER CARD			123,249.99	**123,249.99**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Redemption	07/15/2024	DISCOVER CARD		631,137.67		**631,137.67**
43277	COMM	477920AC6	JDOT 5.18% MAT	Interest	07/15/2024	JOHN DEERE			60,433.34	**60,433.34**
43277	COMM	477920AC6	JDOT 5.18% MAT	Redemption	07/15/2024	JOHN DEERE		310,230.64		**310,230.64**
43456	COMM	34529NAB6	FORDL 5.9% MAT	Interest	07/15/2024	FORD CREDIT AUTO			59,077.38	**59,077.38**
43456	COMM	34529NAB6	FORDL 5.9% MAT	Redemption	07/15/2024	FORD CREDIT AUTO		1,203,742.34		**1,203,742.34**
43476	COMM	233868AC2	DTRT 5.9% MAT	Interest	07/15/2024	DAIMLET TRUCKS			132,750.01	**132,750.01**
43476	COMM	233868AC2	DTRT 5.9% MAT	Redemption	07/15/2024	DAIMLET TRUCKS		799,740.82		**799,740.82**
43477	COMM	41285YAB1	HDMOT 5.92% MAT	Interest	07/15/2024	HARLEY-DAVIDSON			61,242.82	**61,242.82**
43477	COMM	41285YAB1	HDMOT 5.92% MAT	Redemption	07/15/2024	HARLEY-DAVIDSON		1,239,183.57		**1,239,183.57**
43505	COMM	14044EAB4	COPAR 5.91% MAT	Interest	07/15/2024	CAPITAL ONE			154,491.40	**154,491.40**
43505	COMM	14044EAB4	COPAR 5.91% MAT	Redemption	07/15/2024	CAPITAL ONE		2,529,263.72		**2,529,263.72**
43542	COMM	58769FAB1	MBART 5.92% MAT	Interest	07/15/2024	MERCEDES -BENZ			79,533.41	**79,533.41**
43542	COMM	58769FAB1	MBART 5.92% MAT	Redemption	07/15/2024	MERCEDES -BENZ		1,312,946.91		**1,312,946.91**
43562	COMM	44918CAD4	HART 5.54% MAT	Interest	07/15/2024	HYUNDAI AUTO			36,933.34	**36,933.34**
43562	COMM	44918CAD4	HART 5.54% MAT	Redemption	07/15/2024	HYUNDAI AUTO		144,122.82		**144,122.82**
43811	COMM	39154TCH9	GREATA 5.32% MAT	Interest	07/15/2024	Great Amerlca Leasin			59,850.00	**59,850.00**
43811	COMM	39154TCH9	GREATA 5.32% MAT	Redemption	07/15/2024	Great America Leasin		484,836.45		**484,836.45**
43894	COMM	437918AC9	HAROT 5.21% MAT	Interest	07/15/2024	HONDA AUTO			112,883.34	**112,883.34**
43894	COMM	437918AC9	HAROT 5.21% MAT	Redemption	07/15/2024	HONDA AUTO		488,077.08		**488,077.08**
43954	COMM	47800RAD5	JDOT 4.96% MAT	Interest	07/15/2024	JOHN DEERE			33,893.33	**33,893.33**
43954	COMM	47800RAD5	JDOT 4.96% MAT	Redemption	07/15/2024	JOHN DEERE		144,092.75		**144,092.75**
44066	COMM	981946AC0	WOLS 5.829359%	Interest	07/15/2024	WORLD OMNI			26,894.14	**26,894.14**
44066	COMM	981946AC0	WOLS 5.829359%	Redemption	07/15/2024	WORLD OMNI		170,998.32		**170,998.32**
44096	COMM	02582JKH2	AMXCA 5.23% MAT	Interest	07/15/2024	AMERICAN			196,124.99	**196,124.99**
44096	COMM	02582JKH2	AMXCA 5.23% MAT	Redemption	07/15/2024	AMERICAN		692,583.10		**692,583.10**
44212	COMM	412922AC0	HDMOT 5.54% MAT	Interest	07/15/2024	HARLEY-DAVIDSON			93,975.00	**93,975.00**
44212	COMM	412922AC0	HDMOT 5.54% MAT	Redemption	07/15/2024	HARLEY-DAVIDSON		329,802.46		**329,802.46**
44219	COMM	18978JAB4	CNH 5.420% MAT	Interest	07/15/2024	CNH EQUIPMENT			40,650.00	**40,650.00**
44219	COMM	18978JAB4	CNH 5.420% MAT	Redemption	07/15/2024	CNH EQUIPMENT		208,713.03		**208,713.03**
44231	COMM	58770JAD6	MBALT 5.66% MAT	Interest	07/15/2024	MERCEDES-BENZ			53,200.00	**53,200.00**
44231	COMM	58770JAD6	MBALT 5.66% MAT	Redemption	07/15/2024	MERCEDES-BENZ		249,941.75		**249,941.75**
44334	COMM	47786WAB6	JDOT 5.42% MAT	Interest	07/15/2024	JOHN DEERE			130,080.00	**130,080.00**
44334	COMM	47786WAB6	JDOT 5.42% MAT	Redemption	07/15/2024	JOHN DEERE		825,734.72		**825,734.72**
8506	COMM	SYS8506	LAIF 1.65%	Interest	07/15/2024	LOCAL AGENCY			515,339.89	**515,339.89**
44453	COMM	16536HGH8	CHES DISC NOTE	Purchase	07/16/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44455	COMM	313384ZM4	FHLB DISC NOTE	Purchase	07/16/2024	FHLB NOTES	249,963,541.65			**-249,963,541.65**
44456	COMM	313384ZM4	FHLB DISC NOTE	Purchase	07/16/2024	FHLB NOTES	149,978,125.50			**-149,978,125.50**
44452	COMM	5148X0GH2	LANDES DISC NOTE	Purchase	07/16/2024	LANDES	124,981,562.50			**-124,981,562.50**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44454	COMM	63873JGH7	NATXNY DISC NOTE	Purchase	07/16/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44447	COMM	5148X0GG4	LANDES DISC NOTE	Redemption	07/16/2024	LANDES		125,000,000.00		**125,000,000.00**
44448	COMM	16536HGG0	BA DISC NOTE MAT	Redemption	07/16/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44449	COMM	63873JGG9	NATXNY DISC NOTE	Redemption	07/16/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44450	COMM	313384ZL6	FHLB DISC NOTE	Redemption	07/16/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44451	COMM	313384ZL6	FHLB DISC NOTE	Redemption	07/16/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Interest	07/16/2024	GM FINANCIAL			22,277.43	**22,277.43**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Redemption	07/16/2024	GM FINANCIAL		566,085.22		**566,085.22**
44459	COMM	16536HGJ4	CHES DISC NOTE	Purchase	07/17/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44461	COMM	313384ZN2	FHLB DISC NOTE	Purchase	07/17/2024	FHLB NOTES	249,963,541.65			**-249,963,541.65**
44462	COMM	313384ZN2	FHLB DISC NOTE	Purchase	07/17/2024	FHLB NOTES	149,978,125.50			**-149,978,125.50**
44458	COMM	5148X0GJ8	LANDES DISC NOTE	Purchase	07/17/2024	LANDES	124,981,562.50			**-124,981,562.50**
44460	COMM	63873JGJ3	NATXNY DISC NOTE	Purchase	07/17/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44452	COMM	5148X0GH2	LANDES DISC NOTE	Redemption	07/17/2024	LANDES		125,000,000.00		**125,000,000.00**
44453	COMM	16536HGH8	CHES DISC NOTE	Redemption	07/17/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44454	COMM	63873JGH7	NATXNY DISC NOTE	Redemption	07/17/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44455	COMM	313384ZM4	FHLB DISC NOTE	Redemption	07/17/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44456	COMM	313384ZM4	FHLB DISC NOTE	Redemption	07/17/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
41761	COMM	3133ENKX7	FFCB FLOAT MAT	Interest	07/17/2024	FFCB NOTES			370,710.00	**370,710.00**
43789	COMM	22532XWQ7	CRA 5.61% MAT	Interest	07/17/2024	CREDIT AGRICOLE			305,156.93	**305,156.93**
43798	COMM	3135GAM81	FEDERAL NATL MTG	Interest	07/17/2024	FNMA NOTES			618,055.55	**618,055.55**
44464	COMM	16536HGK1	CHES DISC NOTE	Purchase	07/18/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44466	COMM	313384ZP7	FHLB DISC NOTE	Purchase	07/18/2024	FHLB NOTES	249,963,541.65			**-249,963,541.65**
44467	COMM	313384ZP7	FHLB DISC NOTE	Purchase	07/18/2024	FHLB NOTES	149,978,125.50			**-149,978,125.50**
44463	COMM	5148X0GK5	LANDES DISC NOTE	Purchase	07/18/2024	LANDES	124,981,562.50			**-124,981,562.50**
44465	COMM	63873JGK0	NATXNY DISC NOTE	Purchase	07/18/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44458	COMM	5148X0GJ8	LANDES DISC NOTE	Redemption	07/18/2024	LANDES		125,000,000.00		**125,000,000.00**
44459	COMM	16536HGJ4	CHES DISC NOTE	Redemption	07/18/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44460	COMM	63873JGJ3	NATXNY DISC NOTE	Redemption	07/18/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44461	COMM	313384ZN2	FHLB DISC NOTE	Redemption	07/18/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44462	COMM	313384ZN2	FHLB DISC NOTE	Redemption	07/18/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Interest	07/18/2024	HONDA AUTO			1,523.02	**1,523.02**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Redemption	07/18/2024	HONDA AUTO		676,811.66		**676,811.66**
44469	COMM	16536HGN5	CHES DISC NOTE	Purchase	07/19/2024	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
44471	COMM	313384ZS1	FHLB DISC NOTE	Purchase	07/19/2024	FHLB NOTES	249,890,000.00			**-249,890,000.00**
44472	COMM	313384ZS1	FHLB DISC NOTE	Purchase	07/19/2024	FHLB NOTES	149,934,000.00			**-149,934,000.00**
44468	COMM	5148X0GN9	LANDES DISC NOTE	Purchase	07/19/2024	LANDES	124,944,687.50			**-124,944,687.50**
44470	COMM	63873JGN4	NATXNY DISC NOTE	Purchase	07/19/2024	NATIXIS NY	49,977,916.67			**-49,977,916.67**
43421	COMM	89115B3H1	TORONTO	Redemption	07/19/2024	TORONTO		65,000,000.00		**65,000,000.00**
44463	COMM	5148X0GK5	LANDES DISC NOTE	Redemption	07/19/2024	LANDES		125,000,000.00		**125,000,000.00**

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44464	COMM	16536HGK1	CHES DISC NOTE	Redemption	07/19/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44465	COMM	63873JGK0	NATXNY DISC NOTE	Redemption	07/19/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44466	COMM	313384ZP7	FHLB DISC NOTE	Redemption	07/19/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44467	COMM	313384ZP7	FHLB DISC NOTE	Redemption	07/19/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
42402	COMM	3133ENB33	FEDERAL FARM CR	Interest	07/19/2024	FFCB NOTES			305,000.00	**305,000.00**
43421	COMM	89115B3H1	TORONTO	Interest	07/19/2024	TORONTO			3,376,100.00	**3,376,100.00**
44474	COMM	16536HGP0	CHES DISC NOTE	Purchase	07/22/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44476	COMM	313384ZT9	FHLB DISC NOTE	Purchase	07/22/2024	FHLB NOTES	249,963,400.00			**-249,963,400.00**
44477	COMM	313384ZT9	FHLB DISC NOTE	Purchase	07/22/2024	FHLB NOTES	149,978,041.50			**-149,978,041.50**
44473	COMM	5148X0GP4	LANDES DISC NOTE	Purchase	07/22/2024	LANDES	124,981,562.50			**-124,981,562.50**
44475	COMM	63873JGP9	NATXNY DISC NOTE	Purchase	07/22/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44468	COMM	5148X0GN9	LANDES DISC NOTE	Redemption	07/22/2024	LANDES		125,000,000.00		**125,000,000.00**
44469	COMM	16536HGN5	CHES DISC NOTE	Redemption	07/22/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44470	COMM	63873JGN4	NATXNY DISC NOTE	Redemption	07/22/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44471	COMM	313384ZS1	FHLB DISC NOTE	Redemption	07/22/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44472	COMM	313384ZS1	FHLB DISC NOTE	Redemption	07/22/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
40268	COMM	90331HPL1	USB 2.05% MAT	Interest	07/22/2024	U S BANK			205,000.00	**205,000.00**
40534	COMM	3136G4A45	FEDERAL NATL MTG	Interest	07/22/2024	FNMA NOTES			71,000.00	**71,000.00**
43134	COMM	24422EWR6	DEERE JOHN	Interest	07/22/2024	JOHN DEERE			450,395.00	**450,395.00**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Interest	07/22/2024	HONDA AUTO			4,102.31	**4,102.31**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Redemption	07/22/2024	HONDA AUTO		592,271.08		**592,271.08**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Interest	07/22/2024	DLLST LLC			2,277.36	**2,277.36**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Redemption	07/22/2024	DLLST LLC		802,768.51		**802,768.51**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Interest	07/22/2024	HONDA AUTO			54,600.00	**54,600.00**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Redemption	07/22/2024	HONDA AUTO		392,824.40		**392,824.40**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Interest	07/22/2024	TOYOTA LEASE			90,383.33	**90,383.33**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Redemption	07/22/2024	TOYOTA LEASE		1,010,707.73		**1,010,707.73**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Interest	07/22/2024	VERIZON MASTER			163,000.00	**163,000.00**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Redemption	07/22/2024	VERIZON MASTER		891,754.53		**891,754.53**
43248	COMM	92867WAB4	VALET 5.5% MAT	Interest	07/22/2024	VOLKSWAGEN			48,516.33	**48,516.33**
43248	COMM	92867WAB4	VALET 5.5% MAT	Redemption	07/22/2024	VOLKSWAGEN		955,656.53		**955,656.53**
43336	COMM	88167PAC2	TESLA 5.89% MAT	Interest	07/22/2024	TESLA AUTO LEASE			19,633.33	**19,633.33**
43336	COMM	88167PAC2	TESLA 5.89% MAT	Redemption	07/22/2024	TESLA AUTO LEASE		158,549.86		**158,549.86**
43457	COMM	92867UAB8	VWALT 5.87% MAT	Interest	07/22/2024	VOLKSWAGEN			124,968.02	**124,968.02**
43457	COMM	92867UAB8	VWALT 5.87% MAT	Redemption	07/22/2024	VOLKSWAGEN		1,750,318.07		**1,750,318.07**
43617	COMM	438123AB7	HAROT 5.87% MAT	Interest	07/22/2024	HONDA AUTO			139,910.09	**139,910.09**
43617	COMM	438123AB7	HAROT 5.87% MAT	Redemption	07/22/2024	HONDA AUTO		2,321,001.95		**2,321,001.95**
43771	COMM	92348KCL5	VZMT 5.% MAT	Interest	07/22/2024	VERIZON MASTER			72,916.67	**72,916.67**
43771	COMM	92348KCL5	VZMT 5.% MAT	Redemption	07/22/2024	VERIZON MASTER		306,950.21		**306,950.21**
44146	COMM	362548AD1	GMALT 5.05% MAT	Interest	07/22/2024	GM FIN'CL AUTO			94,489.75	**94,489.75**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44146	COMM	362548AD1	GMALT 5.05% MAT	Redemption	07/22/2024	GM FIN'CL AUTO		899,841.43		**899,841.43**
44479	COMM	16536HGQ8	CHES DISC NOTE	Purchase	07/23/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44484	COMM	313384ZU6	FHDN DISC NOTE	Purchase	07/23/2024	FHLB DISCOUNT	249,963,332.50			**-249,963,332.50**
44485	COMM	313384ZU6	FHDN DISC NOTE	Purchase	07/23/2024	FHLB DISCOUNT	149,977,999.50			**-149,977,999.50**
44491	COMM	3136B06Q4	FNMA 5.77% MAT	Purchase	07/23/2024	FNMA NOTES	5,047,273.52			**-5,047,273.52**
44478	COMM	5148X0GQ2	LANDES DISC NOTE	Purchase	07/23/2024	LANDES	124,981,562.50			**-124,981,562.50**
44480	COMM	63873JGQ7	NATXNY DISC NOTE	Purchase	07/23/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
42871	COMM	3134GYCP5	FEDERAL HOME LN	Redemption	07/23/2024	FHLMC NOTES		20,000,000.00		**20,000,000.00**
44118	COMM	313384ZT9	FHLB DISC NOTE	Redemption	07/23/2024	FHLB NOTES		50,000,000.00		**50,000,000.00**
44473	COMM	5148X0GP4	LANDES DISC NOTE	Redemption	07/23/2024	LANDES		125,000,000.00		**125,000,000.00**
44474	COMM	16536HGP0	CHES DISC NOTE	Redemption	07/23/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44475	COMM	63873JGP9	NATXNY DISC NOTE	Redemption	07/23/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44476	COMM	313384ZT9	FHLB DISC NOTE	Redemption	07/23/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44477	COMM	313384ZT9	FHLB DISC NOTE	Redemption	07/23/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
42871	COMM	3134GYCP5	FEDERAL HOME LN	Interest	07/23/2024	FHLMC NOTES			500,000.00	**500,000.00**
44102	COMM	3133ERCH2	FFCB 5.54% MAT	Interest	07/23/2024	FFCB NOTES			701,958.34	**701,958.34**
44487	COMM	16536HGR6	CHES DISC NOTE	Purchase	07/24/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44489	COMM	313384ZV4	FHLB DISC NOTE	Purchase	07/24/2024	FHLB NOTES	249,963,333.35			**-249,963,333.35**
44490	COMM	313384ZV4	FHLB DISC NOTE	Purchase	07/24/2024	FHLB NOTES	149,977,999.50			**-149,977,999.50**
44486	COMM	5148X0GR0	LANDES DISC NOTE	Purchase	07/24/2024	LANDES	124,981,562.50			**-124,981,562.50**
44488	COMM	63873JGR5	NATXNY DISC NOTE	Purchase	07/24/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
40535	COMM	3133EJVC0	FEDERAL FARM CR	Redemption	07/24/2024	FFCB NOTES		15,000,000.00		**15,000,000.00**
44478	COMM	5148X0GQ2	LANDES DISC NOTE	Redemption	07/24/2024	LANDES		125,000,000.00		**125,000,000.00**
44479	COMM	16536HGQ8	CHES DISC NOTE	Redemption	07/24/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44480	COMM	63873JGQ7	NATXNY DISC NOTE	Redemption	07/24/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44484	COMM	313384ZU6	FHDN DISC NOTE	Redemption	07/24/2024	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
44485	COMM	313384ZU6	FHDN DISC NOTE	Redemption	07/24/2024	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
40535	COMM	3133EJVC0	FEDERAL FARM CR	Interest	07/24/2024	FFCB NOTES			221,250.00	**221,250.00**
44493	COMM	16536HGS4	CHES DISC NOTE	Purchase	07/25/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44495	COMM	313384ZW2	FHLB DISC NOTE	Purchase	07/25/2024	FHLB NOTES	249,963,402.80			**-249,963,402.80**
44496	COMM	313384ZW2	FHLB DISC NOTE	Purchase	07/25/2024	FHLB NOTES	149,978,041.50			**-149,978,041.50**
44492	COMM	5148X0GS8	LANDES DISC NOTE	Purchase	07/25/2024	LANDES	124,981,562.50			**-124,981,562.50**
44494	COMM	63873JGS3	NATXNY DISC NOTE	Purchase	07/25/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44486	COMM	5148X0GR0	LANDES DISC NOTE	Redemption	07/25/2024	LANDES		125,000,000.00		**125,000,000.00**
44487	COMM	16536HGR6	CHES DISC NOTE	Redemption	07/25/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44488	COMM	63873JGR5	NATXNY DISC NOTE	Redemption	07/25/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44489	COMM	313384ZV4	FHLB DISC NOTE	Redemption	07/25/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44490	COMM	313384ZV4	FHLB DISC NOTE	Redemption	07/25/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	07/25/2024	FHLMC			13,779.87	**13,779.87**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	07/25/2024	FHLMC		316,770.56		**316,770.56**

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40390	COMM	3137BHCY1	FHLMCM 2.811%	Interest	07/25/2024	FHLMC			19,880.00	**19,880.00**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Redemption	07/25/2024	FHLMC		17,170.94		**17,170.94**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Interest	07/25/2024	FNMA			10,352.20	**10,352.20**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Redemption	07/25/2024	FNMA		4,970,966.48		**4,970,966.48**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	07/25/2024	FHLMC			15,054.28	**15,054.28**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	07/25/2024	FHLMC		263,026.00		**263,026.00**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Interest	07/25/2024	FHLMC			872.48	**872.48**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Redemption	07/25/2024	FHLMC		135,464.31		**135,464.31**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Interest	07/25/2024	FNMA			-1,389,800.23	**-1,389,800.23**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Redemption	07/25/2024	FNMA		19,503,128.39		**19,503,128.39**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	07/25/2024	FHLMC			28,743.27	**28,743.27**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	07/25/2024	FHLMC		26,405.05		**26,405.05**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	07/25/2024	FHLMC			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	07/25/2024	FHLMC		452,843.65		**452,843.65**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Interest	07/25/2024	FNMA			19,090.90	**19,090.90**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Redemption	07/25/2024	FNMA		152.25		**152.25**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	07/25/2024	FHLMC			2,541.47	**2,541.47**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	07/25/2024	FHLMC		1,012.32		**1,012.32**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	07/25/2024	FHLMC			28,875.00	**28,875.00**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	07/25/2024	FHLMC		3,038,178.75		**3,038,178.75**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	07/25/2024	FNMA			18,801.64	**18,801.64**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	07/25/2024	FNMA		16,249.30		**16,249.30**
40976	COMM	3137FATE8	FHLMCM 2.982%	Interest	07/25/2024	FHLMC			74,550.00	**74,550.00**
40976	COMM	3137FATE8	FHLMCM 2.982%	Redemption	07/25/2024	FHLMC		17,545,848.00		**17,545,848.00**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	07/25/2024	FHLMC			1,480.94	**1,480.94**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	07/25/2024	FHLMC		69,210.83		**69,210.83**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	07/25/2024	FHLMC			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	07/25/2024	FHLMC				**0.00**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	07/25/2024	FHLMC			4,878.39	**4,878.39**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	07/25/2024	FHLMC		17,745.77		**17,745.77**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Interest	07/25/2024	FHLMC			33,869.68	**33,869.68**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Redemption	07/25/2024	FHLMC		20,799.53		**20,799.53**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Interest	07/25/2024	FHLMC			16,349.28	**16,349.28**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Redemption	07/25/2024	FHLMC		168,989.90		**168,989.90**
41222	COMM	3137H14A1	FHLMCM 0.854%	Interest	07/25/2024	FHLMC			11,439.64	**11,439.64**
41222	COMM	3137H14A1	FHLMCM 0.854%	Redemption	07/25/2024	FHLMC		360,382.33		**360,382.33**
41228	COMM	3136AUG21	FNMAM 2.49552%	Interest	07/25/2024	FNMA			35,762.39	**35,762.39**
41228	COMM	3136AUG21	FNMAM 2.49552%	Redemption	07/25/2024	FNMA		28,059.00		**28,059.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Interest	07/25/2024	FHLMC			26,250.00	**26,250.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Redemption	07/25/2024	FHLMC		606,380.75		**606,380.75**

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41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Interest	07/25/2024	FNMA			7,244.71	**7,244.71**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Redemption	07/25/2024	FNMA		4,104.92		**4,104.92**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Interest	07/25/2024	FHLMC SINGLE			12,463.43	**12,463.43**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Redemption	07/25/2024	FHLMC SINGLE		137,013.34		**137,013.34**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Interest	07/25/2024	FNMA SINGLE			11,639.15	**11,639.15**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Redemption	07/25/2024	FNMA SINGLE		135,165.00		**135,165.00**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Interest	07/25/2024	FNMA SINGLE			20,734.30	**20,734.30**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Redemption	07/25/2024	FNMA SINGLE		213,019.79		**213,019.79**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Interest	07/25/2024	FHLMC SINGLE			18,613.10	**18,613.10**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Redemption	07/25/2024	FHLMC SINGLE		208,897.04		**208,897.04**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Interest	07/25/2024	FNMA SINGLE			16,367.00	**16,367.00**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Redemption	07/25/2024	FNMA SINGLE		213,452.00		**213,452.00**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Interest	07/25/2024	FHLMC			32,502.20	**32,502.20**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Redemption	07/25/2024	FHLMC		103,152.54		**103,152.54**
41803	COMM	3137BEVH4	FHLMC REMIC	Interest	07/25/2024	FHLMC			27,341.51	**27,341.51**
41803	COMM	3137BEVH4	FHLMC REMIC	Redemption	07/25/2024	FHLMC		3,199,547.33		**3,199,547.33**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Interest	07/25/2024	FNMA			23,760.94	**23,760.94**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Redemption	07/25/2024	FNMA		18,209.51		**18,209.51**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Interest	07/25/2024	FHLMC			36,341.50	**36,341.50**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Redemption	07/25/2024	FHLMC		73,313.92		**73,313.92**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	07/25/2024	FNMA			90,416.67	**90,416.67**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	07/25/2024	FNMA		1,981,477.95		**1,981,477.95**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Interest	07/25/2024	FHLMC			36,992.10	**36,992.10**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Redemption	07/25/2024	FHLMC		35,903.78		**35,903.78**
42093	COMM	3137F1G44	FHLMCM 3.243%	Interest	07/25/2024	FHLMC			94,587.50	**94,587.50**
42093	COMM	3137F1G44	FHLMCM 3.243%	Redemption	07/25/2024	FHLMC		1,140,356.61		**1,140,356.61**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Interest	07/25/2024	FHLMC			107,466.68	**107,466.68**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Redemption	07/25/2024	FHLMC		1,335,005.74		**1,335,005.74**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Interest	07/25/2024	FHLMC			90,912.50	**90,912.50**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Redemption	07/25/2024	FHLMC				**0.00**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Interest	07/25/2024	FNMA NOTES			80,036.77	**80,036.77**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Redemption	07/25/2024	FNMA NOTES		91,055.25		**91,055.25**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Interest	07/25/2024	FNMA			41,166.67	**41,166.67**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Redemption	07/25/2024	FNMA		773,826.33		**773,826.33**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Interest	07/25/2024	FNMA			104,403.42	**104,403.42**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Redemption	07/25/2024	FNMA		75,023.09		**75,023.09**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	07/25/2024	FNMA			32,812.50	**32,812.50**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	07/25/2024	FNMA		667,199.92		**667,199.92**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	07/25/2024	FNMA			32,812.50	**32,812.50**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	07/25/2024	FNMA				**0.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42150	COMM	3137F1G44	FHLMCM 3.243%	Interest	07/25/2024	FHLMC			54,050.00	**54,050.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Redemption	07/25/2024	FHLMC				**0.00**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Interest	07/25/2024	FNMA			42,833.33	**42,833.33**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Redemption	07/25/2024	FNMA		856,930.96		**856,930.96**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Interest	07/25/2024	BMW VEHICLE			23,302.05	**23,302.05**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Redemption	07/25/2024	BMW VEHICLE		716,429.64		**716,429.64**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Interest	07/25/2024	FHLMC			51,632.08	**51,632.08**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Redemption	07/25/2024	FHLMC		11,212.25		**11,212.25**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Interest	07/25/2024	FNMA			54,750.00	**54,750.00**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Redemption	07/25/2024	FNMA		1,117,250.18		**1,117,250.18**
42205	COMM	3137FMD25	FHLMCM 2.875%	Interest	07/25/2024	FHLMC			47,772.91	**47,772.91**
42205	COMM	3137FMD25	FHLMCM 2.875%	Redemption	07/25/2024	FHLMC		935,173.01		**935,173.01**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	07/25/2024	FNMA			17,500.00	**17,500.00**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	07/25/2024	FNMA				**0.00**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Interest	07/25/2024	FHLMC			29,255.59	**29,255.59**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Redemption	07/25/2024	FHLMC		300,709.41		**300,709.41**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Interest	07/25/2024	FNMA			27,606.85	**27,606.85**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Redemption	07/25/2024	FNMA		16,238.72		**16,238.72**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Interest	07/25/2024	FHLMC			54,800.00	**54,800.00**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Redemption	07/25/2024	FHLMC		653,890.56		**653,890.56**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Interest	07/25/2024	FHLMC			21,900.00	**21,900.00**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Redemption	07/25/2024	FHLMC		815,086.19		**815,086.19**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Interest	07/25/2024	FNMA			25,833.33	**25,833.33**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Redemption	07/25/2024	FNMA		547,400.22		**547,400.22**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Interest	07/25/2024	FNMA NOTES			80,666.67	**80,666.67**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Redemption	07/25/2024	FNMA NOTES		1,663,438.62		**1,663,438.62**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Interest	07/25/2024	BMW VEHICLE			19,884.08	**19,884.08**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Redemption	07/25/2024	BMW VEHICLE		497,752.33		**497,752.33**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Interest	07/25/2024	FHLMC			39,665.20	**39,665.20**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Redemption	07/25/2024	FHLMC		805,312.98		**805,312.98**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Interest	07/25/2024	FHLMC			137,518.57	**137,518.57**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Redemption	07/25/2024	FHLMC		60,340.05		**60,340.05**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Interest	07/25/2024	FNMA			46,708.75	**46,708.75**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Redemption	07/25/2024	FNMA		36,483.02		**36,483.02**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Interest	07/25/2024	FHLMC			79,972.19	**79,972.19**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Redemption	07/25/2024	FHLMC		574,279.29		**574,279.29**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Interest	07/25/2024	FHLMC			111,656.67	**111,656.67**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Redemption	07/25/2024	FHLMC		732,159.32		**732,159.32**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Interest	07/25/2024	FNMA			88,072.22	**88,072.22**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Redemption	07/25/2024	FNMA		568,687.57		**568,687.57**

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43105	COMM	30322KAE3	FREDM 0.88% MAT	Interest	07/25/2024	FREDDIE MAC			19,052.19	**19,052.19**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Redemption	07/25/2024	FREDDIE MAC		47,957.40		**47,957.40**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Interest	07/25/2024	FNMA			112,299.85	**112,299.85**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Redemption	07/25/2024	FNMA		750,584.69		**750,584.69**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Interest	07/25/2024	FNMA			73,541.67	**73,541.67**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Redemption	07/25/2024	FNMA		681,513.32		**681,513.32**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Interest	07/25/2024	FNMA			86,875.00	**86,875.00**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Redemption	07/25/2024	FNMA		589,645.82		**589,645.82**
43243	COMM	3137FHQ22	FHLMCM 3.37% MAT	Interest	07/25/2024	FHLMC			35,112.69	**35,112.69**
43243	COMM	3137FHQ22	FHLMCM 3.37% MAT	Redemption	07/25/2024	FHLMC		13,865.67		**13,865.67**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Interest	07/25/2024	FNMA			82,711.42	**82,711.42**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Redemption	07/25/2024	FNMA		494,775.65		**494,775.65**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Interest	07/25/2024	FHLMC			72,744.20	**72,744.20**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Redemption	07/25/2024	FHLMC		27,774.00		**27,774.00**
43504	COMM	055979AB4	BMWLT 5.95% MAT	Interest	07/25/2024	BMW VEHICLE			43,289.54	**43,289.54**
43504	COMM	055979AB4	BMWLT 5.95% MAT	Redemption	07/25/2024	BMW VEHICLE		1,500,927.02		**1,500,927.02**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Interest	07/25/2024	FNMA			86,728.95	**86,728.95**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Redemption	07/25/2024	FNMA		443,416.91		**443,416.91**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Interest	07/25/2024	FHLMC			52,056.65	**52,056.65**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Redemption	07/25/2024	FHLMC		281,224.32		**281,224.32**
43628	COMM	3137BLVK1	FHLMCM 3.116%	Interest	07/25/2024	FHLMC			66,215.01	**66,215.01**
43628	COMM	3137BLVK1	FHLMCM 3.116%	Redemption	07/25/2024	FHLMC		1,844,677.21		**1,844,677.21**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Interest	07/25/2024	FREDDIE MAC			115,923.00	**115,923.00**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Redemption	07/25/2024	FREDDIE MAC		548,399.94		**548,399.94**
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Interest	07/25/2024	FHLMC			85,050.00	**85,050.00**
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Redemption	07/25/2024	FHLMC		379,168.43		**379,168.43**
43889	COMM	3132XFND6	FHLMC 5.% MAT	Interest	07/25/2024	FHLMC			171,358.33	**171,358.33**
43889	COMM	3132XFND6	FHLMC 5.% MAT	Redemption	07/25/2024	FHLMC		786,443.90		**786,443.90**
44063	COMM	3142FFGN1	FNMAM 4.6% MAT	Interest	07/25/2024	FNMA			153,333.33	**153,333.33**
44063	COMM	3142FFGN1	FNMAM 4.6% MAT	Redemption	07/25/2024	FNMA		665,104.81		**665,104.81**
44297	COMM	096919AD7	BMWOT 5.18% MAT	Interest	07/25/2024	BMW VEHICLE			107,628.89	**107,628.89**
44297	COMM	096919AD7	BMWOT 5.18% MAT	Redemption	07/25/2024	BMW VEHICLE		266,448.58		**266,448.58**
44491	COMM	3136B06Q4	FNMA 5.77% MAT	Interest	07/25/2024	FNMA NOTES			24,158.89	**24,158.89**
44491	COMM	3136B06Q4	FNMA 5.77% MAT	Redemption	07/25/2024	FNMA NOTES		5,544.62		**5,544.62**
44491	COMM	3136B06Q4	FNMA 5.77% MAT	Interest	07/25/2024	FNMA NOTES			-22,548.97	**-22,548.97**
44491	COMM	3136B06Q4	FNMA 5.77% MAT	Redemption	07/25/2024	FNMA NOTES				**0.00**
44498	COMM	16536HGV7	CHES DISC NOTE	Purchase	07/26/2024	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
44500	COMM	313384ZZ5	FHLB DISC NOTE	Purchase	07/26/2024	FHLB NOTES	249,890,208.35			**-249,890,208.35**
44501	COMM	313384ZZ5	FHLB DISC NOTE	Purchase	07/26/2024	FHLB NOTES	149,934,124.50			**-149,934,124.50**
44497	COMM	5148X0GV1	LANDES DISC NOTE	Purchase	07/26/2024	LANDES	124,944,687.50			**-124,944,687.50**

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44499	COMM	63873JGV6	NATXNY DISC NOTE	Purchase	07/26/2024	NATIXIS NY	49,977,916.67			-49,977,916.67
40873	COMM	3135GAAJ0	FEDERAL NATL MTG	Redemption	07/26/2024	FNMA NOTES		40,000,000.00		40,000,000.00
40874	COMM	3135GAAJ0	FEDERAL NATL MTG	Redemption	07/26/2024	FNMA NOTES		20,000,000.00		20,000,000.00
44090	COMM	55380UVA2	MUFG 5.43% MAT	Redemption	07/26/2024	MUFG Mitsubishi		70,000,000.00		70,000,000.00
44492	COMM	5148X0GS8	LANDES DISC NOTE	Redemption	07/26/2024	LANDES		125,000,000.00		125,000,000.00
44493	COMM	16536HGS4	CHES DISC NOTE	Redemption	07/26/2024	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44494	COMM	63873JGS3	NATXNY DISC NOTE	Redemption	07/26/2024	NATIXIS NY		50,000,000.00		50,000,000.00
44495	COMM	313384ZW2	FHLB DISC NOTE	Redemption	07/26/2024	FHLB NOTES		250,000,000.00		250,000,000.00
44496	COMM	313384ZW2	FHLB DISC NOTE	Redemption	07/26/2024	FHLB NOTES		150,000,000.00		150,000,000.00
40873	COMM	3135GAAJ0	FEDERAL NATL MTG	Interest	07/26/2024	FNMA NOTES			72,000.00	72,000.00
40874	COMM	3135GAAJ0	FEDERAL NATL MTG	Interest	07/26/2024	FNMA NOTES			36,000.00	36,000.00
42883	COMM	742718FY0	PROCTER &	Interest	07/26/2024	PROCTER &			205,000.00	205,000.00
44090	COMM	55380UVA2	MUFG 5.43% MAT	Interest	07/26/2024	MUFG Mitsubishi			1,076,950.00	1,076,950.00
44503	COMM	16536HGW5	CHES DISC NOTE	Purchase	07/29/2024	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44506	COMM	313384A25	FHLB DISC NOTE	Purchase	07/29/2024	FHLB NOTES	249,963,402.80			-249,963,402.80
44507	COMM	313384A25	FHLB DISC NOTE	Purchase	07/29/2024	FHLB NOTES	149,978,041.50			-149,978,041.50
44502	COMM	5148X0GW9	LANDES DISC NOTE	Purchase	07/29/2024	LANDES	124,981,562.50			-124,981,562.50
44504	COMM	63873JGW4	NATXNY DISC NOTE	Purchase	07/29/2024	NATIXIS NY	49,992,638.89			-49,992,638.89
44497	COMM	5148X0GV1	LANDES DISC NOTE	Redemption	07/29/2024	LANDES		125,000,000.00		125,000,000.00
44498	COMM	16536HGV7	CHES DISC NOTE	Redemption	07/29/2024	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44499	COMM	63873JGV6	NATXNY DISC NOTE	Redemption	07/29/2024	NATIXIS NY		50,000,000.00		50,000,000.00
44500	COMM	313384ZZ5	FHLB DISC NOTE	Redemption	07/29/2024	FHLB NOTES		250,000,000.00		250,000,000.00
44501	COMM	313384ZZ5	FHLB DISC NOTE	Redemption	07/29/2024	FHLB NOTES		150,000,000.00		150,000,000.00
40685	COMM	3136G46K4	FNMA 0.5% MAT	Interest	07/29/2024	FNMA NOTES			87,500.00	87,500.00
40686	COMM	3136G46K4	FNMA 0.5% MAT	Interest	07/29/2024	FNMA NOTES			35,000.00	35,000.00
40687	COMM	3136G46K4	FNMA 0.5% MAT	Interest	07/29/2024	FNMA NOTES			65,000.00	65,000.00
41260	COMM	3130ANA42	FEDERAL HOME	Interest	07/29/2024	FHLB NOTES			39,000.00	39,000.00
41545	COMM	459058JE4	IBRD 0.375% MAT	Interest	07/29/2024	INTL BANK RECON &			47,000.00	47,000.00
42641	COMM	3133ENV72	FEDERAL FARM CR	Interest	07/29/2024	FFCB NOTES			562,500.00	562,500.00
42774	COMM	3130ANEC0	FEDERAL HOME	Interest	07/29/2024	FHLB NOTES			196,875.00	196,875.00
43111	COMM	459200KS9	INTERNATIONAL	Interest	07/29/2024	IBM			324,320.00	324,320.00
43345	COMM	3133EPRN7	FEDERAL FARM CR	Interest	07/29/2024	FFCB NOTES			378,750.00	378,750.00
43827	COMM	3133EPZ73	FFCB 5.9% MAT	Interest	07/29/2024	FFCB NOTES			708,486.11	708,486.11
43828	COMM	46632FTV7	JPMCC 5.93% MAT	Interest	07/29/2024	JPMORGAN			680,230.71	680,230.71
44509	COMM	16536HGX3	CHES DISC NOTE	Purchase	07/30/2024	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44511	COMM	313384A33	FHLB DISC NOTE	Purchase	07/30/2024	FHLB NOTES	249,963,402.80			-249,963,402.80
44512	COMM	313384A33	FHLB DISC NOTE	Purchase	07/30/2024	FHLB NOTES	149,978,041.50			-149,978,041.50
44508	COMM	5148X0GX7	LANDES DISC NOTE	Purchase	07/30/2024	LANDES	124,981,562.50			-124,981,562.50
44510	COMM	63873JGX2	NATXNY DISC NOTE	Purchase	07/30/2024	NATIXIS NY	49,992,638.89			-49,992,638.89
41284	COMM	74274TAG5	PRIVATE EXPT FDG	Redemption	07/30/2024	PRIVATE EXPORT		20,000,000.00		20,000,000.00

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41558	COMM	74274TAG5	PRIVATE EXPT FDG	Redemption	07/30/2024	PRIVATE EXPORT		10,000,000.00		**10,000,000.00**
44038	COMM	912797KR7	UNITED STATES	Redemption	07/30/2024	U S TREASURY BILL		150,000,000.00		**150,000,000.00**
44502	COMM	5148X0GW9	LANDES DISC NOTE	Redemption	07/30/2024	LANDES		125,000,000.00		**125,000,000.00**
44503	COMM	16536HGW5	CHES DISC NOTE	Redemption	07/30/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44504	COMM	63873JGW4	NATXNY DISC NOTE	Redemption	07/30/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44506	COMM	313384A25	FHLB DISC NOTE	Redemption	07/30/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44507	COMM	313384A25	FHLB DISC NOTE	Redemption	07/30/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
41284	COMM	74274TAG5	PRIVATE EXPT FDG	Interest	07/30/2024	PRIVATE EXPORT			55,000.00	**55,000.00**
41558	COMM	74274TAG5	PRIVATE EXPT FDG	Interest	07/30/2024	PRIVATE EXPORT			27,500.00	**27,500.00**
44514	COMM	16536HH12	CHES DISC NOTE	Purchase	07/31/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44515	COMM	313384A41	FHLB DISC NOTE	Purchase	07/31/2024	FHLB NOTES	249,963,541.65			**-249,963,541.65**
44516	COMM	313384A41	FHLB DISC NOTE	Purchase	07/31/2024	FHLB NOTES	149,978,125.50			**-149,978,125.50**
44513	COMM	5148X0H16	LANDES DISC NOTE	Purchase	07/31/2024	LANDES	124,981,562.50			**-124,981,562.50**
43423	COMM	13606KB54	CANADIAN	Redemption	07/31/2024	CANADIAN IMP BK		50,000,000.00		**50,000,000.00**
43430	COMM	78015J4T1	RBCNY 5.91% MAT	Redemption	07/31/2024	Royal Bank of		65,000,000.00		**65,000,000.00**
43440	COMM	05586FT56	BNP P 5.92% MAT	Redemption	07/31/2024	BNP PARIBAS NY		65,000,000.00		**65,000,000.00**
43543	COMM	06417M5N1	BANK NOVA SCOTIA	Redemption	07/31/2024	BANK OF NOVA		75,000,000.00		**75,000,000.00**
43683	COMM	05593D2X0	BNP P 5.54% MAT	Redemption	07/31/2024	BNP PARIBAS NY		60,000,000.00		**60,000,000.00**
43750	COMM	89233GGX8	TOYO ZERO CPN	Redemption	07/31/2024	TOYOTA MOTOR		50,000,000.00		**50,000,000.00**
44508	COMM	5148X0GX7	LANDES DISC NOTE	Redemption	07/31/2024	LANDES		125,000,000.00		**125,000,000.00**
44509	COMM	16536HGX3	CHES DISC NOTE	Redemption	07/31/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44510	COMM	63873JGX2	NATXNY DISC NOTE	Redemption	07/31/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44511	COMM	313384A33	FHLB DISC NOTE	Redemption	07/31/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44512	COMM	313384A33	FHLB DISC NOTE	Redemption	07/31/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
41010	COMM	91282CBH3	UNITED STATES	Interest	07/31/2024	U.S. TREASURY			56,250.00	**56,250.00**
41024	COMM	91282CAB7	UNITED STATES	Interest	07/31/2024	U.S. TREASURY			43,750.00	**43,750.00**
41484	COMM	91282CBH3	UNITED STATES	Interest	07/31/2024	U.S. TREASURY			46,875.00	**46,875.00**
41619	COMM	9128286A3	USTN 2.625% MAT	Interest	07/31/2024	U.S. TREASURY			393,750.00	**393,750.00**
42053	COMM	912828Y95	UNITED STATES	Interest	07/31/2024	U.S. TREASURY			421,875.00	**421,875.00**
43423	COMM	13606KB54	CANADIAN	Interest	07/31/2024	CANADIAN IMP BK			2,691,402.80	**2,691,402.80**
43430	COMM	78015J4T1	RBCNY 5.91% MAT	Interest	07/31/2024	Royal Bank of			3,500,033.36	**3,500,033.36**
43440	COMM	05586FT56	BNP P 5.92% MAT	Interest	07/31/2024	BNP PARIBAS NY			3,452,511.14	**3,452,511.14**
43543	COMM	06417M5N1	BANK NOVA SCOTIA	Interest	07/31/2024	BANK OF NOVA			3,418,333.35	**3,418,333.35**
43683	COMM	05593D2X0	BNP P 5.54% MAT	Interest	07/31/2024	BNP PARIBAS NY			2,132,899.98	**2,132,899.98**
44518	COMM	16536HH20	CHES DISC NOTE	Purchase	08/01/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44520	COMM	313384A58	FHLB DISC NOTE	Purchase	08/01/2024	FHLB NOTES	149,977,999.50			**-149,977,999.50**
44521	COMM	313384A58	FHLB DISC NOTE	Purchase	08/01/2024	FHLB NOTES	249,963,333.35			**-249,963,333.35**
44517	COMM	5148X0H24	LANDES DISC NOTE	Purchase	08/01/2024	LANDES	124,981,562.50			**-124,981,562.50**
44519	COMM	63873JH29	NATXNY DISC NOTE	Purchase	08/01/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
44513	COMM	5148X0H16	LANDES DISC NOTE	Redemption	08/01/2024	LANDES		125,000,000.00		**125,000,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44514	COMM	16536HH12	CHES DISC NOTE	Redemption	08/01/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44515	COMM	313384A41	FHLB DISC NOTE	Redemption	08/01/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44516	COMM	313384A41	FHLB DISC NOTE	Redemption	08/01/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
41801	COMM	742718FV6	PROCTER &	Interest	08/01/2024	PROCTER &			522,500.00	**522,500.00**
43848	COMM	48207KBA2	JUPITE 5.63% MAT	Interest	08/01/2024	Jupiter Securitizati			243,875.00	**243,875.00**
40976	COMM	3137FATE8	FHLMCM 2.982%	Interest	08/01/2024	FHLMC				**0.00**
40976	COMM	3137FATE8	FHLMCM 2.982%	Redemption	08/01/2024	FHLMC				**0.00**
44523	COMM	16536HH53	CHES DISC NOTE	Purchase	08/02/2024	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
44525	COMM	313384A82	FHLB DISC NOTE	Purchase	08/02/2024	FHLB NOTES	249,890,000.00			**-249,890,000.00**
44526	COMM	313384A82	FHLB DISC NOTE	Purchase	08/02/2024	FHLB NOTES	149,934,000.00			**-149,934,000.00**
44522	COMM	5148X0H57	LANDES DISC NOTE	Purchase	08/02/2024	LANDES	124,944,687.50			**-124,944,687.50**
44524	COMM	63873JH52	NATXNY DISC NOTE	Purchase	08/02/2024	NATIXIS NY	49,977,916.67			**-49,977,916.67**
44517	COMM	5148X0H24	LANDES DISC NOTE	Redemption	08/02/2024	LANDES		125,000,000.00		**125,000,000.00**
44518	COMM	16536HH20	CHES DISC NOTE	Redemption	08/02/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44519	COMM	63873JH29	NATXNY DISC NOTE	Redemption	08/02/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44520	COMM	313384A58	FHLB DISC NOTE	Redemption	08/02/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
44521	COMM	313384A58	FHLB DISC NOTE	Redemption	08/02/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
37590	COMM	SYS37590	JPM TE 0.44%	Interest	08/02/2024	JP MORGAN US			240.46	**240.46**
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	08/02/2024	JP MORGAN US	240.46			**-240.46**
40461	COMM	SYS40461	DGCXX 0.%	Interest	08/02/2024	DREYFUS			2,217.00	**2,217.00**
40461	COMM	SYS40461	DGCXX 0.%	Purchase	08/02/2024	DREYFUS	2,217.00			**-2,217.00**
42588	COMM	SYS42588	OPGXX	Interest	08/02/2024	STATE STREET US			1,030,343.92	**1,030,343.92**
42588	COMM	SYS42588	OPGXX	Purchase	08/02/2024	STATE STREET US	1,030,343.92			**-1,030,343.92**
44528	COMM	16536HH61	CHES DISC NOTE	Purchase	08/05/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44531	COMM	313384A90	FHLB DISC NOTE	Purchase	08/05/2024	FHLB NOTES	249,963,333.35			**-249,963,333.35**
44532	COMM	313384A90	FHLB DISC NOTE	Purchase	08/05/2024	FHLB NOTES	149,977,999.50			**-149,977,999.50**
44527	COMM	5148X0H65	LANDES DISC NOTE	Purchase	08/05/2024	LANDES	124,981,562.50			**-124,981,562.50**
44529	COMM	63873JH60	NATXNY DISC NOTE	Purchase	08/05/2024	NATIXIS NY	49,992,638.89			**-49,992,638.89**
43783	COMM	89233GH58	TOYO ZERO CPN	Redemption	08/05/2024	TOYOTA MOTOR		25,000,000.00		**25,000,000.00**
43848	COMM	48207KBA2	JUPITE 5.63% MAT	Redemption	08/05/2024	Jupiter Securitizati		50,000,000.00		**50,000,000.00**
44522	COMM	5148X0H57	LANDES DISC NOTE	Redemption	08/05/2024	LANDES		125,000,000.00		**125,000,000.00**
44523	COMM	16536HH53	CHES DISC NOTE	Redemption	08/05/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44524	COMM	63873JH52	NATXNY DISC NOTE	Redemption	08/05/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44525	COMM	313384A82	FHLB DISC NOTE	Redemption	08/05/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44526	COMM	313384A82	FHLB DISC NOTE	Redemption	08/05/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
40543	COMM	3136G4B77	FEDERAL NATL MTG	Interest	08/05/2024	FNMA NOTES			70,000.00	**70,000.00**
40721	COMM	4581X0DR6	IADB FRN MAT	Interest	08/05/2024	IADB			638,100.00	**638,100.00**
41818	COMM	3133ENNB2	FEDERAL FARM CR	Interest	08/05/2024	FFCB NOTES			32,500.00	**32,500.00**
43848	COMM	48207KBA2	JUPITE 5.63% MAT	Interest	08/05/2024	Jupiter Securitizati			31,597.20	**31,597.20**
44534	COMM	16536HH79	CHES DISC NOTE	Purchase	08/06/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44536	COMM	313384B24	FHLB DISC NOTE	Purchase	08/06/2024	FHLB NOTES	249,963,263.90			-249,963,263.90
44537	COMM	313384B24	FHLB DISC NOTE	Purchase	08/06/2024	FHLB NOTES	149,977,959.00			-149,977,959.00
44533	COMM	5148X0H73	LANDES DISC NOTE	Purchase	08/06/2024	LANDES	124,981,562.50			-124,981,562.50
44535	COMM	63873JH78	NATXNY DISC NOTE	Purchase	08/06/2024	NATIXIS NY	49,992,638.89			-49,992,638.89
44527	COMM	5148X0H65	LANDES DISC NOTE	Redemption	08/06/2024	LANDES		125,000,000.00		125,000,000.00
44528	COMM	16536HH61	CHES DISC NOTE	Redemption	08/06/2024	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44529	COMM	63873JH60	NATXNY DISC NOTE	Redemption	08/06/2024	NATIXIS NY		50,000,000.00		50,000,000.00
44531	COMM	313384A90	FHLB DISC NOTE	Redemption	08/06/2024	FHLB NOTES		250,000,000.00		250,000,000.00
44532	COMM	313384A90	FHLB DISC NOTE	Redemption	08/06/2024	FHLB NOTES		150,000,000.00		150,000,000.00
42081	COMM	594918BY9	MICROSOFT CORP,	Interest	08/06/2024	MICROSOFT CORP			85,272.00	85,272.00
44060	COMM	46656GAC8	JPMSCC 5.64% MAT	Interest	08/06/2024	JP MORGAN			297,086.14	297,086.14
44539	COMM	16536HH87	CHES DISC NOTE	Purchase	08/07/2024	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44541	COMM	313384B32	FHLB DISC NOTE	Purchase	08/07/2024	FHLB NOTES	249,963,333.35			-249,963,333.35
44542	COMM	313384B32	FHLB DISC NOTE	Purchase	08/07/2024	FHLB NOTES	149,977,999.50			-149,977,999.50
44670	COMM	3138LMNE9	FNMAM 5.766% MAT	Purchase	08/07/2024	FNMA	16,861,625.19			-16,861,625.19
44538	COMM	5148X0H81	LANDES DISC NOTE	Purchase	08/07/2024	LANDES	124,981,562.50			-124,981,562.50
44540	COMM	63873JH86	NATXNY DISC NOTE	Purchase	08/07/2024	NATIXIS NY	49,992,625.00			-49,992,625.00
44533	COMM	5148X0H73	LANDES DISC NOTE	Redemption	08/07/2024	LANDES		125,000,000.00		125,000,000.00
44534	COMM	16536HH79	CHES DISC NOTE	Redemption	08/07/2024	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44535	COMM	63873JH78	NATXNY DISC NOTE	Redemption	08/07/2024	NATIXIS NY		50,000,000.00		50,000,000.00
44536	COMM	313384B24	FHLB DISC NOTE	Redemption	08/07/2024	FHLB NOTES		250,000,000.00		250,000,000.00
44537	COMM	313384B24	FHLB DISC NOTE	Redemption	08/07/2024	FHLB NOTES		150,000,000.00		150,000,000.00
43112	COMM	637432NP6	NRUC 3.4% MAT	Interest	08/07/2024	NATIONAL RURAL			233,325.00	233,325.00
44545	COMM	16536HH95	CHES DISC NOTE	Purchase	08/08/2024	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44548	COMM	313384B40	FHLB DISC NOTE	Purchase	08/08/2024	FHLB NOTES	249,963,333.35			-249,963,333.35
44549	COMM	313384B40	FHLB DISC NOTE	Purchase	08/08/2024	FHLB NOTES	149,977,999.50			-149,977,999.50
44544	COMM	5148X0H99	LANDES DISC NOTE	Purchase	08/08/2024	LANDES	124,981,562.50			-124,981,562.50
44546	COMM	63873JH94	NATXNY DISC NOTE	Purchase	08/08/2024	NATIXIS NY	49,992,625.00			-49,992,625.00
44538	COMM	5148X0H81	LANDES DISC NOTE	Redemption	08/08/2024	LANDES		125,000,000.00		125,000,000.00
44539	COMM	16536HH87	CHES DISC NOTE	Redemption	08/08/2024	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44540	COMM	63873JH86	NATXNY DISC NOTE	Redemption	08/08/2024	NATIXIS NY		50,000,000.00		50,000,000.00
44541	COMM	313384B32	FHLB DISC NOTE	Redemption	08/08/2024	FHLB NOTES		250,000,000.00		250,000,000.00
44542	COMM	313384B32	FHLB DISC NOTE	Redemption	08/08/2024	FHLB NOTES		150,000,000.00		150,000,000.00
40926	COMM	037833EB2	AAPL 0.7% MAT	Interest	08/08/2024	APPLE INC			70,000.00	70,000.00
42668	COMM	594918BR4	MSFT 2.4% MAT	Interest	08/08/2024	MICROSOFT CORP			300,000.00	300,000.00
43661	COMM	21684LH96	RABO 5.69% MAT	Interest	08/08/2024	RABOBANK			368,208.30	368,208.30
44551	COMM	16536HHC8	CHES DISC NOTE	Purchase	08/09/2024	CHESHAM FINANCE	74,966,687.50			-74,966,687.50
44553	COMM	313384B73	FHLB DISC NOTE	Purchase	08/09/2024	FHLB NOTES	249,890,000.00			-249,890,000.00
44554	COMM	313384B73	FHLB DISC NOTE	Purchase	08/09/2024	FHLB NOTES	149,934,000.00			-149,934,000.00
44550	COMM	5148X0HC2	LANDES DISC NOTE	Purchase	08/09/2024	LANDES	124,944,687.50			-124,944,687.50

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44552	COMM	63873JHC7	NATXNY DISC NOTE	Purchase	08/09/2024	NATIXIS NY	49,977,875.00			-49,977,875.00
44544	COMM	5148X0H99	LANDES DISC NOTE	Redemption	08/09/2024	LANDES		125,000,000.00		125,000,000.00
44545	COMM	16536HH95	CHES DISC NOTE	Redemption	08/09/2024	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44546	COMM	63873JH94	NATXNY DISC NOTE	Redemption	08/09/2024	NATIXIS NY		50,000,000.00		50,000,000.00
44548	COMM	313384B40	FHLB DISC NOTE	Redemption	08/09/2024	FHLB NOTES		250,000,000.00		250,000,000.00
44549	COMM	313384B40	FHLB DISC NOTE	Redemption	08/09/2024	FHLB NOTES		150,000,000.00		150,000,000.00
41990	COMM	037833CJ7	APPLE INC, SR GLBL	Interest	08/09/2024	APPLE INC			195,874.50	195,874.50
41991	COMM	037833CJ7	APPLE INC, SR GLBL	Interest	08/09/2024	APPLE INC			198,487.50	198,487.50
44556	COMM	16536HHD6	CHES DISC NOTE	Purchase	08/12/2024	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44558	COMM	313384B81	FHLB DISC NOTE	Purchase	08/12/2024	FHLB NOTES	249,963,333.35			-249,963,333.35
44559	COMM	313384B81	FHLB DISC NOTE	Purchase	08/12/2024	FHLB NOTES	149,977,999.50			-149,977,999.50
44555	COMM	5148X0HD0	LANDES DISC NOTE	Purchase	08/12/2024	LANDES	124,981,562.50			-124,981,562.50
44557	COMM	63873JHD5	NATXNY DISC NOTE	Purchase	08/12/2024	NATIXIS NY	49,992,625.00			-49,992,625.00
44550	COMM	5148X0HC2	LANDES DISC NOTE	Redemption	08/12/2024	LANDES		125,000,000.00		125,000,000.00
44551	COMM	16536HHC8	CHES DISC NOTE	Redemption	08/12/2024	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44552	COMM	63873JHC7	NATXNY DISC NOTE	Redemption	08/12/2024	NATIXIS NY		50,000,000.00		50,000,000.00
44553	COMM	313384B73	FHLB DISC NOTE	Redemption	08/12/2024	FHLB NOTES		250,000,000.00		250,000,000.00
44554	COMM	313384B73	FHLB DISC NOTE	Redemption	08/12/2024	FHLB NOTES		150,000,000.00		150,000,000.00
40331	COMM	3137EAEP0	FEDERAL HOME LN	Interest	08/12/2024	FHLMC NOTES			187,500.00	187,500.00
40548	COMM	166756AE6	CVX 0.687% MAT	Interest	08/12/2024	CHEVRON CORP.			51,525.00	51,525.00
41153	COMM	459058JS3	IBRD 0.65% MAT	Interest	08/12/2024	INTL BANK RECON &			32,500.00	32,500.00
41960	COMM	3130AKYH3	FEDERAL HOME	Interest	08/12/2024	FHLB NOTES			81,568.25	81,568.25
43121	COMM	458140CE8	INTEL 4.875% MAT	Interest	08/12/2024	INTEL CORP			333,255.00	333,255.00
43129	COMM	458140CE8	INTEL 4.875% MAT	Interest	08/12/2024	INTEL CORP			243,750.00	243,750.00
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Interest	08/12/2024	CARVANA AUTO			24.86	24.86
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Redemption	08/12/2024	CARVANA AUTO		60,877.64		60,877.64
44564	COMM	16536HHE4	CHES DISC NOTE	Purchase	08/13/2024	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44567	COMM	313384B99	FHLB DISC NOTE	Purchase	08/13/2024	FHLB NOTES	249,963,472.20			-249,963,472.20
44568	COMM	313384B99	FHLB DISC NOTE	Purchase	08/13/2024	FHLB NOTES	149,978,083.50			-149,978,083.50
44563	COMM	5148X0HE8	LANDES DISC NOTE	Purchase	08/13/2024	LANDES	124,981,562.50			-124,981,562.50
44566	COMM	63873JHE3	NATXNY DISC NOTE	Purchase	08/13/2024	NATIXIS NY	49,992,625.00			-49,992,625.00
44555	COMM	5148X0HD0	LANDES DISC NOTE	Redemption	08/13/2024	LANDES		125,000,000.00		125,000,000.00
44556	COMM	16536HHD6	CHES DISC NOTE	Redemption	08/13/2024	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44557	COMM	63873JHD5	NATXNY DISC NOTE	Redemption	08/13/2024	NATIXIS NY		50,000,000.00		50,000,000.00
44558	COMM	313384B81	FHLB DISC NOTE	Redemption	08/13/2024	FHLB NOTES		250,000,000.00		250,000,000.00
44559	COMM	313384B81	FHLB DISC NOTE	Redemption	08/13/2024	FHLB NOTES		150,000,000.00		150,000,000.00
40326	COMM	89236TGT6	TOYOTA MOTOR	Interest	08/13/2024	TOYOTA MOTOR			270,000.00	270,000.00
43676	COMM	3130AY4X1	FHLB 5.41% MAT	Interest	08/13/2024	FHLB NOTES			1,734,791.63	1,734,791.63
44570	COMM	16536HHF1	CHES DISC NOTE	Purchase	08/14/2024	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44572	COMM	313384C23	FHLB DISC NOTE	Purchase	08/14/2024	FHLB NOTES	249,963,541.65			-249,963,541.65

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44573	COMM	313384C23	FHLB DISC NOTE	Purchase	08/14/2024	FHLB NOTES	149,978,125.50			**-149,978,125.50**
44569	COMM	5148X0HF5	LANDES DISC NOTE	Purchase	08/14/2024	LANDES	124,981,562.50			**-124,981,562.50**
44571	COMM	63873JHF0	NATXNY DISC NOTE	Purchase	08/14/2024	NATIXIS NY	49,992,625.00			**-49,992,625.00**
44563	COMM	5148X0HE8	LANDES DISC NOTE	Redemption	08/14/2024	LANDES		125,000,000.00		**125,000,000.00**
44564	COMM	16536HHE4	CHES DISC NOTE	Redemption	08/14/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44566	COMM	63873JHE3	NATXNY DISC NOTE	Redemption	08/14/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44567	COMM	313384B99	FHLB DISC NOTE	Redemption	08/14/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44568	COMM	313384B99	FHLB DISC NOTE	Redemption	08/14/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
42923	COMM	3130AUXH2	FEDERAL HOME	Interest	08/14/2024	FHLB NOTES			1,040,625.00	**1,040,625.00**
44575	COMM	16536HHG9	CHES DISC NOTE	Purchase	08/15/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44577	COMM	313384C31	FHLB DISC NOTE	Purchase	08/15/2024	FHLB NOTES	249,963,542.50			**-249,963,542.50**
44578	COMM	313384C31	FHLB DISC NOTE	Purchase	08/15/2024	FHLB NOTES	149,978,125.50			**-149,978,125.50**
44574	COMM	5148X0HG3	LANDES DISC NOTE	Purchase	08/15/2024	LANDES	124,981,562.50			**-124,981,562.50**
44576	COMM	63873JHG8	NATXNY DISC NOTE	Purchase	08/15/2024	NATIXIS NY	49,992,625.00			**-49,992,625.00**
44569	COMM	5148X0HF5	LANDES DISC NOTE	Redemption	08/15/2024	LANDES		125,000,000.00		**125,000,000.00**
44570	COMM	16536HHF1	CHES DISC NOTE	Redemption	08/15/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44571	COMM	63873JHF0	NATXNY DISC NOTE	Redemption	08/15/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44572	COMM	313384C23	FHLB DISC NOTE	Redemption	08/15/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44573	COMM	313384C23	FHLB DISC NOTE	Redemption	08/15/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
41602	COMM	912828P46	UNITED STATES	Interest	08/15/2024	U.S. TREASURY			325,000.00	**325,000.00**
41623	COMM	912828P46	UNITED STATES	Interest	08/15/2024	U.S. TREASURY			203,125.00	**203,125.00**
42464	COMM	194162AM5	CL 3.1% MAT	Interest	08/15/2024	COLGATE-PALMOLI			77,500.00	**77,500.00**
40937	COMM	98164EAC9	WOART 0.3% MAT	Interest	08/15/2024	WORLD OMNI AUTO			265.80	**265.80**
40937	COMM	98164EAC9	WOART 0.3% MAT	Redemption	08/15/2024	WORLD OMNI AUTO		416,902.36		**416,902.36**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Interest	08/15/2024	JOHN DEERE			154.05	**154.05**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Redemption	08/15/2024	JOHN DEERE		243,665.01		**243,665.01**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Interest	08/15/2024	TOYOTA AUTO REC			836.76	**836.76**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Redemption	08/15/2024	TOYOTA AUTO REC		1,060,041.03		**1,060,041.03**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Interest	08/15/2024	NISSAN AUTO			1,683.88	**1,683.88**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Redemption	08/15/2024	NISSAN AUTO		1,605,329.00		**1,605,329.00**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Interest	08/15/2024	JOHN DEERE			933.62	**933.62**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Redemption	08/15/2024	JOHN DEERE		255,910.64		**255,910.64**
41389	COMM	58772WAC7	MBART 0.46% MAT	Interest	08/15/2024	MERCEDES -BENZ			2,142.65	**2,142.65**
41389	COMM	58772WAC7	MBART 0.46% MAT	Redemption	08/15/2024	MERCEDES -BENZ		731,037.21		**731,037.21**
41402	COMM	254683CP8	DCENT 0.58% MAT	Interest	08/15/2024	DISCOVER CARD			9,666.66	**9,666.66**
41402	COMM	254683CP8	DCENT 0.58% MAT	Redemption	08/15/2024	DISCOVER CARD		863,336.50		**863,336.50**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Interest	08/15/2024	CAPITAL ONE			3,674.20	**3,674.20**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Redemption	08/15/2024	CAPITAL ONE		588,479.98		**588,479.98**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Interest	08/15/2024	TOYOTA AUTO REC			2,550.57	**2,550.57**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Redemption	08/15/2024	TOYOTA AUTO REC		518,195.35		**518,195.35**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Interest	08/15/2024	AMERICAN			24,375.00	**24,375.00**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Redemption	08/15/2024	AMERICAN		1,270,212.57		**1,270,212.57**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Interest	08/15/2024	CAPITAL ONE MULTI			31,200.01	**31,200.01**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Redemption	08/15/2024	CAPITAL ONE MULTI		1,405,030.00		**1,405,030.00**
41776	COMM	345286AC2	FORDO 1.29% MAT	Interest	08/15/2024	FORD CREDIT AUTO			5,286.20	**5,286.20**
41776	COMM	345286AC2	FORDO 1.29% MAT	Redemption	08/15/2024	FORD CREDIT AUTO		554,636.87		**554,636.87**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Interest	08/15/2024	TOYOTA AUTO REC			6,099.85	**6,099.85**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Redemption	08/15/2024	TOYOTA AUTO REC		629,812.21		**629,812.21**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Interest	08/15/2024	HONDA AUTO			20,418.04	**20,418.04**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Redemption	08/15/2024	HONDA AUTO		1,261,500.18		**1,261,500.18**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Interest	08/15/2024	NISSAN AUTO			15,533.06	**15,533.06**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Redemption	08/15/2024	NISSAN AUTO		873,354.36		**873,354.36**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Interest	08/15/2024	JOHN DEERE			9,942.75	**9,942.75**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Redemption	08/15/2024	JOHN DEERE		498,847.99		**498,847.99**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Interest	08/15/2024	AMERICAN			35,912.51	**35,912.51**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Redemption	08/15/2024	AMERICAN		686,031.97		**686,031.97**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Interest	08/15/2024	CAPITAL ONE MULTI			44,333.33	**44,333.33**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Redemption	08/15/2024	CAPITAL ONE MULTI		660,785.75		**660,785.75**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Interest	08/15/2024	HARLEY-DAVIDSON			32,224.55	**32,224.55**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Redemption	08/15/2024	HARLEY-DAVIDSON		1,177,016.95		**1,177,016.95**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Interest	08/15/2024	CARMAX AUTO			33,278.29	**33,278.29**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Redemption	08/15/2024	CARMAX AUTO		839,171.05		**839,171.05**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Interest	08/15/2024	CAPITAL ONE			30,895.10	**30,895.10**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Redemption	08/15/2024	CAPITAL ONE		779,332.34		**779,332.34**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Interest	08/15/2024	ALLY AUTO			46,557.20	**46,557.20**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Redemption	08/15/2024	ALLY AUTO		1,461,944.92		**1,461,944.92**
42184	COMM	44934LAD4	HALST 3.35% MAT	Interest	08/15/2024	HYUNDAI AUTO			5,088.96	**5,088.96**
42184	COMM	44934LAD4	HALST 3.35% MAT	Redemption	08/15/2024	HYUNDAI AUTO		1,822,910.05		**1,822,910.05**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Interest	08/15/2024	AMERICAN			98,875.00	**98,875.00**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Redemption	08/15/2024	AMERICAN		1,109,682.89		**1,109,682.89**
42879	COMM	58770AAC7	MBART 4.51% MAT	Interest	08/15/2024	MERCEDES -BENZ			49,797.91	**49,797.91**
42879	COMM	58770AAC7	MBART 4.51% MAT	Redemption	08/15/2024	MERCEDES -BENZ		349,269.58		**349,269.58**
42890	COMM	891940AC2	TAOT 4.63% MAT	Interest	08/15/2024	TOYOTA AUTO REC			81,024.99	**81,024.99**
42890	COMM	891940AC2	TAOT 4.63% MAT	Redemption	08/15/2024	TOYOTA AUTO REC		580,201.79		**580,201.79**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Interest	08/15/2024	CAPITAL ONE			43,627.08	**43,627.08**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Redemption	08/15/2024	CAPITAL ONE		261,371.15		**261,371.15**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Interest	08/15/2024	HARLEY-DAVIDSON			54,708.33	**54,708.33**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Redemption	08/15/2024	HARLEY-DAVIDSON		329,907.50		**329,907.50**
43065	COMM	448979AD6	HART 4.58% MAT	Interest	08/15/2024	HYUNDAI AUTO			38,166.67	**38,166.67**
43065	COMM	448979AD6	HART 4.58% MAT	Redemption	08/15/2024	HYUNDAI AUTO		311,189.02		**311,189.02**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43089	COMM	254683CW3	DCENT 3.56% MAT	Interest	08/15/2024	DISCOVER CARD			147,517.52	**147,517.52**
43089	COMM	254683CW3	DCENT 3.56% MAT	Redemption	08/15/2024	DISCOVER CARD		1,475,718.20		**1,475,718.20**
43117	COMM	12664QAB0	CNH 5.34% MAT	Interest	08/15/2024	CNH EQUIPMENT			43,911.19	**43,911.19**
43117	COMM	12664QAB0	CNH 5.34% MAT	Redemption	08/15/2024	CNH EQUIPMENT		695,197.63		**695,197.63**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Interest	08/15/2024	NISSAN AUTO			126,841.68	**126,841.68**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Redemption	08/15/2024	NISSAN AUTO		796,718.07		**796,718.07**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Interest	08/15/2024	MERCEDES-BENZ			126,400.00	**126,400.00**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Redemption	08/15/2024	MERCEDES-BENZ		1,085,348.85		**1,085,348.85**
43212	COMM	437927AC0	HAROT 4.93% MAT	Interest	08/15/2024	HONDA AUTO			73,949.99	**73,949.99**
43212	COMM	437927AC0	HAROT 4.93% MAT	Redemption	08/15/2024	HONDA AUTO		459,463.40		**459,463.40**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Interest	08/15/2024	AMERICAN			76,093.74	**76,093.74**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Redemption	08/15/2024	AMERICAN		414,975.65		**414,975.65**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Interest	08/15/2024	DISCOVER CARD			123,249.99	**123,249.99**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Redemption	08/15/2024	DISCOVER CARD		649,417.14		**649,417.14**
43277	COMM	477920AC6	JDOT 5.18% MAT	Interest	08/15/2024	JOHN DEERE			60,433.34	**60,433.34**
43277	COMM	477920AC6	JDOT 5.18% MAT	Redemption	08/15/2024	JOHN DEERE		319,617.82		**319,617.82**
43456	COMM	34529NAB6	FORDL 5.9% MAT	Interest	08/15/2024	FORD CREDIT AUTO			53,158.98	**53,158.98**
43456	COMM	34529NAB6	FORDL 5.9% MAT	Redemption	08/15/2024	FORD CREDIT AUTO		1,555,457.52		**1,555,457.52**
43476	COMM	233868AC2	DTRT 5.9% MAT	Interest	08/15/2024	DAIMLET TRUCKS			132,750.01	**132,750.01**
43476	COMM	233868AC2	DTRT 5.9% MAT	Redemption	08/15/2024	DAIMLET TRUCKS		829,729.78		**829,729.78**
43477	COMM	41285YAB1	HDMOT 5.92% MAT	Interest	08/15/2024	HARLEY-DAVIDSON			55,129.50	**55,129.50**
43477	COMM	41285YAB1	HDMOT 5.92% MAT	Redemption	08/15/2024	HARLEY-DAVIDSON		1,218,050.10		**1,218,050.10**
43505	COMM	14044EAB4	COPAR 5.91% MAT	Interest	08/15/2024	CAPITAL ONE			142,034.80	**142,034.80**
43505	COMM	14044EAB4	COPAR 5.91% MAT	Redemption	08/15/2024	CAPITAL ONE		2,769,760.66		**2,769,760.66**
43542	COMM	58769FAB1	MBART 5.92% MAT	Interest	08/15/2024	MERCEDES -BENZ			73,056.22	**73,056.22**
43542	COMM	58769FAB1	MBART 5.92% MAT	Redemption	08/15/2024	MERCEDES -BENZ		1,563,615.30		**1,563,615.30**
43562	COMM	44918CAD4	HART 5.54% MAT	Interest	08/15/2024	HYUNDAI AUTO			36,933.34	**36,933.34**
43562	COMM	44918CAD4	HART 5.54% MAT	Redemption	08/15/2024	HYUNDAI AUTO		148,345.04		**148,345.04**
43811	COMM	39154TCH9	GREATA 5.32% MAT	Interest	08/15/2024	Great America Leasin			59,850.00	**59,850.00**
43811	COMM	39154TCH9	GREATA 5.32% MAT	Redemption	08/15/2024	Great America Leasin		506,260.88		**506,260.88**
43894	COMM	437918AC9	HAROT 5.21% MAT	Interest	08/15/2024	HONDA AUTO			112,883.34	**112,883.34**
43894	COMM	437918AC9	HAROT 5.21% MAT	Redemption	08/15/2024	HONDA AUTO		502,959.30		**502,959.30**
43954	COMM	47800RAD5	JDOT 4.96% MAT	Interest	08/15/2024	JOHN DEERE			33,893.33	**33,893.33**
43954	COMM	47800RAD5	JDOT 4.96% MAT	Redemption	08/15/2024	JOHN DEERE		148,414.60		**148,414.60**
44066	COMM	981946AC0	WOLS 5.829359%	Interest	08/15/2024	WORLD OMNI			29,798.29	**29,798.29**
44066	COMM	981946AC0	WOLS 5.829359%	Redemption	08/15/2024	WORLD OMNI		177,656.64		**177,656.64**
44096	COMM	02582JKH2	AMXCA 5.23% MAT	Interest	08/15/2024	AMERICAN			196,124.99	**196,124.99**
44096	COMM	02582JKH2	AMXCA 5.23% MAT	Redemption	08/15/2024	AMERICAN		713,114.09		**713,114.09**
44212	COMM	412922AC0	HDMOT 5.54% MAT	Interest	08/15/2024	HARLEY-DAVIDSON			93,975.00	**93,975.00**
44212	COMM	412922AC0	HDMOT 5.54% MAT	Redemption	08/15/2024	HARLEY-DAVIDSON		339,817.74		**339,817.74**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44219	COMM	18978JAB4	CNH 5.420% MAT	Interest	08/15/2024	CNH EQUIPMENT			40,650.00	**40,650.00**
44219	COMM	18978JAB4	CNH 5.420% MAT	Redemption	08/15/2024	CNH EQUIPMENT		215,949.01		**215,949.01**
44231	COMM	58770JAD6	MBALT 5.66% MAT	Interest	08/15/2024	MERCEDES-BENZ			53,200.00	**53,200.00**
44231	COMM	58770JAD6	MBALT 5.66% MAT	Redemption	08/15/2024	MERCEDES-BENZ		258,240.91		**258,240.91**
44334	COMM	47786WAB6	JDOT 5.42% MAT	Interest	08/15/2024	JOHN DEERE			144,533.34	**144,533.34**
44334	COMM	47786WAB6	JDOT 5.42% MAT	Redemption	08/15/2024	JOHN DEERE		856,335.30		**856,335.30**
44580	COMM	16536HHK0	CHES DISC NOTE	Purchase	08/16/2024	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
44582	COMM	313384C64	FHLB DISC NOTE	Purchase	08/16/2024	FHLB NOTES	249,890,625.00			**-249,890,625.00**
44583	COMM	313384C64	FHLB DISC NOTE	Purchase	08/16/2024	FHLB NOTES	149,934,375.00			**-149,934,375.00**
44579	COMM	5148X0HK4	LANDES DISC NOTE	Purchase	08/16/2024	LANDES	124,944,687.50			**-124,944,687.50**
44581	COMM	63873JHK9	NATXNY DISC NOTE	Purchase	08/16/2024	NATIXIS NY	49,977,875.00			**-49,977,875.00**
44574	COMM	5148X0HG3	LANDES DISC NOTE	Redemption	08/16/2024	LANDES		125,000,000.00		**125,000,000.00**
44575	COMM	16536HHG9	CHES DISC NOTE	Redemption	08/16/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44576	COMM	63873JHG8	NATXNY DISC NOTE	Redemption	08/16/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44577	COMM	313384C31	FHLB DISC NOTE	Redemption	08/16/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44578	COMM	313384C31	FHLB DISC NOTE	Redemption	08/16/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Interest	08/16/2024	GM FINANCIAL			20,815.05	**20,815.05**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Redemption	08/16/2024	GM FINANCIAL		588,412.06		**588,412.06**
44588	COMM	16536HHL8	CHES DISC NOTE	Purchase	08/19/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44590	COMM	313384C72	FHLB DISC NOTE	Purchase	08/19/2024	FHLB NOTES	249,963,541.65			**-249,963,541.65**
44591	COMM	313384C72	FHLB DISC NOTE	Purchase	08/19/2024	FHLB NOTES	149,978,125.50			**-149,978,125.50**
44587	COMM	5148X0HL2	LANDES DISC NOTE	Purchase	08/19/2024	LANDES	124,981,562.50			**-124,981,562.50**
44589	COMM	63873JHL7	NATXNY DISC NOTE	Purchase	08/19/2024	NATIXIS NY	49,992,625.00			**-49,992,625.00**
44579	COMM	5148X0HK4	LANDES DISC NOTE	Redemption	08/19/2024	LANDES		125,000,000.00		**125,000,000.00**
44580	COMM	16536HHK0	CHES DISC NOTE	Redemption	08/19/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44581	COMM	63873JHK9	NATXNY DISC NOTE	Redemption	08/19/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44582	COMM	313384C64	FHLB DISC NOTE	Redemption	08/19/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44583	COMM	313384C64	FHLB DISC NOTE	Redemption	08/19/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
40550	COMM	3136G4H63	FEDERAL NATL MTG	Interest	08/19/2024	FNMA NOTES			31,625.00	**31,625.00**
40551	COMM	3136G4H63	FEDERAL NATL MTG	Interest	08/19/2024	FNMA NOTES			27,500.00	**27,500.00**
40552	COMM	3136G4H63	FEDERAL NATL MTG	Interest	08/19/2024	FNMA NOTES			41,250.00	**41,250.00**
41842	COMM	3133ENNY2	FEDERAL FARM CR	Interest	08/19/2024	FFCB NOTES			262,500.00	**262,500.00**
42484	COMM	3133ENF96	FFCB 3.96% MAT	Interest	08/19/2024	FFCB NOTES			396,000.00	**396,000.00**
43789	COMM	22532XWQ7	CRA 5.61% MAT	Interest	08/19/2024	CREDIT AGRICOLE			336,212.50	**336,212.50**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Interest	08/19/2024	HONDA AUTO			1,291.77	**1,291.77**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Redemption	08/19/2024	HONDA AUTO		712,090.57		**712,090.57**
44593	COMM	16536HHM6	CHES DISC NOTE	Purchase	08/20/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44595	COMM	313384C80	FHLB DISC NOTE	Purchase	08/20/2024	FHLB NOTES	249,963,541.65			**-249,963,541.65**
44596	COMM	313384C80	FHLB DISC NOTE	Purchase	08/20/2024	FHLB NOTES	149,978,125.50			**-149,978,125.50**
44592	COMM	5148X0HM0	LANDES DISC NOTE	Purchase	08/20/2024	LANDES	124,981,562.50			**-124,981,562.50**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44594	COMM	63873JHM5	NATXNY DISC NOTE	Purchase	08/20/2024	NATIXIS NY	49,992,625.00			**-49,992,625.00**
44587	COMM	5148X0HL2	LANDES DISC NOTE	Redemption	08/20/2024	LANDES		125,000,000.00		**125,000,000.00**
44588	COMM	16536HHL8	CHES DISC NOTE	Redemption	08/20/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44589	COMM	63873JHL7	NATXNY DISC NOTE	Redemption	08/20/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44590	COMM	313384C72	FHLB DISC NOTE	Redemption	08/20/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44591	COMM	313384C72	FHLB DISC NOTE	Redemption	08/20/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
40553	COMM	037833DX5	AAPL 0.55% MAT	Interest	08/20/2024	APPLE INC			82,500.00	**82,500.00**
41652	COMM	3130ANMH0	FEDERAL HOME	Interest	08/20/2024	FHLB NOTES			137,500.00	**137,500.00**
42245	COMM	3130ANMH0	FEDERAL HOME	Interest	08/20/2024	FHLB NOTES			56,182.50	**56,182.50**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Interest	08/20/2024	DLLST LLC			2.85	**2.85**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Redemption	08/20/2024	DLLST LLC		1,005.23		**1,005.23**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Interest	08/20/2024	TOYOTA LEASE			90,383.33	**90,383.33**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Redemption	08/20/2024	TOYOTA LEASE		1,061,865.46		**1,061,865.46**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Interest	08/20/2024	VERIZON MASTER			163,000.00	**163,000.00**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Redemption	08/20/2024	VERIZON MASTER		917,735.72		**917,735.72**
43248	COMM	92867WAB4	VALET 5.5% MAT	Interest	08/20/2024	VOLKSWAGEN			44,136.23	**44,136.23**
43248	COMM	92867WAB4	VALET 5.5% MAT	Redemption	08/20/2024	VOLKSWAGEN		1,015,482.87		**1,015,482.87**
43336	COMM	88167PAC2	TESLA 5.89% MAT	Interest	08/20/2024	TESLA AUTO LEASE			19,633.33	**19,633.33**
43336	COMM	88167PAC2	TESLA 5.89% MAT	Redemption	08/20/2024	TESLA AUTO LEASE		165,866.35		**165,866.35**
43457	COMM	92867UAB8	VWALT 5.87% MAT	Interest	08/20/2024	VOLKSWAGEN			116,406.05	**116,406.05**
43457	COMM	92867UAB8	VWALT 5.87% MAT	Redemption	08/20/2024	VOLKSWAGEN		2,591,534.13		**2,591,534.13**
43771	COMM	92348KCL5	VZMT 5.% MAT	Interest	08/20/2024	VERIZON MASTER			72,916.67	**72,916.67**
43771	COMM	92348KCL5	VZMT 5.% MAT	Redemption	08/20/2024	VERIZON MASTER		315,947.92		**315,947.92**
44146	COMM	362548AD1	GMALT 5.05% MAT	Interest	08/20/2024	GM FIN'CL AUTO			94,489.75	**94,489.75**
44146	COMM	362548AD1	GMALT 5.05% MAT	Redemption	08/20/2024	GM FIN'CL AUTO		940,693.90		**940,693.90**
44599	COMM	16536HHN4	CHES DISC NOTE	Purchase	08/21/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44601	COMM	313384C98	FHLB DISC NOTE	Purchase	08/21/2024	FHLB NOTES	249,963,611.10			**-249,963,611.10**
44602	COMM	313384C98	FHLB DISC NOTE	Purchase	08/21/2024	FHLB NOTES	149,978,166.00			**-149,978,166.00**
44598	COMM	5148X0HN8	LANDES DISC NOTE	Purchase	08/21/2024	LANDES	124,981,562.50			**-124,981,562.50**
44600	COMM	63873JHN3	NATXNY DISC NOTE	Purchase	08/21/2024	NATIXIS NY	49,992,625.00			**-49,992,625.00**
44629	COMM	73328AAD1	PILOT 4.67% MAT	Purchase	08/21/2024	Porsche Innovative L	7,499,175.75			**-7,499,175.75**
44592	COMM	5148X0HM0	LANDES DISC NOTE	Redemption	08/21/2024	LANDES		125,000,000.00		**125,000,000.00**
44593	COMM	16536HHM6	CHES DISC NOTE	Redemption	08/21/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44594	COMM	63873JHM5	NATXNY DISC NOTE	Redemption	08/21/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44595	COMM	313384C80	FHLB DISC NOTE	Redemption	08/21/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44596	COMM	313384C80	FHLB DISC NOTE	Redemption	08/21/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Interest	08/21/2024	HONDA AUTO			3,667.97	**3,667.97**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Redemption	08/21/2024	HONDA AUTO		613,400.51		**613,400.51**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Interest	08/21/2024	HONDA AUTO			54,600.00	**54,600.00**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Redemption	08/21/2024	HONDA AUTO		406,555.41		**406,555.41**

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43617	COMM	438123AB7	HAROT 5.87% MAT	Interest	08/21/2024	HONDA AUTO			128,556.54	**128,556.54**
43617	COMM	438123AB7	HAROT 5.87% MAT	Redemption	08/21/2024	HONDA AUTO		2,432,840.07		**2,432,840.07**
44604	COMM	16536HHP9	CHES DISC NOTE	Purchase	08/22/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44663	COMM	31424WNA6	FARMER MAC	Purchase	08/22/2024	FARMER MAC	35,000,000.00			**-35,000,000.00**
44606	COMM	313384D22		Purchase	08/22/2024	FHLB NOTES	249,963,611.10			**-249,963,611.10**
44607	COMM	313384D22		Purchase	08/22/2024	FHLB NOTES	149,978,166.00			**-149,978,166.00**
44603	COMM	5148X0HP3	LANDES DISC NOTE	Purchase	08/22/2024	LANDES	124,981,562.50			**-124,981,562.50**
44605	COMM	63873JHP8	NATXNY DISC NOTE	Purchase	08/22/2024	NATIXIS NY	49,992,625.00			**-49,992,625.00**
42494	COMM	21688AAU6	COOPERATIEVE	Redemption	08/22/2024	RABOBANK		15,000,000.00		**15,000,000.00**
44598	COMM	5148X0HN8	LANDES DISC NOTE	Redemption	08/22/2024	LANDES		125,000,000.00		**125,000,000.00**
44599	COMM	16536HHN4	CHES DISC NOTE	Redemption	08/22/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44600	COMM	63873JHN3	NATXNY DISC NOTE	Redemption	08/22/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44601	COMM	313384C98	FHLB DISC NOTE	Redemption	08/22/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44602	COMM	313384C98	FHLB DISC NOTE	Redemption	08/22/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
41860	COMM	3133ENPX2	FEDERAL FARM CR	Interest	08/22/2024	FFCB NOTES			180,000.00	**180,000.00**
42494	COMM	21688AAU6	COOPERATIEVE	Interest	08/22/2024	RABOBANK			290,625.00	**290,625.00**
44609	COMM	16536HHS3	CHES DISC NOTE	Purchase	08/23/2024	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
44611	COMM	313384D55	FHLB DISC NOTE	Purchase	08/23/2024	FHLB NOTES	249,890,833.35			**-249,890,833.35**
44612	COMM	313384D55	FHLB DISC NOTE	Purchase	08/23/2024	FHLB NOTES	149,934,499.50			**-149,934,499.50**
44608	COMM	5148X0HS7	LANDES DISC NOTE	Purchase	08/23/2024	LANDES	124,944,687.50			**-124,944,687.50**
44610	COMM	63873JHS2	NATXNY DISC NOTE	Purchase	08/23/2024	NATIXIS NY	49,977,875.00			**-49,977,875.00**
43535	COMM	90275DSD3	UBSNCT 5.91% MAT	Redemption	08/23/2024	UBS AG STAMFORD		75,000,000.00		**75,000,000.00**
44603	COMM	5148X0HP3	LANDES DISC NOTE	Redemption	08/23/2024	LANDES		125,000,000.00		**125,000,000.00**
44604	COMM	16536HHP9	CHES DISC NOTE	Redemption	08/23/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44605	COMM	63873JHP8	NATXNY DISC NOTE	Redemption	08/23/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44606	COMM	313384D22		Redemption	08/23/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44607	COMM	313384D22		Redemption	08/23/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
43535	COMM	90275DSD3	UBSNCT 5.91% MAT	Interest	08/23/2024	UBS AG STAMFORD			3,743,000.03	**3,743,000.03**
40976	COMM	3137FATE8	FHLMCM 2.982%	Interest	08/25/2024	FHLMC			30,948.57	**30,948.57**
40976	COMM	3137FATE8	FHLMCM 2.982%	Redemption	08/25/2024	FHLMC		6,754,213.42		**6,754,213.42**
44614	COMM	16536HHT1	CHES DISC NOTE	Purchase	08/26/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44616	COMM	313384D63		Purchase	08/26/2024	FHLB NOTES	249,963,611.10			**-249,963,611.10**
44617	COMM	313384D63		Purchase	08/26/2024	FHLB NOTES	149,978,166.00			**-149,978,166.00**
44613	COMM	5148X0HT5	LANDES DISC NOTE	Purchase	08/26/2024	LANDES	124,981,562.50			**-124,981,562.50**
44615	COMM	63873JHT0	NATXNY DISC NOTE	Purchase	08/26/2024	NATIXIS NY	49,992,625.00			**-49,992,625.00**
40976	COMM	3137FATE8	FHLMCM 2.982%	Redemption	08/26/2024	FHLMC		13,455,835.56		**13,455,835.56**
40976	COMM	3137FATE8	FHLMCM 2.982%	Cap G/L	08/26/2024	FHLMC		-1,001,683.56		**-1,001,683.56**
43963	COMM	19121AHS3	KOPP DISC NOTE	Redemption	08/26/2024	COCA-COLA CO		50,000,000.00		**50,000,000.00**
44608	COMM	5148X0HS7	LANDES DISC NOTE	Redemption	08/26/2024	LANDES		125,000,000.00		**125,000,000.00**
44609	COMM	16536HHS3	CHES DISC NOTE	Redemption	08/26/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**

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44610	COMM	63873JHS2	NATXNY DISC NOTE	Redemption	08/26/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44611	COMM	313384D55	FHLB DISC NOTE	Redemption	08/26/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44612	COMM	313384D55	FHLB DISC NOTE	Redemption	08/26/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
40555	COMM	3135G05X7	FEDERAL NATL MTG	Interest	08/26/2024	FNMA NOTES			56,250.00	**56,250.00**
40575	COMM	3136G4X40	FEDERAL NATL MTG	Interest	08/26/2024	FNMA NOTES			37,920.00	**37,920.00**
40968	COMM	3130ALDL5	FEDERAL HOME	Interest	08/26/2024	FHLB NOTES			109,375.00	**109,375.00**
40971	COMM	3135G05X7	FEDERAL NATL MTG	Interest	08/26/2024	FNMA NOTES			28,125.00	**28,125.00**
40998	COMM	3135G05X7	FEDERAL NATL MTG	Interest	08/26/2024	FNMA NOTES			28,125.00	**28,125.00**
41006	COMM	3135G05X7	FEDERAL NATL MTG	Interest	08/26/2024	FNMA NOTES			28,125.00	**28,125.00**
41057	COMM	3130ALCV4	FEDERAL HOME	Interest	08/26/2024	FHLB NOTES			56,250.00	**56,250.00**
41332	COMM	3130ANWF3	FEDERAL HOME	Interest	08/26/2024	FHLB NOTES			218,250.00	**218,250.00**
41537	COMM	3135G05X7	FEDERAL NATL MTG	Interest	08/26/2024	FNMA NOTES			46,875.00	**46,875.00**
41559	COMM	3135G05X7	FEDERAL NATL MTG	Interest	08/26/2024	FNMA NOTES			18,750.00	**18,750.00**
41640	COMM	3130AKZ25	FEDERAL HOME	Interest	08/26/2024	FHLB NOTES			59,475.00	**59,475.00**
41809	COMM	3136G4W41	FEDERAL NATL MTG	Interest	08/26/2024	FNMA NOTES			97,500.00	**97,500.00**
42344	COMM	3135G05X7	FEDERAL NATL MTG	Interest	08/26/2024	FNMA NOTES			18,750.00	**18,750.00**
43211	COMM	3133EPLC7	FEDERAL FARM CR	Interest	08/26/2024	FFCB NOTES			515,625.00	**515,625.00**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	08/26/2024	FHLMC			13,134.18	**13,134.18**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	08/26/2024	FHLMC		301,292.48		**301,292.48**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Interest	08/26/2024	FHLMC			19,839.78	**19,839.78**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Redemption	08/26/2024	FHLMC		16,325.76		**16,325.76**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	08/26/2024	FHLMC			14,541.38	**14,541.38**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	08/26/2024	FHLMC		248,293.20		**248,293.20**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Interest	08/26/2024	FHLMC			566.34	**566.34**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Redemption	08/26/2024	FHLMC		127,404.87		**127,404.87**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	08/26/2024	FHLMC			29,637.71	**29,637.71**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	08/26/2024	FHLMC		25,095.28		**25,095.28**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	08/26/2024	FHLMC			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	08/26/2024	FHLMC		479,321.39		**479,321.39**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Interest	08/26/2024	FNMA			19,726.94	**19,726.94**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Redemption	08/26/2024	FNMA		2,794,926.75		**2,794,926.75**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	08/26/2024	FHLMC			2,626.81	**2,626.81**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	08/26/2024	FHLMC		687.33		**687.33**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	08/26/2024	FHLMC			29,837.50	**29,837.50**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	08/26/2024	FHLMC		3,226,143.04		**3,226,143.04**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	08/26/2024	FNMA			19,395.06	**19,395.06**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	08/26/2024	FNMA		15,264.50		**15,264.50**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	08/26/2024	FHLMC			1,446.22	**1,446.22**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	08/26/2024	FHLMC		66,608.34		**66,608.34**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	08/26/2024	FHLMC			11,250.00	**11,250.00**

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41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	08/26/2024	FHLMC				**0.00**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	08/26/2024	FHLMC			4,865.66	**4,865.66**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	08/26/2024	FHLMC		16,996.42		**16,996.42**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Interest	08/26/2024	FHLMC			33,824.52	**33,824.52**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Redemption	08/26/2024	FHLMC		18,693.48		**18,693.48**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Interest	08/26/2024	FHLMC			15,921.45	**15,921.45**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Redemption	08/26/2024	FHLMC		158,571.80		**158,571.80**
41222	COMM	3137H14A1	FHLMCM 0.854%	Interest	08/26/2024	FHLMC			11,183.18	**11,183.18**
41222	COMM	3137H14A1	FHLMCM 0.854%	Redemption	08/26/2024	FHLMC		341,823.36		**341,823.36**
41228	COMM	3136AUG21	FNMAM 2.49552%	Interest	08/26/2024	FNMA			36,896.26	**36,896.26**
41228	COMM	3136AUG21	FNMAM 2.49552%	Redemption	08/26/2024	FNMA		26,673.50		**26,673.50**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Interest	08/26/2024	FHLMC			27,125.00	**27,125.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Redemption	08/26/2024	FHLMC		625,632.96		**625,632.96**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Interest	08/26/2024	FNMA			7,474.04	**7,474.04**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Redemption	08/26/2024	FNMA		3,791.61		**3,791.61**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Interest	08/26/2024	FHLMC SINGLE			12,292.16	**12,292.16**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Redemption	08/26/2024	FHLMC SINGLE		198,768.98		**198,768.98**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Interest	08/26/2024	FNMA SINGLE			11,470.20	**11,470.20**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Redemption	08/26/2024	FNMA SINGLE		296,003.10		**296,003.10**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Interest	08/26/2024	FNMA SINGLE			20,468.02	**20,468.02**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Redemption	08/26/2024	FNMA SINGLE		305,816.98		**305,816.98**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Interest	08/26/2024	FHLMC SINGLE			18,351.98	**18,351.98**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Redemption	08/26/2024	FHLMC SINGLE		271,660.84		**271,660.84**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Interest	08/26/2024	FNMA SINGLE			16,100.18	**16,100.18**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Redemption	08/26/2024	FNMA SINGLE		210,350.20		**210,350.20**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Interest	08/26/2024	FHLMC			32,313.95	**32,313.95**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Redemption	08/26/2024	FHLMC		96,955.21		**96,955.21**
41803	COMM	3137BEVH4	FHLMC REMIC	Interest	08/26/2024	FHLMC			18,700.07	**18,700.07**
41803	COMM	3137BEVH4	FHLMC REMIC	Redemption	08/26/2024	FHLMC		4,894,662.40		**4,894,662.40**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Interest	08/26/2024	FNMA			24,509.85	**24,509.85**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Redemption	08/26/2024	FNMA		17,150.21		**17,150.21**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Interest	08/26/2024	FHLMC			36,222.62	**36,222.62**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Redemption	08/26/2024	FHLMC		68,808.64		**68,808.64**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	08/26/2024	FNMA			93,430.56	**93,430.56**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	08/26/2024	FNMA		2,083,976.25		**2,083,976.25**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Interest	08/26/2024	FHLMC			36,909.82	**36,909.82**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Redemption	08/26/2024	FHLMC		33,000.00		**33,000.00**
42093	COMM	3137F1G44	FHLMCM 3.243%	Interest	08/26/2024	FHLMC			94,587.50	**94,587.50**
42093	COMM	3137F1G44	FHLMCM 3.243%	Redemption	08/26/2024	FHLMC		1,169,906.53		**1,169,906.53**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Interest	08/26/2024	FHLMC			107,466.68	**107,466.68**

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42099	COMM	3137BXQY1	FHLMCM 3.224%	Redemption	08/26/2024	FHLMC		1,370,762.92		**1,370,762.92**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Interest	08/26/2024	FHLMC			90,912.50	**90,912.50**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Redemption	08/26/2024	FHLMC				**0.00**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Interest	08/26/2024	FNMA NOTES			82,504.71	**82,504.71**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Redemption	08/26/2024	FNMA NOTES		1,187,259.30		**1,187,259.30**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Interest	08/26/2024	FNMA			42,538.89	**42,538.89**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Redemption	08/26/2024	FNMA		799,498.65		**799,498.65**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Interest	08/26/2024	FNMA			107,666.36	**107,666.36**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Redemption	08/26/2024	FNMA		70,761.36		**70,761.36**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	08/26/2024	FNMA			32,812.50	**32,812.50**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	08/26/2024	FNMA				**0.00**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	08/26/2024	FNMA			32,812.50	**32,812.50**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	08/26/2024	FNMA		692,615.95		**692,615.95**
42150	COMM	3137F1G44	FHLMCM 3.243%	Interest	08/26/2024	FHLMC			54,050.00	**54,050.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Redemption	08/26/2024	FHLMC				**0.00**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Interest	08/26/2024	FNMA			44,261.11	**44,261.11**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Redemption	08/26/2024	FNMA		889,306.57		**889,306.57**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Interest	08/26/2024	BMW VEHICLE			21,385.59	**21,385.59**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Redemption	08/26/2024	BMW VEHICLE		731,593.90		**731,593.90**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Interest	08/26/2024	FHLMC			51,604.78	**51,604.78**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Redemption	08/26/2024	FHLMC		10,600.50		**10,600.50**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Interest	08/26/2024	FNMA			56,575.00	**56,575.00**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Redemption	08/26/2024	FNMA		1,152,755.39		**1,152,755.39**
42205	COMM	3137FMD25	FHLMCM 2.875%	Interest	08/26/2024	FHLMC			47,772.91	**47,772.91**
42205	COMM	3137FMD25	FHLMCM 2.875%	Redemption	08/26/2024	FHLMC		974,108.35		**974,108.35**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	08/26/2024	FNMA			17,500.00	**17,500.00**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	08/26/2024	FNMA				**0.00**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Interest	08/26/2024	FHLMC			29,255.59	**29,255.59**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Redemption	08/26/2024	FHLMC		307,590.04		**307,590.04**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Interest	08/26/2024	FNMA			28,474.43	**28,474.43**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Redemption	08/26/2024	FNMA		15,201.93		**15,201.93**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Interest	08/26/2024	FHLMC			54,800.00	**54,800.00**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Redemption	08/26/2024	FHLMC		672,027.79		**672,027.79**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Interest	08/26/2024	FHLMC			21,900.00	**21,900.00**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Redemption	08/26/2024	FHLMC		913,708.24		**913,708.24**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Interest	08/26/2024	FNMA			26,694.44	**26,694.44**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Redemption	08/26/2024	FNMA		575,716.25		**575,716.25**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Interest	08/26/2024	FNMA NOTES			83,355.56	**83,355.56**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Redemption	08/26/2024	FNMA NOTES		1,726,198.76		**1,726,198.76**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Interest	08/26/2024	BMW VEHICLE			17,743.75	**17,743.75**

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42927	COMM	05593AAC3	BMWLT 5.16% MAT	Redemption	08/26/2024	BMW VEHICLE		528,384.33		**528,384.33**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Interest	08/26/2024	FHLMC			38,323.01	**38,323.01**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Redemption	08/26/2024	FHLMC		925,162.66		**925,162.66**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Interest	08/26/2024	FHLMC			141,910.26	**141,910.26**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Redemption	08/26/2024	FHLMC		54,951.30		**54,951.30**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Interest	08/26/2024	FNMA			48,171.07	**48,171.07**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Redemption	08/26/2024	FNMA		34,860.54		**34,860.54**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Interest	08/26/2024	FHLMC			78,189.54	**78,189.54**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Redemption	08/26/2024	FHLMC		528,204.30		**528,204.30**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Interest	08/26/2024	FHLMC			115,378.55	**115,378.55**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Redemption	08/26/2024	FHLMC		753,805.79		**753,805.79**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Interest	08/26/2024	FNMA			91,007.96	**91,007.96**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Redemption	08/26/2024	FNMA		585,452.12		**585,452.12**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Interest	08/26/2024	FREDDIE MAC			19,017.03	**19,017.03**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Redemption	08/26/2024	FREDDIE MAC		45,638.01		**45,638.01**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Interest	08/26/2024	FNMA			116,043.18	**116,043.18**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Redemption	08/26/2024	FNMA		772,658.79		**772,658.79**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Interest	08/26/2024	FNMA			75,993.06	**75,993.06**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Redemption	08/26/2024	FNMA		702,090.45		**702,090.45**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Interest	08/26/2024	FNMA			89,770.83	**89,770.83**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Redemption	08/26/2024	FNMA		606,924.98		**606,924.98**
43243	COMM	3137FHQ22	FHLMCM 3.37% MAT	Interest	08/26/2024	FHLMC			35,073.75	**35,073.75**
43243	COMM	3137FHQ22	FHLMCM 3.37% MAT	Redemption	08/26/2024	FHLMC		12,874.78		**12,874.78**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Interest	08/26/2024	FNMA			85,468.46	**85,468.46**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Redemption	08/26/2024	FNMA		508,824.28		**508,824.28**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Interest	08/26/2024	FHLMC			72,657.40	**72,657.40**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Redemption	08/26/2024	FHLMC		10,415.75		**10,415.75**
43504	COMM	055979AB4	BMWLT 5.95% MAT	Interest	08/26/2024	BMW VEHICLE			35,847.44	**35,847.44**
43504	COMM	055979AB4	BMWLT 5.95% MAT	Redemption	08/26/2024	BMW VEHICLE		1,636,447.44		**1,636,447.44**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Interest	08/26/2024	FNMA			89,619.91	**89,619.91**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Redemption	08/26/2024	FNMA		456,163.38		**456,163.38**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Interest	08/26/2024	FHLMC			53,791.87	**53,791.87**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Redemption	08/26/2024	FHLMC		289,437.18		**289,437.18**
43628	COMM	3137BLVK1	FHLMCM 3.116%	Interest	08/26/2024	FHLMC			66,215.01	**66,215.01**
43628	COMM	3137BLVK1	FHLMCM 3.116%	Redemption	08/26/2024	FHLMC		1,979,261.50		**1,979,261.50**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Interest	08/26/2024	FREDDIE MAC			119,787.10	**119,787.10**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Redemption	08/26/2024	FREDDIE MAC		564,701.25		**564,701.25**
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Interest	08/26/2024	FHLMC			85,050.00	**85,050.00**
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Redemption	08/26/2024	FHLMC		390,221.60		**390,221.60**
43889	COMM	3132XFND6	FHLMC 5.% MAT	Interest	08/26/2024	FHLMC			177,070.27	**177,070.27**

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43889	COMM	3132XFND6	FHLMC 5.% MAT	Redemption	08/26/2024	FHLMC		809,933.31		**809,933.31**
44063	COMM	3142FFGN1	FNMAM 4.6% MAT	Interest	08/26/2024	FNMA			158,444.44	**158,444.44**
44063	COMM	3142FFGN1	FNMAM 4.6% MAT	Redemption	08/26/2024	FNMA		684,682.45		**684,682.45**
44297	COMM	096919AD7	BMWOT 5.18% MAT	Interest	08/26/2024	BMW VEHICLE			73,383.34	**73,383.34**
44297	COMM	096919AD7	BMWOT 5.18% MAT	Redemption	08/26/2024	BMW VEHICLE		274,553.69		**274,553.69**
44491	COMM	3136B06Q4	FNMA 5.77% MAT	Interest	08/26/2024	FNMA NOTES			24,987.60	**24,987.60**
44491	COMM	3136B06Q4	FNMA 5.77% MAT	Redemption	08/26/2024	FNMA NOTES		5,109.62		**5,109.62**
44619	COMM	16536HHU8	CHES DISC NOTE	Purchase	08/27/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44622	COMM	313384D71	FHLB DISC NOTE	Purchase	08/27/2024	FHLB NOTES	249,963,611.10			**-249,963,611.10**
44623	COMM	313384D71	FHLB DISC NOTE	Purchase	08/27/2024	FHLB NOTES	149,978,166.00			**-149,978,166.00**
44618	COMM	5148X0HU2	LANDES DISC NOTE	Purchase	08/27/2024	LANDES	124,981,562.50			**-124,981,562.50**
44621	COMM	63873JHU7	NATXNY DISC NOTE	Purchase	08/27/2024	NATIXIS NY	49,992,569.44			**-49,992,569.44**
44613	COMM	5148X0HT5	LANDES DISC NOTE	Redemption	08/27/2024	LANDES		125,000,000.00		**125,000,000.00**
44614	COMM	16536HHT1	CHES DISC NOTE	Redemption	08/27/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44615	COMM	63873JHT0	NATXNY DISC NOTE	Redemption	08/27/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44616	COMM	313384D63		Redemption	08/27/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44617	COMM	313384D63		Redemption	08/27/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
43915	COMM	14913UAF7	CATERPILLAR FINL	Interest	08/27/2024	CATERPILLAR			1,010,000.00	**1,010,000.00**
44625	COMM	16536HHV6	CHES DISC NOTE	Purchase	08/28/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44627	COMM	313384D89	FHLB DISC NOTE	Purchase	08/28/2024	FHLB NOTES	249,963,675.00			**-249,963,675.00**
44628	COMM	313384D89	FHLB DISC NOTE	Purchase	08/28/2024	FHLB NOTES	149,978,208.00			**-149,978,208.00**
44624	COMM	5148X0HV0	LANDES DISC NOTE	Purchase	08/28/2024	LANDES	124,981,562.50			**-124,981,562.50**
44626	COMM	63873JHV5	NATXNY DISC NOTE	Purchase	08/28/2024	NATIXIS NY	49,992,625.00			**-49,992,625.00**
44631	COMM	21688ABG6	RABO 5.975515%	Purchase	08/28/2024	RABOBANK	25,000,000.00			**-25,000,000.00**
44618	COMM	5148X0HU2	LANDES DISC NOTE	Redemption	08/28/2024	LANDES		125,000,000.00		**125,000,000.00**
44619	COMM	16536HHU8	CHES DISC NOTE	Redemption	08/28/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44621	COMM	63873JHU7	NATXNY DISC NOTE	Redemption	08/28/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44622	COMM	313384D71	FHLB DISC NOTE	Redemption	08/28/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44623	COMM	313384D71	FHLB DISC NOTE	Redemption	08/28/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
42965	COMM	3130AV7L0	FEDERAL HOME	Interest	08/28/2024	FHLB NOTES			1,000,000.00	**1,000,000.00**
44309	COMM	3133ERFV8	FFCB 5.53% MAT	Interest	08/28/2024	FFCB NOTES			567,611.11	**567,611.11**
44633	COMM	16536HHW4	CHES DISC NOTE	Purchase	08/29/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44635	COMM	313384D97	FHLB DISC NOTE	Purchase	08/29/2024	FHLB NOTES	249,963,750.00			**-249,963,750.00**
44636	COMM	313384D97	FHLB DISC NOTE	Purchase	08/29/2024	FHLB NOTES	149,978,250.00			**-149,978,250.00**
44632	COMM	5148X0HW8	LANDES DISC NOTE	Purchase	08/29/2024	LANDES	124,981,562.50			**-124,981,562.50**
44634	COMM	63873JHW3	NATXNY DISC NOTE	Purchase	08/29/2024	NATIXIS NY	49,992,625.00			**-49,992,625.00**
44624	COMM	5148X0HV0	LANDES DISC NOTE	Redemption	08/29/2024	LANDES		125,000,000.00		**125,000,000.00**
44625	COMM	16536HHV6	CHES DISC NOTE	Redemption	08/29/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44626	COMM	63873JHV5	NATXNY DISC NOTE	Redemption	08/29/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44627	COMM	313384D89	FHLB DISC NOTE	Redemption	08/29/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**

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44628	COMM	313384D89	FHLB DISC NOTE	Redemption	08/29/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
44638	COMM	16536HJ36	CHES DISC NOTE	Purchase	08/30/2024	CHESHAM FINANCE	74,955,583.33			**-74,955,583.33**
44639	COMM	313384E54	FHLB DISC NOTE	Purchase	08/30/2024	FHLB NOTES	99,942,440.00			**-99,942,440.00**
44640	COMM	313384E54	FHLB DISC NOTE	Purchase	08/30/2024	FHLB NOTES	149,913,666.00			**-149,913,666.00**
44637	COMM	5148X0J30	LANDES DISC NOTE	Purchase	08/30/2024	LANDES	124,926,250.00			**-124,926,250.00**
43744	COMM	05593D3K7	BNP P 5.33% MAT	Redemption	08/30/2024	BNP PARIBAS NY		60,000,000.00		**60,000,000.00**
44081	COMM	86564PTQ4	SUMTNY 5.43% MAT	Redemption	08/30/2024	SUMITOMO MITSUI		50,000,000.00		**50,000,000.00**
44082	COMM	60710TQE4	MIZBNK 5.44% MAT	Redemption	08/30/2024	MIZUHO BANK		50,000,000.00		**50,000,000.00**
44632	COMM	5148X0HW8	LANDES DISC NOTE	Redemption	08/30/2024	LANDES		125,000,000.00		**125,000,000.00**
44633	COMM	16536HHW4	CHES DISC NOTE	Redemption	08/30/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44634	COMM	63873JHW3	NATXNY DISC NOTE	Redemption	08/30/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44635	COMM	313384D97	FHLB DISC NOTE	Redemption	08/30/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44636	COMM	313384D97	FHLB DISC NOTE	Redemption	08/30/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
43744	COMM	05593D3K7	BNP P 5.33% MAT	Interest	08/30/2024	BNP PARIBAS NY			2,114,233.32	**2,114,233.32**
44081	COMM	86564PTQ4	SUMTNY 5.43% MAT	Interest	08/30/2024	SUMITOMO MITSUI			1,033,208.35	**1,033,208.35**
44082	COMM	60710TQE4	MIZBNK 5.44% MAT	Interest	08/30/2024	MIZUHO BANK			1,057,777.80	**1,057,777.80**
44642	COMM	16536HJ44	CHES DISC NOTE	Purchase	09/03/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44646	COMM	313384E62	FHLBD DISC NOTE	Purchase	09/03/2024	FHLB DISCO	249,963,541.65			**-249,963,541.65**
44647	COMM	313384E62	FHLBD DISC NOTE	Purchase	09/03/2024	FHLB DISCO	149,978,125.50			**-149,978,125.50**
44641	COMM	5148X0J48	LANDES DISC NOTE	Purchase	09/03/2024	LANDES	124,981,562.50			**-124,981,562.50**
44643	COMM	63873JJ43	NATXNY DISC NOTE	Purchase	09/03/2024	NATIXIS NY	49,992,625.00			**-49,992,625.00**
40568	COMM	3133EL5S9	FEDERAL FARM CR	Redemption	09/03/2024	FFCB NOTES		20,000,000.00		**20,000,000.00**
44637	COMM	5148X0J30	LANDES DISC NOTE	Redemption	09/03/2024	LANDES		125,000,000.00		**125,000,000.00**
44638	COMM	16536HJ36	CHES DISC NOTE	Redemption	09/03/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44639	COMM	313384E54	FHLB DISC NOTE	Redemption	09/03/2024	FHLB NOTES		100,000,000.00		**100,000,000.00**
44640	COMM	313384E54	FHLB DISC NOTE	Redemption	09/03/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
40568	COMM	3133EL5S9	FEDERAL FARM CR	Interest	09/03/2024	FFCB NOTES			48,000.00	**48,000.00**
41011	COMM	91282CAJ0	UNITED STATES	Interest	09/03/2024	U.S. TREASURY			37,500.00	**37,500.00**
41067	COMM	91282CAJ0	UNITED STATES	Interest	09/03/2024	U.S. TREASURY			37,500.00	**37,500.00**
41517	COMM	91282CAJ0	UNITED STATES	Interest	09/03/2024	U.S. TREASURY			37,500.00	**37,500.00**
41656	COMM	912828YD6	UNITED STATES	Interest	09/03/2024	U.S. TREASURY			275,000.00	**275,000.00**
41869	COMM	3133ENQD5	FEDERAL FARM CR	Interest	09/03/2024	FFCB NOTES			75,950.00	**75,950.00**
41870	COMM	3133ENQD5	FEDERAL FARM CR	Interest	09/03/2024	FFCB NOTES			108,500.00	**108,500.00**
41871	COMM	3133ENQD5	FEDERAL FARM CR	Interest	09/03/2024	FFCB NOTES			108,500.00	**108,500.00**
43128	COMM	14913R2K2	CAT 0.9% MAT	Interest	09/03/2024	CATERPILLAR			135,000.00	**135,000.00**
44650	COMM	16536HJ51	CHES DISC NOTE	Purchase	09/04/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44652	COMM	313384E70	FHLB DISC NOTE	Purchase	09/04/2024	FHLB NOTES	249,963,680.55			**-249,963,680.55**
44653	COMM	313384E70	FHLB DISC NOTE	Purchase	09/04/2024	FHLB NOTES	149,978,208.00			**-149,978,208.00**
44649	COMM	5148X0J55	LANDES DISC NOTE	Purchase	09/04/2024	LANDES	124,981,562.50			**-124,981,562.50**
44651	COMM	63873JJ50	NATXNY DISC NOTE	Purchase	09/04/2024	NATIXIS NY	49,992,625.00			**-49,992,625.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43927	COMM	3130B0AD1	FEDERAL HOME	Redemption	09/04/2024	FHLB NOTES		35,000,000.00		**35,000,000.00**
44641	COMM	5148X0J48	LANDES DISC NOTE	Redemption	09/04/2024	LANDES		125,000,000.00		**125,000,000.00**
44642	COMM	16536HJ44	CHES DISC NOTE	Redemption	09/04/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44643	COMM	63873JJ43	NATXNY DISC NOTE	Redemption	09/04/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44646	COMM	313384E62	FHLBD DISC NOTE	Redemption	09/04/2024	FHLB DISCO		250,000,000.00		**250,000,000.00**
44647	COMM	313384E62	FHLBD DISC NOTE	Redemption	09/04/2024	FHLB DISCO		150,000,000.00		**150,000,000.00**
41278	COMM	3130ALEY6	FEDERAL HOME	Interest	09/04/2024	FHLB NOTES			98,920.00	**98,920.00**
43927	COMM	3130B0AD1	FEDERAL HOME	Interest	09/04/2024	FHLB NOTES			962,500.00	**962,500.00**
44049	COMM	3133EP4H5	FFCB 5.445% MAT	Interest	09/04/2024	FFCB NOTES			1,117,933.34	**1,117,933.34**
37590	COMM	SYS37590	JPM TE 0.44%	Interest	09/04/2024	JP MORGAN US			248.48	**248.48**
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	09/04/2024	JP MORGAN US	248.48			**-248.48**
40461	COMM	SYS40461	DGCXX 0.%	Interest	09/04/2024	DREYFUS			2,294.50	**2,294.50**
40461	COMM	SYS40461	DGCXX 0.%	Purchase	09/04/2024	DREYFUS	2,294.50			**-2,294.50**
42588	COMM	SYS42588	OPGXX	Interest	09/04/2024	STATE STREET US			1,033,363.39	**1,033,363.39**
42588	COMM	SYS42588	OPGXX	Purchase	09/04/2024	STATE STREET US	1,033,363.39			**-1,033,363.39**
44655	COMM	16536HJ69	CHES DISC NOTE	Purchase	09/05/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44657	COMM	313384E88	FHLB DISC NOTE	Purchase	09/05/2024	FHLB NOTES	249,963,750.00			**-249,963,750.00**
44658	COMM	313384E88	FHLB DISC NOTE	Purchase	09/05/2024	FHLB NOTES	149,978,250.00			**-149,978,250.00**
44654	COMM	5148X0J63	LANDES DISC NOTE	Purchase	09/05/2024	LANDES	124,981,562.50			**-124,981,562.50**
44656	COMM	63873JJ68	NATXNY DISC NOTE	Purchase	09/05/2024	NATIXIS NY	49,992,625.00			**-49,992,625.00**
44649	COMM	5148X0J55	LANDES DISC NOTE	Redemption	09/05/2024	LANDES		125,000,000.00		**125,000,000.00**
44650	COMM	16536HJ51	CHES DISC NOTE	Redemption	09/05/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44651	COMM	63873JJ50	NATXNY DISC NOTE	Redemption	09/05/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44652	COMM	313384E70	FHLB DISC NOTE	Redemption	09/05/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44653	COMM	313384E70	FHLB DISC NOTE	Redemption	09/05/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
43655	COMM	3130AXYN2	FHLBVR 5.53% MAT	Interest	09/05/2024	FHLB VARIABLE			636,387.48	**636,387.48**
44682	COMM	16536HJ93	CHES DISC NOTE	Purchase	09/06/2024	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
44679	COMM	313384F38	FHLB DISC NOTE	Purchase	09/06/2024	FHLB NOTES	249,891,458.35			**-249,891,458.35**
44681	COMM	313384F38	FHLB DISC NOTE	Purchase	09/06/2024	FHLB NOTES	149,934,874.50			**-149,934,874.50**
44677	COMM	5148X0J97	LANDES DISC NOTE	Purchase	09/06/2024	LANDES	124,944,687.50			**-124,944,687.50**
44678	COMM	63873JJ92	NATXNY DISC NOTE	Purchase	09/06/2024	NATIXIS NY	49,977,875.00			**-49,977,875.00**
44654	COMM	5148X0J63	LANDES DISC NOTE	Redemption	09/06/2024	LANDES		125,000,000.00		**125,000,000.00**
44655	COMM	16536HJ69	CHES DISC NOTE	Redemption	09/06/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44656	COMM	63873JJ68	NATXNY DISC NOTE	Redemption	09/06/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44657	COMM	313384E88	FHLB DISC NOTE	Redemption	09/06/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44658	COMM	313384E88	FHLB DISC NOTE	Redemption	09/06/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
40505	COMM	30231GAF9	EXXON MOBIL	Interest	09/06/2024	EXXON MOBIL			67,725.00	**67,725.00**
44060	COMM	46656GAC8	JPMSCC 5.64% MAT	Interest	09/06/2024	JP MORGAN			316,929.15	**316,929.15**
44665	COMM	16536HJA0	CHES DISC NOTE	Purchase	09/09/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44685	COMM	3133ERSV4	FFCB Float	Purchase	09/09/2024	FFCB NOTES	30,000,000.00			**-30,000,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44667	COMM	313384F46	FHLB DISC NOTE	Purchase	09/09/2024	FHLB NOTES	249,963,888.90			-249,963,888.90
44668	COMM	313384F46	FHLB DISC NOTE	Purchase	09/09/2024	FHLB NOTES	149,978,334.00			-149,978,334.00
44664	COMM	5148X0JA4	LANDES DISC NOTE	Purchase	09/09/2024	LANDES	124,981,562.50			-124,981,562.50
44666	COMM	63873JJA9	NATXNY DISC NOTE	Purchase	09/09/2024	NATIXIS NY	49,992,625.00			-49,992,625.00
40581	COMM	3133EL6E9	FEDERAL FARM CR	Redemption	09/09/2024	FFCB NOTES		15,000,000.00		15,000,000.00
44677	COMM	5148X0J97	LANDES DISC NOTE	Redemption	09/09/2024	LANDES		125,000,000.00		125,000,000.00
44678	COMM	63873JJ92	NATXNY DISC NOTE	Redemption	09/09/2024	NATIXIS NY		50,000,000.00		50,000,000.00
44679	COMM	313384F38	FHLB DISC NOTE	Redemption	09/09/2024	FHLB NOTES		250,000,000.00		250,000,000.00
44681	COMM	313384F38	FHLB DISC NOTE	Redemption	09/09/2024	FHLB NOTES		150,000,000.00		150,000,000.00
44682	COMM	16536HJ93	CHES DISC NOTE	Redemption	09/09/2024	CHESHAM FINANCE		75,000,000.00		75,000,000.00
40581	COMM	3133EL6E9	FEDERAL FARM CR	Interest	09/09/2024	FFCB NOTES			31,500.00	31,500.00
42542	COMM	931142EW9	WALMART INC, SR	Interest	09/09/2024	WALMART			390,000.00	390,000.00
42578	COMM	931142EX7	WALMART INC, SR	Interest	09/09/2024	WALMART			197,500.00	197,500.00
43656	COMM	31424WCU4	FAMCA 5.63% MAT	Interest	09/09/2024	FARMER MAC			647,800.00	647,800.00
43661	COMM	21684LH96	RABO 5.69% MAT	Interest	09/09/2024	RABOBANK			379,479.30	379,479.30
44672	COMM	16536HJB8	CHES DISC NOTE	Purchase	09/10/2024	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44674	COMM	313384F53	FHLB DISC NOTE	Purchase	09/10/2024	FHLB NOTES	249,963,957.50			-249,963,957.50
44675	COMM	313384F53	FHLB DISC NOTE	Purchase	09/10/2024	FHLB NOTES	149,978,374.50			-149,978,374.50
44671	COMM	5148X0JB2	LANDES DISC NOTE	Purchase	09/10/2024	LANDES	124,981,562.50			-124,981,562.50
44673	COMM	63873JJB7	NATXNY DISC NOTE	Purchase	09/10/2024	NATIXIS NY	49,992,625.00			-49,992,625.00
44664	COMM	5148X0JA4	LANDES DISC NOTE	Redemption	09/10/2024	LANDES		125,000,000.00		125,000,000.00
44665	COMM	16536HJA0	CHES DISC NOTE	Redemption	09/10/2024	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44666	COMM	63873JJA9	NATXNY DISC NOTE	Redemption	09/10/2024	NATIXIS NY		50,000,000.00		50,000,000.00
44667	COMM	313384F46	FHLB DISC NOTE	Redemption	09/10/2024	FHLB NOTES		250,000,000.00		250,000,000.00
44668	COMM	313384F46	FHLB DISC NOTE	Redemption	09/10/2024	FHLB NOTES		150,000,000.00		150,000,000.00
41408	COMM	3133EM4X7	FEDERAL FARM CR	Interest	09/10/2024	FFCB NOTES			51,184.00	51,184.00
43081	COMM	3133EPCW3	FEDERAL FARM CR	Interest	09/10/2024	FFCB NOTES			589,950.00	589,950.00
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Interest	09/10/2024	CARVANA AUTO			220.88	220.88
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Redemption	09/10/2024	CARVANA AUTO		30,754.46		30,754.46
44687	COMM	16536HJC6	CHES DISC NOTE	Purchase	09/11/2024	CHESHAM FINANCE	74,988,895.83			-74,988,895.83
44684	COMM	3133ERSD4	FEDERAL FARM CR	Purchase	09/11/2024	FFCB NOTES	40,017,388.89			-40,017,388.89
44689	COMM	313384F61	FHLB DISC NOTE	Purchase	09/11/2024	FHLB NOTES	249,963,958.35			-249,963,958.35
44690	COMM	313384F61	FHLB DISC NOTE	Purchase	09/11/2024	FHLB NOTES	149,978,374.50			-149,978,374.50
44686	COMM	5148X0JC0	LANDES DISC NOTE	Purchase	09/11/2024	LANDES	124,981,562.50			-124,981,562.50
44688	COMM	63873JJC5	NATXNY DISC NOTE	Purchase	09/11/2024	NATIXIS NY	49,992,625.00			-49,992,625.00
44671	COMM	5148X0JB2	LANDES DISC NOTE	Redemption	09/11/2024	LANDES		125,000,000.00		125,000,000.00
44672	COMM	16536HJB8	CHES DISC NOTE	Redemption	09/11/2024	CHESHAM FINANCE		75,000,000.00		75,000,000.00
44673	COMM	63873JJB7	NATXNY DISC NOTE	Redemption	09/11/2024	NATIXIS NY		50,000,000.00		50,000,000.00
44674	COMM	313384F53	FHLB DISC NOTE	Redemption	09/11/2024	FHLB NOTES		250,000,000.00		250,000,000.00
44675	COMM	313384F53	FHLB DISC NOTE	Redemption	09/11/2024	FHLB NOTES		150,000,000.00		150,000,000.00

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44692	COMM	16536HJD4	CHES DISC NOTE	Purchase	09/12/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44694	COMM	313384F79	FHLB DISC NOTE	Purchase	09/12/2024	FHLB NOTES	249,964,236.10			**-249,964,236.10**
44696	COMM	313384F79	FHLB DISC NOTE	Purchase	09/12/2024	FHLB NOTES	149,978,541.00			**-149,978,541.00**
44691	COMM	5148X0JD8	LANDES DISC NOTE	Purchase	09/12/2024	LANDES	124,981,562.50			**-124,981,562.50**
44693	COMM	63873JJD3	NATXNY DISC NOTE	Purchase	09/12/2024	NATIXIS NY	49,992,625.00			**-49,992,625.00**
44686	COMM	5148X0JC0	LANDES DISC NOTE	Redemption	09/12/2024	LANDES		125,000,000.00		**125,000,000.00**
44687	COMM	16536HJC6	CHES DISC NOTE	Redemption	09/12/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44688	COMM	63873JJC5	NATXNY DISC NOTE	Redemption	09/12/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44689	COMM	313384F61	FHLB DISC NOTE	Redemption	09/12/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44690	COMM	313384F61	FHLB DISC NOTE	Redemption	09/12/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
41509	COMM	3130A8ZQ9	FEDERAL HOME	Interest	09/12/2024	FHLB NOTES			175,000.00	**175,000.00**
44699	COMM	16536HJG7	CHES DISC NOTE	Purchase	09/13/2024	CHESHAM FINANCE	74,966,687.50			**-74,966,687.50**
44701	COMM	313384G29	FHLB DISC NOTE	Purchase	09/13/2024	FHLB NOTES	249,892,291.65			**-249,892,291.65**
44702	COMM	313384G29	FHLB DISC NOTE	Purchase	09/13/2024	FHLB NOTES	149,935,375.50			**-149,935,375.50**
44698	COMM	5148X0JG1	LANDES DISC NOTE	Purchase	09/13/2024	LANDES	124,944,687.50			**-124,944,687.50**
44700	COMM	63873JJG6	NATXNY DISC NOTE	Purchase	09/13/2024	NATIXIS NY	49,977,875.00			**-49,977,875.00**
39852	COMM	3130A2UW4	FEDERAL HOME	Redemption	09/13/2024	FHLB NOTES		10,000,000.00		**10,000,000.00**
39985	COMM	3130A2UW4	FEDERAL HOME	Redemption	09/13/2024	FHLB NOTES		30,000,000.00		**30,000,000.00**
40501	COMM	3130A2UW4	FEDERAL HOME	Redemption	09/13/2024	FHLB NOTES		5,000,000.00		**5,000,000.00**
42503	COMM	3130AFBC0	FEDERAL HOME	Redemption	09/13/2024	FHLB NOTES		20,000,000.00		**20,000,000.00**
42784	COMM	3130ATVD6	FEDERAL HOME	Redemption	09/13/2024	FHLB NOTES		10,000,000.00		**10,000,000.00**
44124	COMM	313384F79	FHLB DISC NOTE	Redemption	09/13/2024	FHLB NOTES		75,000,000.00		**75,000,000.00**
44691	COMM	5148X0JD8	LANDES DISC NOTE	Redemption	09/13/2024	LANDES		125,000,000.00		**125,000,000.00**
44692	COMM	16536HJD4	CHES DISC NOTE	Redemption	09/13/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44693	COMM	63873JJD3	NATXNY DISC NOTE	Redemption	09/13/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44694	COMM	313384F79	FHLB DISC NOTE	Redemption	09/13/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44696	COMM	313384F79	FHLB DISC NOTE	Redemption	09/13/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
39852	COMM	3130A2UW4	FEDERAL HOME	Interest	09/13/2024	FHLB NOTES			143,750.00	**143,750.00**
39985	COMM	3130A2UW4	FEDERAL HOME	Interest	09/13/2024	FHLB NOTES			431,250.00	**431,250.00**
40501	COMM	3130A2UW4	FEDERAL HOME	Interest	09/13/2024	FHLB NOTES			71,875.00	**71,875.00**
42503	COMM	3130AFBC0	FEDERAL HOME	Interest	09/13/2024	FHLB NOTES			325,000.00	**325,000.00**
42784	COMM	3130ATVD6	FEDERAL HOME	Interest	09/13/2024	FHLB NOTES			243,750.00	**243,750.00**
44704	COMM	16536HJH5	CHES DISC NOTE	Purchase	09/16/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44707	COMM	313384G37	FHDN DISC NOTE	Purchase	09/16/2024	FHLB DISCOUNT	249,964,097.20			**-249,964,097.20**
44708	COMM	313384G37	FHDN DISC NOTE	Purchase	09/16/2024	FHLB DISCOUNT	149,978,458.50			**-149,978,458.50**
44703	COMM	5148X0JH9	LANDES DISC NOTE	Purchase	09/16/2024	LANDES	124,981,562.50			**-124,981,562.50**
44705	COMM	63873JJH4	NATXNY DISC NOTE	Purchase	09/16/2024	NATIXIS NY	49,992,625.00			**-49,992,625.00**
40592	COMM	3136G43H4	FEDERAL NATL MTG	Redemption	09/16/2024	FNMA NOTES		11,685,000.00		**11,685,000.00**
44698	COMM	5148X0JG1	LANDES DISC NOTE	Redemption	09/16/2024	LANDES		125,000,000.00		**125,000,000.00**
44699	COMM	16536HJG7	CHES DISC NOTE	Redemption	09/16/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44700	COMM	63873JJG6	NATXNY DISC NOTE	Redemption	09/16/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44701	COMM	313384G29	FHLB DISC NOTE	Redemption	09/16/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44702	COMM	313384G29	FHLB DISC NOTE	Redemption	09/16/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
40592	COMM	3136G43H4	FEDERAL NATL MTG	Interest	09/16/2024	FNMA NOTES			23,370.00	**23,370.00**
41365	COMM	3130ANVR8	FEDERAL HOME	Interest	09/16/2024	FHLB NOTES			120,000.00	**120,000.00**
41908	COMM	084664CZ2	BRK 2.3% MAT	Interest	09/16/2024	BERKSHIRE			460,000.00	**460,000.00**
40937	COMM	98164EAC9	WOART 0.3% MAT	Interest	09/16/2024	WORLD OMNI AUTO			161.57	**161.57**
40937	COMM	98164EAC9	WOART 0.3% MAT	Redemption	09/16/2024	WORLD OMNI AUTO		392,423.42		**392,423.42**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Interest	09/16/2024	JOHN DEERE			80.96	**80.96**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Redemption	09/16/2024	JOHN DEERE		229,172.28		**229,172.28**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Interest	09/16/2024	TOYOTA AUTO REC			607.08	**607.08**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Redemption	09/16/2024	TOYOTA AUTO REC		1,003,300.20		**1,003,300.20**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Interest	09/16/2024	NISSAN AUTO			1,242.40	**1,242.40**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Redemption	09/16/2024	NISSAN AUTO		1,537,038.52		**1,537,038.52**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Interest	09/16/2024	JOHN DEERE			822.72	**822.72**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Redemption	09/16/2024	JOHN DEERE		201,729.86		**201,729.86**
41389	COMM	58772WAC7	MBART 0.46% MAT	Interest	09/16/2024	MERCEDES -BENZ			1,862.43	**1,862.43**
41389	COMM	58772WAC7	MBART 0.46% MAT	Redemption	09/16/2024	MERCEDES -BENZ		679,006.25		**679,006.25**
41402	COMM	254683CP8	DCENT 0.58% MAT	Interest	09/16/2024	DISCOVER CARD			9,666.66	**9,666.66**
41402	COMM	254683CP8	DCENT 0.58% MAT	Redemption	09/16/2024	DISCOVER CARD		20,000,000.00		**20,000,000.00**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Interest	09/16/2024	CAPITAL ONE			3,296.59	**3,296.59**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Redemption	09/16/2024	CAPITAL ONE		580,607.85		**580,607.85**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Interest	09/16/2024	TOYOTA AUTO REC			2,243.98	**2,243.98**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Redemption	09/16/2024	TOYOTA AUTO REC		483,125.30		**483,125.30**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Interest	09/16/2024	AMERICAN			24,375.00	**24,375.00**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Redemption	09/16/2024	AMERICAN		1,310,038.55		**1,310,038.55**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Interest	09/16/2024	CAPITAL ONE MULTI			31,200.01	**31,200.01**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Redemption	09/16/2024	CAPITAL ONE MULTI		1,449,147.75		**1,449,147.75**
41776	COMM	345286AC2	FORDO 1.29% MAT	Interest	09/16/2024	FORD CREDIT AUTO			4,689.97	**4,689.97**
41776	COMM	345286AC2	FORDO 1.29% MAT	Redemption	09/16/2024	FORD CREDIT AUTO		520,069.45		**520,069.45**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Interest	09/16/2024	TOYOTA AUTO REC			5,454.28	**5,454.28**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Redemption	09/16/2024	TOYOTA AUTO REC		611,195.23		**611,195.23**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Interest	09/16/2024	HONDA AUTO			18,441.70	**18,441.70**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Redemption	09/16/2024	HONDA AUTO		1,203,655.46		**1,203,655.46**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Interest	09/16/2024	NISSAN AUTO			14,179.36	**14,179.36**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Redemption	09/16/2024	NISSAN AUTO		803,515.85		**803,515.85**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Interest	09/16/2024	JOHN DEERE			8,978.31	**8,978.31**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Redemption	09/16/2024	JOHN DEERE		380,922.47		**380,922.47**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Interest	09/16/2024	AMERICAN			35,912.51	**35,912.51**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Redemption	09/16/2024	AMERICAN		708,931.44		**708,931.44**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41952	COMM	14041NFZ9	COMET 2.8% MAT	Interest	09/16/2024	CAPITAL ONE MULTI			44,333.33	**44,333.33**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Redemption	09/16/2024	CAPITAL ONE MULTI		683,096.82		**683,096.82**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Interest	09/16/2024	GM FINANCIAL			19,294.98	**19,294.98**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Redemption	09/16/2024	GM FINANCIAL		549,976.12		**549,976.12**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Interest	09/16/2024	HARLEY-DAVIDSON			29,223.15	**29,223.15**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Redemption	09/16/2024	HARLEY-DAVIDSON		1,130,757.83		**1,130,757.83**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Interest	09/16/2024	CARMAX AUTO			30,837.71	**30,837.71**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Redemption	09/16/2024	CARMAX AUTO		857,755.91		**857,755.91**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Interest	09/16/2024	CAPITAL ONE			28,836.36	**28,836.36**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Redemption	09/16/2024	CAPITAL ONE		746,272.71		**746,272.71**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Interest	09/16/2024	ALLY AUTO			42,524.66	**42,524.66**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Redemption	09/16/2024	ALLY AUTO		1,412,558.18		**1,412,558.18**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Interest	09/16/2024	AMERICAN			98,875.00	**98,875.00**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Redemption	09/16/2024	AMERICAN		1,144,940.71		**1,144,940.71**
42879	COMM	58770AAC7	MBART 4.51% MAT	Interest	09/16/2024	MERCEDES -BENZ			49,797.91	**49,797.91**
42879	COMM	58770AAC7	MBART 4.51% MAT	Redemption	09/16/2024	MERCEDES -BENZ		184,570.68		**184,570.68**
42890	COMM	891940AC2	TAOT 4.63% MAT	Interest	09/16/2024	TOYOTA AUTO REC			81,024.99	**81,024.99**
42890	COMM	891940AC2	TAOT 4.63% MAT	Redemption	09/16/2024	TOYOTA AUTO REC		598,630.96		**598,630.96**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Interest	09/16/2024	CAPITAL ONE			43,627.08	**43,627.08**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Redemption	09/16/2024	CAPITAL ONE		269,115.34		**269,115.34**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Interest	09/16/2024	HARLEY-DAVIDSON			54,708.33	**54,708.33**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Redemption	09/16/2024	HARLEY-DAVIDSON		339,997.95		**339,997.95**
43065	COMM	448979AD6	HART 4.58% MAT	Interest	09/16/2024	HYUNDAI AUTO			38,166.67	**38,166.67**
43065	COMM	448979AD6	HART 4.58% MAT	Redemption	09/16/2024	HYUNDAI AUTO		322,306.07		**322,306.07**
43089	COMM	254683CW3	DCENT 3.56% MAT	Interest	09/16/2024	DISCOVER CARD			147,517.52	**147,517.52**
43089	COMM	254683CW3	DCENT 3.56% MAT	Redemption	09/16/2024	DISCOVER CARD		1,522,435.00		**1,522,435.00**
43117	COMM	12664QAB0	CNH 5.34% MAT	Interest	09/16/2024	CNH EQUIPMENT			40,817.55	**40,817.55**
43117	COMM	12664QAB0	CNH 5.34% MAT	Redemption	09/16/2024	CNH EQUIPMENT		816,578.55		**816,578.55**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Interest	09/16/2024	NISSAN AUTO			126,841.68	**126,841.68**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Redemption	09/16/2024	NISSAN AUTO		821,730.96		**821,730.96**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Interest	09/16/2024	MERCEDES-BENZ			126,400.00	**126,400.00**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Redemption	09/16/2024	MERCEDES-BENZ		1,127,377.28		**1,127,377.28**
43212	COMM	437927AC0	HAROT 4.93% MAT	Interest	09/16/2024	HONDA AUTO			73,949.99	**73,949.99**
43212	COMM	437927AC0	HAROT 4.93% MAT	Redemption	09/16/2024	HONDA AUTO		473,983.42		**473,983.42**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Interest	09/16/2024	AMERICAN			76,093.74	**76,093.74**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Redemption	09/16/2024	AMERICAN		427,149.16		**427,149.16**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Interest	09/16/2024	DISCOVER CARD			123,249.99	**123,249.99**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Redemption	09/16/2024	DISCOVER CARD		668,279.35		**668,279.35**
43277	COMM	477920AC6	JDOT 5.18% MAT	Interest	09/16/2024	JOHN DEERE			60,433.34	**60,433.34**
43277	COMM	477920AC6	JDOT 5.18% MAT	Redemption	09/16/2024	JOHN DEERE		329,335.73		**329,335.73**

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43456	COMM	34529NAB6	FORDL 5.9% MAT	Interest	09/16/2024	FORD CREDIT AUTO			45,511.32	**45,511.32**
43456	COMM	34529NAB6	FORDL 5.9% MAT	Redemption	09/16/2024	FORD CREDIT AUTO		1,698,333.00		**1,698,333.00**
43476	COMM	233868AC2	DTRT 5.9% MAT	Interest	09/16/2024	DAIMLET TRUCKS			132,750.01	**132,750.01**
43476	COMM	233868AC2	DTRT 5.9% MAT	Redemption	09/16/2024	DAIMLET TRUCKS		861,368.65		**861,368.65**
43477	COMM	41285YAB1	HDMOT 5.92% MAT	Interest	09/16/2024	HARLEY-DAVIDSON			49,120.46	**49,120.46**
43477	COMM	41285YAB1	HDMOT 5.92% MAT	Redemption	09/16/2024	HARLEY-DAVIDSON		1,183,863.22		**1,183,863.22**
43505	COMM	14044EAB4	COPAR 5.91% MAT	Interest	09/16/2024	CAPITAL ONE			128,393.73	**128,393.73**
43505	COMM	14044EAB4	COPAR 5.91% MAT	Redemption	09/16/2024	CAPITAL ONE		2,621,839.23		**2,621,839.23**
43542	COMM	58769FAB1	MBART 5.92% MAT	Interest	09/16/2024	MERCEDES -BENZ			65,342.39	**65,342.39**
43542	COMM	58769FAB1	MBART 5.92% MAT	Redemption	09/16/2024	MERCEDES -BENZ		1,488,151.02		**1,488,151.02**
43562	COMM	44918CAD4	HART 5.54% MAT	Interest	09/16/2024	HYUNDAI AUTO			36,933.34	**36,933.34**
43562	COMM	44918CAD4	HART 5.54% MAT	Redemption	09/16/2024	HYUNDAI AUTO		152,682.66		**152,682.66**
43811	COMM	39154TCH9	GREATA 5.32% MAT	Interest	09/16/2024	Great America Leasin			59,850.00	**59,850.00**
43811	COMM	39154TCH9	GREATA 5.32% MAT	Redemption	09/16/2024	Great America Leasin		529,222.55		**529,222.55**
43894	COMM	437918AC9	HAROT 5.21% MAT	Interest	09/16/2024	HONDA AUTO			112,883.34	**112,883.34**
43894	COMM	437918AC9	HAROT 5.21% MAT	Redemption	09/16/2024	HONDA AUTO		518,288.52		**518,288.52**
43954	COMM	47800RAD5	JDOT 4.96% MAT	Interest	09/16/2024	JOHN DEERE			33,893.33	**33,893.33**
43954	COMM	47800RAD5	JDOT 4.96% MAT	Redemption	09/16/2024	JOHN DEERE		152,854.76		**152,854.76**
44066	COMM	981946AC0	WOLS 5.829359%	Interest	09/16/2024	WORLD OMNI			30,845.50	**30,845.50**
44066	COMM	981946AC0	WOLS 5.829359%	Redemption	09/16/2024	WORLD OMNI		184,682.00		**184,682.00**
44096	COMM	02582JKH2	AMXCA 5.23% MAT	Interest	09/16/2024	AMERICAN			196,124.99	**196,124.99**
44096	COMM	02582JKH2	AMXCA 5.23% MAT	Redemption	09/16/2024	AMERICAN		734,116.36		**734,116.36**
44212	COMM	412922AC0	HDMOT 5.54% MAT	Interest	09/16/2024	HARLEY-DAVIDSON			93,975.00	**93,975.00**
44212	COMM	412922AC0	HDMOT 5.54% MAT	Redemption	09/16/2024	HARLEY-DAVIDSON		350,076.82		**350,076.82**
44219	COMM	18978JAB4	CNH 5.420% MAT	Interest	09/16/2024	CNH EQUIPMENT			40,650.00	**40,650.00**
44219	COMM	18978JAB4	CNH 5.420% MAT	Redemption	09/16/2024	CNH EQUIPMENT		223,489.89		**223,489.89**
44231	COMM	58770JAD6	MBALT 5.66% MAT	Interest	09/16/2024	MERCEDES-BENZ			53,200.00	**53,200.00**
44231	COMM	58770JAD6	MBALT 5.66% MAT	Redemption	09/16/2024	MERCEDES-BENZ		266,844.08		**266,844.08**
44334	COMM	47786WAB6	JDOT 5.42% MAT	Interest	09/16/2024	JOHN DEERE			144,533.34	**144,533.34**
44334	COMM	47786WAB6	JDOT 5.42% MAT	Redemption	09/16/2024	JOHN DEERE		888,433.43		**888,433.43**
44711	COMM	16536HJJ1	CHES DISC NOTE	Purchase	09/17/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44713	COMM	313384G45	FHLB DISC NOTE	Purchase	09/17/2024	FHLB NOTES	249,964,166.65			**-249,964,166.65**
44714	COMM	313384G45	FHLB DISC NOTE	Purchase	09/17/2024	FHLB NOTES	149,978,500.50			**-149,978,500.50**
44697	COMM	477911AC5	JDOT 5.773% MAT	Purchase	09/17/2024	JOHN DEERE	15,500,000.00			**-15,500,000.00**
44710	COMM	5148X0JJ5	LANDES DISC NOTE	Purchase	09/17/2024	LANDES	124,981,562.50			**-124,981,562.50**
44712	COMM	63873JJJ0	NATXNY DISC NOTE	Purchase	09/17/2024	NATIXIS NY	49,992,625.00			**-49,992,625.00**
44750	COMM	79490APE2	Financial Services	Purchase	09/17/2024	SALISBURY REC CO	63,737,916.67			**-63,737,916.67**
44703	COMM	5148X0JH9	LANDES DISC NOTE	Redemption	09/17/2024	LANDES		125,000,000.00		**125,000,000.00**
44704	COMM	16536HJH5	CHES DISC NOTE	Redemption	09/17/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44705	COMM	63873JJH4	NATXNY DISC NOTE	Redemption	09/17/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**

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44707	COMM	313384G37	FHDN DISC NOTE	Redemption	09/17/2024	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
44708	COMM	313384G37	FHDN DISC NOTE	Redemption	09/17/2024	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
41379	COMM	931142ER0	WALMART INC, NT	Interest	09/17/2024	WALMART			52,500.00	**52,500.00**
41914	COMM	3133ENRZ5	FEDERAL FARM CR	Interest	09/17/2024	FFCB NOTES			146,250.00	**146,250.00**
43789	COMM	22532XWQ7	CRA 5.61% MAT	Interest	09/17/2024	CREDIT AGRICOLE			294,847.21	**294,847.21**
44716	COMM	16536HJK8	CHES DISC NOTE	Purchase	09/18/2024	CHESHAM FINANCE	74,988,895.83			**-74,988,895.83**
44718	COMM	313384G52	FHLB DISC NOTE	Purchase	09/18/2024	FHLB NOTES	249,964,236.10			**-249,964,236.10**
44719	COMM	313384G52	FHLB DISC NOTE	Purchase	09/18/2024	FHLB NOTES	149,978,541.00			**-149,978,541.00**
44715	COMM	5148X0JK2	LANDES DISC NOTE	Purchase	09/18/2024	LANDES	124,981,562.50			**-124,981,562.50**
44717	COMM	63873JJK7	NATXNY DISC NOTE	Purchase	09/18/2024	NATIXIS NY	49,992,625.00			**-49,992,625.00**
44710	COMM	5148X0JJ5	LANDES DISC NOTE	Redemption	09/18/2024	LANDES		125,000,000.00		**125,000,000.00**
44711	COMM	16536HJJ1	CHES DISC NOTE	Redemption	09/18/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44712	COMM	63873JJJ0	NATXNY DISC NOTE	Redemption	09/18/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44713	COMM	313384G45	FHLB DISC NOTE	Redemption	09/18/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44714	COMM	313384G45	FHLB DISC NOTE	Redemption	09/18/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
43675	COMM	3133EPN76	FFCB 5.58% MAT	Interest	09/18/2024	FFCB NOTES			644,537.50	**644,537.50**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Interest	09/18/2024	HONDA AUTO			1,048.48	**1,048.48**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Redemption	09/18/2024	HONDA AUTO		699,588.92		**699,588.92**
44721	COMM	16536HJL6	CHES DISC NOTE	Purchase	09/19/2024	CHESHAM FINANCE	74,989,937.50			**-74,989,937.50**
44723	COMM	313384G60	FHLB DISC NOTE	Purchase	09/19/2024	FHLB NOTES	249,967,569.45			**-249,967,569.45**
44724	COMM	313384G60	FHLB DISC NOTE	Purchase	09/19/2024	FHLB NOTES	149,980,542.00			**-149,980,542.00**
44720	COMM	5148X0JL0	LANDES DISC NOTE	Purchase	09/19/2024	LANDES	124,983,298.60			**-124,983,298.60**
44722	COMM	63873JJL5	NATXNY DISC NOTE	Purchase	09/19/2024	NATIXIS NY	49,993,319.44			**-49,993,319.44**
44715	COMM	5148X0JK2	LANDES DISC NOTE	Redemption	09/19/2024	LANDES		125,000,000.00		**125,000,000.00**
44716	COMM	16536HJK8	CHES DISC NOTE	Redemption	09/19/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44717	COMM	63873JJK7	NATXNY DISC NOTE	Redemption	09/19/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44718	COMM	313384G52	FHLB DISC NOTE	Redemption	09/19/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44719	COMM	313384G52	FHLB DISC NOTE	Redemption	09/19/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
40403	COMM	30231GBH4	XOM 2.992% MAT	Interest	09/19/2024	EXXON MOBIL			224,400.00	**224,400.00**
44726	COMM	16536HJP7	CHES DISC NOTE	Purchase	09/20/2024	CHESHAM FINANCE	74,969,812.50			**-74,969,812.50**
44728	COMM	313384G94	FHLB DISC NOTE	Purchase	09/20/2024	FHLB NOTES	249,902,708.35			**-249,902,708.35**
44729	COMM	313384G94	FHLB DISC NOTE	Purchase	09/20/2024	FHLB NOTES	149,941,624.50			**-149,941,624.50**
44725	COMM	5148X0JP1	LANDES DISC NOTE	Purchase	09/20/2024	LANDES	124,949,895.83			**-124,949,895.83**
44727	COMM	63873JJP6	NATXNY DISC NOTE	Purchase	09/20/2024	NATIXIS NY	49,979,958.33			**-49,979,958.33**
42999	COMM	3130AVAY8	FEDERAL HOME	Redemption	09/20/2024	FHLB NOTES		25,000,000.00		**25,000,000.00**
44720	COMM	5148X0JL0	LANDES DISC NOTE	Redemption	09/20/2024	LANDES		125,000,000.00		**125,000,000.00**
44721	COMM	16536HJL6	CHES DISC NOTE	Redemption	09/20/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44722	COMM	63873JJL5	NATXNY DISC NOTE	Redemption	09/20/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44723	COMM	313384G60	FHLB DISC NOTE	Redemption	09/20/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44724	COMM	313384G60	FHLB DISC NOTE	Redemption	09/20/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**

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42999	COMM	3130AVAY8	FEDERAL HOME	Interest	09/20/2024	FHLB NOTES			687,500.00	**687,500.00**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Interest	09/20/2024	TOYOTA LEASE			90,383.33	**90,383.33**
43090	COMM	89239MAC1	TLOT 4.93% MAT	Redemption	09/20/2024	TOYOTA LEASE		1,117,770.76		**1,117,770.76**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Interest	09/20/2024	VERIZON MASTER			163,000.00	**163,000.00**
43120	COMM	92348KBL6	VZMT 4.89% MAT	Redemption	09/20/2024	VERIZON MASTER		944,600.61		**944,600.61**
43248	COMM	92867WAB4	VALET 5.5% MAT	Interest	09/20/2024	VOLKSWAGEN			39,481.93	**39,481.93**
43248	COMM	92867WAB4	VALET 5.5% MAT	Redemption	09/20/2024	VOLKSWAGEN		1,033,098.43		**1,033,098.43**
43336	COMM	88167PAC2	TESLA 5.89% MAT	Interest	09/20/2024	TESLA AUTO LEASE			19,633.33	**19,633.33**
43336	COMM	88167PAC2	TESLA 5.89% MAT	Redemption	09/20/2024	TESLA AUTO LEASE		173,761.51		**173,761.51**
43457	COMM	92867UAB8	VWALT 5.87% MAT	Interest	09/20/2024	VOLKSWAGEN			103,729.14	**103,729.14**
43457	COMM	92867UAB8	VWALT 5.87% MAT	Redemption	09/20/2024	VOLKSWAGEN		2,701,922.92		**2,701,922.92**
43771	COMM	92348KCL5	VZMT 5.% MAT	Interest	09/20/2024	VERIZON MASTER			72,916.67	**72,916.67**
43771	COMM	92348KCL5	VZMT 5.% MAT	Redemption	09/20/2024	VERIZON MASTER		325,184.31		**325,184.31**
44146	COMM	362548AD1	GMALT 5.05% MAT	Interest	09/20/2024	GM FIN'CL AUTO			94,489.75	**94,489.75**
44146	COMM	362548AD1	GMALT 5.05% MAT	Redemption	09/20/2024	GM FIN'CL AUTO		984,775.34		**984,775.34**
44629	COMM	73328AAD1	PILOT 4.67% MAT	Interest	09/20/2024	Porsche Innovative L			28,214.58	**28,214.58**
44629	COMM	73328AAD1	PILOT 4.67% MAT	Redemption	09/20/2024	Porsche Innovative L		174,851.56		**174,851.56**
43704	COMM	3134H1MK6	FEDERAL HOME LN	Redemption	09/21/2024	FHLMC NOTES		30,000,000.00		**30,000,000.00**
43704	COMM	3134H1MK6	FEDERAL HOME LN	Interest	09/21/2024	FHLMC NOTES			405,000.00	**405,000.00**
44731	COMM	16536HJQ5	CHES DISC NOTE	Purchase	09/23/2024	CHESHAM FINANCE	74,989,937.50			**-74,989,937.50**
44733	COMM	313384H28	FHDN DISC NOTE	Purchase	09/23/2024	FHLB DISCOUNT	249,967,708.35			**-249,967,708.35**
44734	COMM	313384H28	FHDN DISC NOTE	Purchase	09/23/2024	FHLB DISCOUNT	149,980,624.50			**-149,980,624.50**
44730	COMM	5148X0JQ9	LANDES DISC NOTE	Purchase	09/23/2024	LANDES	124,983,298.60			**-124,983,298.60**
44732	COMM	63873JJQ4	NATXNY DISC NOTE	Purchase	09/23/2024	NATIXIS NY	49,993,319.44			**-49,993,319.44**
44725	COMM	5148X0JP1	LANDES DISC NOTE	Redemption	09/23/2024	LANDES		125,000,000.00		**125,000,000.00**
44726	COMM	16536HJP7	CHES DISC NOTE	Redemption	09/23/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44727	COMM	63873JJP6	NATXNY DISC NOTE	Redemption	09/23/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44728	COMM	313384G94	FHLB DISC NOTE	Redemption	09/23/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44729	COMM	313384G94	FHLB DISC NOTE	Redemption	09/23/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
40612	COMM	3137EAEX3	FEDERAL HOME LN	Interest	09/23/2024	FHLMC NOTES			18,750.00	**18,750.00**
41926	COMM	57629WDG2	MASSMU 2.8% MAT	Interest	09/23/2024	MASSMUTUAL			280,000.00	**280,000.00**
42101	COMM	59217GEW5	MET LI 2.8% MAT	Interest	09/23/2024	MET LIFE GLOBAL			140,000.00	**140,000.00**
42568	COMM	3133ENN22	FEDERAL FARM CR	Interest	09/23/2024	FFCB NOTES			468,750.00	**468,750.00**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Interest	09/23/2024	HONDA AUTO			3,218.15	**3,218.15**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Redemption	09/23/2024	HONDA AUTO		586,429.48		**586,429.48**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Interest	09/23/2024	HONDA AUTO			54,600.00	**54,600.00**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Redemption	09/23/2024	HONDA AUTO		421,009.76		**421,009.76**
43617	COMM	438123AB7	HAROT 5.87% MAT	Interest	09/23/2024	HONDA AUTO			116,655.89	**116,655.89**
43617	COMM	438123AB7	HAROT 5.87% MAT	Redemption	09/23/2024	HONDA AUTO		2,432,253.78		**2,432,253.78**
44736	COMM	16536HJR3	CHES DISC NOTE	Purchase	09/24/2024	CHESHAM FINANCE	74,989,937.50			**-74,989,937.50**

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44738	COMM	313384H36	FHDN DISC NOTE	Purchase	09/24/2024	FHLB DISCOUNT	249,967,708.35			**-249,967,708.35**
44739	COMM	313384H36	FHDN DISC NOTE	Purchase	09/24/2024	FHLB DISCOUNT	149,980,624.50			**-149,980,624.50**
44735	COMM	5148X0JR7	LANDES DISC NOTE	Purchase	09/24/2024	LANDES	124,983,298.60			**-124,983,298.60**
44737	COMM	63873JJR2	NATXNY DISC NOTE	Purchase	09/24/2024	NATIXIS NY	49,993,319.44			**-49,993,319.44**
44730	COMM	5148X0JQ9	LANDES DISC NOTE	Redemption	09/24/2024	LANDES		125,000,000.00		**125,000,000.00**
44731	COMM	16536HJQ5	CHES DISC NOTE	Redemption	09/24/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44732	COMM	63873JJQ4	NATXNY DISC NOTE	Redemption	09/24/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44733	COMM	313384H28	FHDN DISC NOTE	Redemption	09/24/2024	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
44734	COMM	313384H28	FHDN DISC NOTE	Redemption	09/24/2024	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
44741	COMM	16536HJS1	CHES DISC NOTE	Purchase	09/25/2024	CHESHAM FINANCE	74,989,937.50			**-74,989,937.50**
44743	COMM	313384H44	FHLB DISC NOTE	Purchase	09/25/2024	FHLB NOTES	249,967,847.20			**-249,967,847.20**
44744	COMM	313384H44	FHLB DISC NOTE	Purchase	09/25/2024	FHLB NOTES	149,980,708.50			**-149,980,708.50**
44740	COMM	5148X0JS5	LANDES DISC NOTE	Purchase	09/25/2024	LANDES	124,983,298.60			**-124,983,298.60**
44756	COMM	58769GAC7	MBALT 5.79% MAT	Purchase	09/25/2024	MERCEDES-BENZ	8,000,000.00			**-8,000,000.00**
44742	COMM	63873JJS0	NATXNY DISC NOTE	Purchase	09/25/2024	NATIXIS NY	49,993,319.44			**-49,993,319.44**
44735	COMM	5148X0JR7	LANDES DISC NOTE	Redemption	09/25/2024	LANDES		125,000,000.00		**125,000,000.00**
44736	COMM	16536HJR3	CHES DISC NOTE	Redemption	09/25/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44737	COMM	63873JJR2	NATXNY DISC NOTE	Redemption	09/25/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44738	COMM	313384H36	FHDN DISC NOTE	Redemption	09/25/2024	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
44739	COMM	313384H36	FHDN DISC NOTE	Redemption	09/25/2024	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
41954	COMM	3130ARFG1	FEDERAL HOME	Interest	09/25/2024	FHLB NOTES			240,000.00	**240,000.00**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	09/25/2024	FHLMC			12,520.03	**12,520.03**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	09/25/2024	FHLMC		302,410.88		**302,410.88**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Interest	09/25/2024	FHLMC			19,801.54	**19,801.54**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Redemption	09/25/2024	FHLMC		110,357.65		**110,357.65**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	09/25/2024	FHLMC			14,057.22	**14,057.22**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	09/25/2024	FHLMC		249,141.60		**249,141.60**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Interest	09/25/2024	FHLMC			278.40	**278.40**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Redemption	09/25/2024	FHLMC		123,187.83		**123,187.83**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	09/25/2024	FHLMC			29,577.20	**29,577.20**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	09/25/2024	FHLMC		25,184.01		**25,184.01**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	09/25/2024	FHLMC			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	09/25/2024	FHLMC		509,329.91		**509,329.91**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Interest	09/25/2024	FNMA			13,926.60	**13,926.60**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Redemption	09/25/2024	FNMA		4,696,275.75		**4,696,275.75**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	09/25/2024	FHLMC			2,630.22	**2,630.22**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	09/25/2024	FHLMC		692.52		**692.52**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	09/25/2024	FHLMC			29,837.50	**29,837.50**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	09/25/2024	FHLMC		3,440,959.60		**3,440,959.60**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	09/25/2024	FNMA			19,363.78	**19,363.78**

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40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	09/25/2024	FNMA		15,316.30		**15,316.30**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	09/25/2024	FHLMC			1,412.80	**1,412.80**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	09/25/2024	FHLMC		66,767.88		**66,767.88**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	09/25/2024	FHLMC			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	09/25/2024	FHLMC				**0.00**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	09/25/2024	FHLMC			4,853.46	**4,853.46**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	09/25/2024	FHLMC		17,039.33		**17,039.33**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Interest	09/25/2024	FHLMC			33,783.92	**33,783.92**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Redemption	09/25/2024	FHLMC		18,782.40		**18,782.40**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Interest	09/25/2024	FHLMC			15,520.00	**15,520.00**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Redemption	09/25/2024	FHLMC		159,096.40		**159,096.40**
41222	COMM	3137H14A1	FHLMCM 0.854%	Interest	09/25/2024	FHLMC			10,939.91	**10,939.91**
41222	COMM	3137H14A1	FHLMCM 0.854%	Redemption	09/25/2024	FHLMC		342,794.73		**342,794.73**
41228	COMM	3136AUG21	FNMAM 2.49552%	Interest	09/25/2024	FNMA			36,840.92	**36,840.92**
41228	COMM	3136AUG21	FNMAM 2.49552%	Redemption	09/25/2024	FNMA		26,761.50		**26,761.50**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Interest	09/25/2024	FHLMC			27,125.00	**27,125.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Redemption	09/25/2024	FHLMC		646,311.54		**646,311.54**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Interest	09/25/2024	FNMA			7,462.81	**7,462.81**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Redemption	09/25/2024	FNMA		3,806.95		**3,806.95**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Interest	09/25/2024	FHLMC SINGLE			12,043.70	**12,043.70**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Redemption	09/25/2024	FHLMC SINGLE		176,624.20		**176,624.20**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Interest	09/25/2024	FNMA SINGLE			11,100.19	**11,100.19**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Redemption	09/25/2024	FNMA SINGLE		136,053.75		**136,053.75**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Interest	09/25/2024	FNMA SINGLE			20,085.75	**20,085.75**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Redemption	09/25/2024	FNMA SINGLE		255,171.44		**255,171.44**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Interest	09/25/2024	FHLMC SINGLE			18,012.41	**18,012.41**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Redemption	09/25/2024	FHLMC SINGLE		229,766.02		**229,766.02**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Interest	09/25/2024	FNMA SINGLE			15,837.25	**15,837.25**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Redemption	09/25/2024	FNMA SINGLE		210,243.00		**210,243.00**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Interest	09/25/2024	FHLMC			32,137.01	**32,137.01**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Redemption	09/25/2024	FHLMC		97,277.94		**97,277.94**
41803	COMM	3137BEVH4	FHLMC REMIC	Interest	09/25/2024	FHLMC			5,480.40	**5,480.40**
41803	COMM	3137BEVH4	FHLMC REMIC	Redemption	09/25/2024	FHLMC		2,029,152.50		**2,029,152.50**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Interest	09/25/2024	FNMA			24,469.23	**24,469.23**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Redemption	09/25/2024	FNMA		17,207.63		**17,207.63**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Interest	09/25/2024	FHLMC			36,111.04	**36,111.04**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Redemption	09/25/2024	FHLMC		72,988.80		**72,988.80**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	09/25/2024	FNMA			93,430.56	**93,430.56**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	09/25/2024	FNMA		2,198,535.45		**2,198,535.45**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Interest	09/25/2024	FHLMC			36,834.18	**36,834.18**

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42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Redemption	09/25/2024	FHLMC		34,057.10		**34,057.10**
42093	COMM	3137F1G44	FHLMCM 3.243%	Interest	09/25/2024	FHLMC			94,587.50	**94,587.50**
42093	COMM	3137F1G44	FHLMCM 3.243%	Redemption	09/25/2024	FHLMC		1,201,248.64		**1,201,248.64**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Interest	09/25/2024	FHLMC			107,466.68	**107,466.68**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Redemption	09/25/2024	FHLMC		1,408,756.43		**1,408,756.43**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Interest	09/25/2024	FHLMC			90,912.50	**90,912.50**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Redemption	09/25/2024	FHLMC		1,130,554.82		**1,130,554.82**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Interest	09/25/2024	FNMA NOTES			79,897.69	**79,897.69**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Redemption	09/25/2024	FNMA NOTES		91,256.40		**91,256.40**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Interest	09/25/2024	FNMA			42,538.89	**42,538.89**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Redemption	09/25/2024	FNMA		827,146.29		**827,146.29**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Interest	09/25/2024	FNMA			107,461.78	**107,461.78**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Redemption	09/25/2024	FNMA		71,026.36		**71,026.36**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	09/25/2024	FNMA			32,812.50	**32,812.50**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	09/25/2024	FNMA		722,432.13		**722,432.13**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	09/25/2024	FNMA			32,812.50	**32,812.50**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	09/25/2024	FNMA				**0.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Interest	09/25/2024	FHLMC			54,050.00	**54,050.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Redemption	09/25/2024	FHLMC				**0.00**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Interest	09/25/2024	FNMA			44,261.11	**44,261.11**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Redemption	09/25/2024	FNMA		924,498.11		**924,498.11**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Interest	09/25/2024	BMW VEHICLE			19,428.58	**19,428.58**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Redemption	09/25/2024	BMW VEHICLE		718,640.16		**718,640.16**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Interest	09/25/2024	FHLMC			51,578.99	**51,578.99**
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Redemption	09/25/2024	FHLMC		21,196,843.25		**21,196,843.25**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Interest	09/25/2024	FNMA			56,575.00	**56,575.00**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Redemption	09/25/2024	FNMA		1,190,891.20		**1,190,891.20**
42205	COMM	3137FMD25	FHLMCM 2.875%	Interest	09/25/2024	FHLMC			47,772.91	**47,772.91**
42205	COMM	3137FMD25	FHLMCM 2.875%	Redemption	09/25/2024	FHLMC		1,016,752.70		**1,016,752.70**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	09/25/2024	FNMA			17,500.00	**17,500.00**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	09/25/2024	FNMA				**0.00**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Interest	09/25/2024	FHLMC			29,255.59	**29,255.59**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Redemption	09/25/2024	FHLMC		314,842.94		**314,842.94**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Interest	09/25/2024	FNMA			28,425.15	**28,425.15**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Redemption	09/25/2024	FNMA		15,260.61		**15,260.61**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Interest	09/25/2024	FHLMC			54,800.00	**54,800.00**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Redemption	09/25/2024	FHLMC		691,335.95		**691,335.95**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Interest	09/25/2024	FHLMC			21,900.00	**21,900.00**
42786	COMM	3137F4X23	FHLMCM 3.6% MAT	Redemption	09/25/2024	FHLMC		1,040,509.55		**1,040,509.55**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Interest	09/25/2024	FNMA			26,694.44	**26,694.44**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Redemption	09/25/2024	FNMA		607,364.21		**607,364.21**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Interest	09/25/2024	FNMA NOTES			83,355.56	**83,355.56**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Redemption	09/25/2024	FNMA NOTES		1,794,417.41		**1,794,417.41**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Interest	09/25/2024	BMW VEHICLE			15,471.70	**15,471.70**
42927	COMM	05593AAC3	BMWLT 5.16% MAT	Redemption	09/25/2024	BMW VEHICLE		521,758.09		**521,758.09**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Interest	09/25/2024	FHLMC			36,781.07	**36,781.07**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Redemption	09/25/2024	FHLMC		880,190.35		**880,190.35**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Interest	09/25/2024	FHLMC			141,735.19	**141,735.19**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Redemption	09/25/2024	FHLMC		55,166.40		**55,166.40**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Interest	09/25/2024	FNMA			48,080.62	**48,080.62**
43042	COMM	3136AMMF3	FNMAM 3.01111%	Redemption	09/25/2024	FNMA		1,008,673.58		**1,008,673.58**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Interest	09/25/2024	FHLMC			76,549.90	**76,549.90**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Redemption	09/25/2024	FHLMC		530,255.70		**530,255.70**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Interest	09/25/2024	FHLMC			115,378.55	**115,378.55**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Redemption	09/25/2024	FHLMC		776,239.64		**776,239.64**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Interest	09/25/2024	FNMA			91,007.96	**91,007.96**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Redemption	09/25/2024	FNMA		602,847.15		**602,847.15**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Interest	09/25/2024	FREDDIE MAC			18,983.55	**18,983.55**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Redemption	09/25/2024	FREDDIE MAC		45,770.85		**45,770.85**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Interest	09/25/2024	FNMA			116,043.18	**116,043.18**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Redemption	09/25/2024	FNMA		795,562.94		**795,562.94**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Interest	09/25/2024	FNMA			75,993.06	**75,993.06**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Redemption	09/25/2024	FNMA		723,558.78		**723,558.78**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Interest	09/25/2024	FNMA			89,770.83	**89,770.83**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Redemption	09/25/2024	FNMA		624,832.32		**624,832.32**
43243	COMM	3137FHQ22	FHLMCM 3.37% MAT	Interest	09/25/2024	FHLMC			39,998.01	**39,998.01**
43243	COMM	3137FHQ22	FHLMCM 3.37% MAT	Redemption	09/25/2024	FHLMC		635,552.11		**635,552.11**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Interest	09/25/2024	FNMA			85,468.46	**85,468.46**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Redemption	09/25/2024	FNMA		523,320.27		**523,320.27**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Interest	09/25/2024	FHLMC			72,624.85	**72,624.85**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Redemption	09/25/2024	FHLMC		10,455.00		**10,455.00**
43504	COMM	055979AB4	BMWLT 5.95% MAT	Interest	09/25/2024	BMW VEHICLE			27,733.38	**27,733.38**
43504	COMM	055979AB4	BMWLT 5.95% MAT	Redemption	09/25/2024	BMW VEHICLE		1,588,205.13		**1,588,205.13**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Interest	09/25/2024	FNMA			89,619.91	**89,619.91**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Redemption	09/25/2024	FNMA		469,303.41		**469,303.41**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Interest	09/25/2024	FHLMC			53,791.87	**53,791.87**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Redemption	09/25/2024	FHLMC		297,903.91		**297,903.91**
43628	COMM	3137BLVK1	FHLMCM 3.116%	Interest	09/25/2024	FHLMC			66,215.01	**66,215.01**
43628	COMM	3137BLVK1	FHLMCM 3.116%	Redemption	09/25/2024	FHLMC		2,136,278.78		**2,136,278.78**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Interest	09/25/2024	FREDDIE MAC			119,787.10	**119,787.10**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Redemption	09/25/2024	FREDDIE MAC		581,523.13		**581,523.13**
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Interest	09/25/2024	FHLMC			85,050.00	**85,050.00**
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Redemption	09/25/2024	FHLMC		401,576.80		**401,576.80**
43889	COMM	3132XFND6	FHLMC 5.% MAT	Interest	09/25/2024	FHLMC			177,070.27	**177,070.27**
43889	COMM	3132XFND6	FHLMC 5.% MAT	Redemption	09/25/2024	FHLMC		834,127.32		**834,127.32**
44063	COMM	3142FFGN1	FNMAM 4.6% MAT	Interest	09/25/2024	FNMA			158,444.44	**158,444.44**
44063	COMM	3142FFGN1	FNMAM 4.6% MAT	Redemption	09/25/2024	FNMA		704,764.43		**704,764.43**
44297	COMM	096919AD7	BMWOT 5.18% MAT	Interest	09/25/2024	BMW VEHICLE			73,383.34	**73,383.34**
44297	COMM	096919AD7	BMWOT 5.18% MAT	Redemption	09/25/2024	BMW VEHICLE		282,856.14		**282,856.14**
44491	COMM	3136B06Q4	FNMA 5.77% MAT	Interest	09/25/2024	FNMA NOTES			24,969.50	**24,969.50**
44491	COMM	3136B06Q4	FNMA 5.77% MAT	Redemption	09/25/2024	FNMA NOTES		5,129.59		**5,129.59**
44670	COMM	3138LMNE9	FNMAM 5.766% MAT	Interest	09/25/2024	FNMA			83,790.82	**83,790.82**
44670	COMM	3138LMNE9	FNMAM 5.766% MAT	Redemption	09/25/2024	FNMA		24,853.83		**24,853.83**
44670	COMM	3138LMNE9	FNMAM 5.766% MAT	Interest	09/25/2024	FNMA			-16,217.58	**-16,217.58**
44670	COMM	3138LMNE9	FNMAM 5.766% MAT	Redemption	09/25/2024	FNMA				**0.00**
44752	COMM	16536HJT9	CHES DISC NOTE	Purchase	09/26/2024	CHESHAM FINANCE	74,989,937.50			**-74,989,937.50**
44754	COMM	313384H51	FHDN DISC NOTE	Purchase	09/26/2024	FHLB DISCOUNT	249,968,055.55			**-249,968,055.55**
44755	COMM	313384H51	FHDN DISC NOTE	Purchase	09/26/2024	FHLB DISCOUNT	149,980,833.00			**-149,980,833.00**
44751	COMM	5148X0JT3	LANDES DISC NOTE	Purchase	09/26/2024	LANDES	124,983,298.60			**-124,983,298.60**
44753	COMM	63873JJT8	NATXNY DISC NOTE	Purchase	09/26/2024	NATIXIS NY	49,993,319.44			**-49,993,319.44**
44740	COMM	5148X0JS5	LANDES DISC NOTE	Redemption	09/26/2024	LANDES		125,000,000.00		**125,000,000.00**
44741	COMM	16536HJS1	CHES DISC NOTE	Redemption	09/26/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44742	COMM	63873JJS0	NATXNY DISC NOTE	Redemption	09/26/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44743	COMM	313384H44	FHLB DISC NOTE	Redemption	09/26/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44744	COMM	313384H44	FHLB DISC NOTE	Redemption	09/26/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
44748	COMM	02007NAC2	US Auto ALLYA	Purchase	09/27/2024	ALLY AUTO	7,999,172.80			**-7,999,172.80**
44758	COMM	16536HJW2	CHES DISC NOTE	Purchase	09/27/2024	CHESHAM FINANCE	74,969,812.50			**-74,969,812.50**
44774	COMM	313313KT4	FCDN ZERO CPN	Purchase	09/27/2024	FFCB DISCOUNT	57,883,433.33			**-57,883,433.33**
44760	COMM	313384H85	FHLB DISC NOTE	Purchase	09/27/2024	FHLB NOTES	249,904,791.65			**-249,904,791.65**
44761	COMM	313384H85	FHLB DISC NOTE	Purchase	09/27/2024	FHLB NOTES	149,942,875.50			**-149,942,875.50**
44757	COMM	5148X0JW6	LANDES DISC NOTE	Purchase	09/27/2024	LANDES	124,949,895.83			**-124,949,895.83**
44759	COMM	63873JJW1	NATXNY DISC NOTE	Purchase	09/27/2024	NATIXIS NY	49,979,958.33			**-49,979,958.33**
44751	COMM	5148X0JT3	LANDES DISC NOTE	Redemption	09/27/2024	LANDES		125,000,000.00		**125,000,000.00**
44752	COMM	16536HJT9	CHES DISC NOTE	Redemption	09/27/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44753	COMM	63873JJT8	NATXNY DISC NOTE	Redemption	09/27/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44754	COMM	313384H51	FHDN DISC NOTE	Redemption	09/27/2024	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
44755	COMM	313384H51	FHDN DISC NOTE	Redemption	09/27/2024	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
44378	COMM	3130B1TW7	FHLB 5.59% MAT	Interest	09/27/2024	FHLB NOTES			713,000.00	**713,000.00**
44764	COMM	16536HK18	CHES DISC NOTE	Purchase	09/30/2024	CHESHAM FINANCE	74,989,937.50			**-74,989,937.50**
44765	COMM	313384H93	FHDN DISC NOTE	Purchase	09/30/2024	FHLB DISCOUNT	149,981,250.00			**-149,981,250.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44766	COMM	313384H93	FHDN DISC NOTE	Purchase	09/30/2024	FHLB DISCOUNT	99,987,500.00			**-99,987,500.00**
44763	COMM	5148X0K12	LANDES DISC NOTE	Purchase	09/30/2024	LANDES	124,983,298.60			**-124,983,298.60**
42587	COMM	3134GX3A0	FEDERAL HOME LN	Redemption	09/30/2024	FHLMC NOTES		14,934,600.00		**14,934,600.00**
42587	COMM	3134GX3A0	FEDERAL HOME LN	Cap G/L	09/30/2024	FHLMC NOTES		65,400.00		**65,400.00**
44757	COMM	5148X0JW6	LANDES DISC NOTE	Redemption	09/30/2024	LANDES		125,000,000.00		**125,000,000.00**
44758	COMM	16536HJW2	CHES DISC NOTE	Redemption	09/30/2024	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
44759	COMM	63873JJW1	NATXNY DISC NOTE	Redemption	09/30/2024	NATIXIS NY		50,000,000.00		**50,000,000.00**
44760	COMM	313384H85	FHLB DISC NOTE	Redemption	09/30/2024	FHLB NOTES		250,000,000.00		**250,000,000.00**
44761	COMM	313384H85	FHLB DISC NOTE	Redemption	09/30/2024	FHLB NOTES		150,000,000.00		**150,000,000.00**
40625	COMM	3134GWUD6	FEDERAL HOME LN	Interest	09/30/2024	FHLMC NOTES			30,000.00	**30,000.00**
40626	COMM	3134GWWR3	FEDERAL HOME LN	Interest	09/30/2024	FHLMC NOTES			63,700.00	**63,700.00**
41031	COMM	3130ALMM3	FEDERAL HOME	Interest	09/30/2024	FHLB NOTES			46,000.00	**46,000.00**
41816	COMM	912828YG9	UNITED STATES	Interest	09/30/2024	U.S. TREASURY			162,500.00	**162,500.00**
42587	COMM	3134GX3A0	FEDERAL HOME LN	Interest	09/30/2024	FHLMC NOTES			356,250.00	**356,250.00**
		Totals for COMMINGLED POOL					**41,542,226,130.**	**43,377,828,866.**	**101,000,949.28**	**1,936,603,684.8**
		Grand Total					**41,542,226,130.**	**43,377,828,866.**	**101,000,949.28**	**1,936,603,684.8**

8.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **December 19, 2024**

Subject: **Approve/Ratify Notices of Employment and Changes of Status/Dec 19, 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: December 19, 2024
Regular Board Meeting

Recommend Approval

8.06
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved:_____ Not Approved:_____ Tabled:_____

CLASSIFIED PERSONNEL – December 19, 2024

CLASSIFIED OFFERS OF EMPLOYMENT:

I. New Employee:

1.	Bui, Chi	Campus Paraeducator/Painter	10/29/2024
2.	Carbajal, Yesenia Marie	Bus Monitor/Special Education Services	01/06/2025
3.	Gonzalez, Adriana	Campus Paraeducator/Renaissance I at Fischer	11/12/2024
4.	Rocha, Paulina	Health Assistant/Meyer	11/12/2024
5.	Salas Ramos, Jessica	School Office Assistant/Ocala	11/12/2024

II. Retirement:

1.	Barrios, Herlinda	Senior Accounting Assistant/Fiscal Services	12/31/2024

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
December 19, 2024

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hires:

1.	Campos, Helena	K/Dorsa Elementary	12/01/2024

II. Substitute Residential Teacher Contracts:

1.	Cerna Anaya, Estefani	11/15/2024-12/19/2024
2.	Chaves, Israel	11/15/2024-12/19/2024
3.	Fenstermaker, Andrew	11/15/2024-12/19/2024
4.	Kuang, Akar	11/15/2024-12/19/2024
5.	Martinez, Paulina	11/15/2024-12/19/2024
6.	Perez, Irvin	11/15/2024-12/19/2024
7.	Saavedra, Noe	11/15/2024-12/19/2024

III. Contracts:

1.	Andrade, Anastacia	ELPAC Test Examiner/Academic Services Dept.	01/06/2025-06/30/2025
2.	McManus, John	ELPAC Test Examiner/Academic Services Dept.	01/06/2025-06/30/2025
3.	Ochoa, Nancy	ELPAC Test Examiner/Academic Services Dept.	01/06/2025-06/30/2025
4.	Parker, Elizabeth	ELPAC Test Examiner/Academic Services Dept.	01/06/2025-06/30/2025
5.	Sitalakshmi, Venkatachalam	ELPAC Test Examiner/Academic Services Dept.	01/06/2025-06/30/2025

CERTIFICATED CHANGES OF STATUS:

8.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **Resolution # 26-24/25 Inventory Disposal**

Staff Analysis:
Authorize the sale, donation, and/or disposal of surplus property under the direction of the Procurement Manager, Assistant Superintendent of Business Services and/or Superintendent.

Recommendation:
Staff recommends approval of the sale, donation and/or disposal, of surplus property listed on the attached sheet(s) dated December 19, 2024.

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

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

To the Board of Trustees: Meeting: December 19, 2024

Recommend Approval

8.07

Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
OF
SANTA CLARA COUNTY, STATE OF CALIFORNIA

RESOLUTION # 26-24/25
SALE, DONATION - AND/OR DISPOSAL OF SURPLUS PROPERTY

WHEREAS, Education Code 39520 authorizes the sale for cash of any property belonging to the District if the property is not required for school purposes, or it should be disposed for the purpose of replacement, or it is unsatisfactory or not suitable for school use.

WHEREAS, Education Code 39520 and 39521 provides procedures to implement such a sale, public or private, conducted by staff;

WHEREAS, Education Code 39521 provides for donations to charitable organizations or disposal if property is of insufficient value to defray costs of arranging a sale;

NOW, THEREFORE, BE IT RESOLVED, that this Board does hereby authorize such a sale, donation, and/or disposal of surplus property, under the direction of the Procurement Manager, Assistant Superintendent of Business Services, and /or Superintendent.

PASSED AND ADOPTED this 19th day of December 2024, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, and State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Linda Chavez, Board President _____

Andrés Quintero, Board Vice President _____

Minh Pham, Board Clerk _____

Corina Herrera-Loera, Board Member _____

Andrea Flores Shelton, Board Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on December 19, 2024

_____
German Cerda, Superintendent

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

SURPLUS EQUIPMENT AND FURNITURE
REQUEST FOR DISPOSAL

Please list equipment and/or furniture to be disposed of.

*Attach spreadsheet if needed.

Description (MFR., Model)	ARUSD Asset No.	Serial No.
2 drawer large metal cabinets:		
• HR File Cabinet #16	D157AR	
• No Label • No Label	none none	
• HR File Cabinet #19 • No Label	D092AR none	
• HR File Cabinet #24 • HR File Cabinet #25	D101AR D002AR	
• HR File Cabinet #20 • HR File Cabinet #21	D085AR D017AR	

Reason for Disposal: Empty no longer need

School/Location: HR Shed

Contact Person: Julie Ueno Le Ext. 6834

Program Manager Signature: [signature] Date: 12/02/2024

(Office Use Only)

Check List:
- ___ Work Order completed - Work order #: _____
- X Submitted for Board Approval - Board Meeting Date: 12/19/2024
- ___ Entered in Asset Tracking System - Entry Date: _____
- ___ Recycle - Recycled Date: _____
- ___ Other: _____

Check Point Threat Extraction secured this document

Get Original

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

SURPLUS EQUIPMENT AND FURNITURE
REQUEST FOR DISPOSAL

Please list equipment and/or furniture to be disposed of.

*Attach spreadsheet if needed.

Description (MFR., Model)	ARUSD Asset No.	Serial No.
2 drawer small metal cabinet	None	

Reason for Disposal: Empty no longer need

School/Location: HR Shed

Contact Person: Julie Ueno Le Ext. 6834

Program Manager Signature: [signature] Date: 12/02/2024

(Office Use Only)

Check List:
- ___ Work Order completed - Work order #: _____
- X Submitted for Board Approval - Board Meeting Date: 12/19/2024
- ___ Entered in Asset Tracking System - Entry Date: _____
- ___ Recycle - Recycled Date: _____
- ___ Other: _____

SURPLUS EQUIPMENT AND FURNITURE
REQUEST FOR DISPOSAL

Please list equipment and/or furniture to be disposed.

Return completed form to BUSINESS OFFICE, PURCHASING AGENT attached to a signed Maintenance Work Order.

DESCRIPTION (INC. MFR., MODEL)	ARD NO.	SERIAL NO.
Promethean Board	13752	
" "	13851	
" "	13845	
" "	13833	
" "	13832	
" "	13854	
" "	13842	
" "	15955	

REASON FOR DISPOSAL: Out of date

SCHOOL/LOCATION: Ren @ Fischer

CONTACT PERSON: Selena EXT. 7517

PROGRAM MANAGER: Douglas Kleinhans DATE: 11/15/24

PROPERTY CONTROL TO COMPLETE:

Check List:

_____ Maintenance Work Order completed_____

_____ Submitted for Board Approval (Board Mtg. Date 12/19/24)

_____ Entered in Escape / Inventory System_____

_____ Other_____

_____

B-326NCR ps (mla) rev. 7/03 *White* - Property Control *Yellow* - Maintenance *Pink* - Originator

8.08

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: **December 19, 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 December 19, 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

8.08
Agenda Placement

Meeting: December 19, 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 Dr. Tara Bickford	12/20/2024- 06/30/2026	The Tech Interactive	No Cost	The Tech Interactive will hold a summer institute and have regular trainings for four ARUSD teachers throughout the next two years to enhance strategies for STEM education in their classrooms. Funding: General
Early Learning Dr. Dianna Ballesteros	01/01/2024- 12/31/2025	Santa Clara County Office of Education	NTE $10,000.00	Santa Clara County Office of Education (SCCOE) will provide a coordinator from the Educator Preparation Programs Department to provide professional support, including coaching and technical assistance to Alum Rock Union Elementary School District (ARUSD) on an as needed basis. Funding: Restricted
Social Emotional Learning Dr. Annya Artigas	09/13/2024- 08/01/2027	Saint Mary's College	No Cost	Contract Adjustment: MY 259041, Board Approved September 12, 2024. Amend the MFT/PCC Supervised Field Placement Agreement for signature of the Superintendent. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **Purchasing** Contract No.: _____ Vendor No.: _____

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

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

Note: All Contracts over $5,000 require pre-approval, 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 Tech Interactive
Address: 201 S. Market St. City: San Jose State: CA Zip: 95113
Phone: (408) 294-8324 Email: ryoung@thetech.org
SSN: _____ Fed I.D. #: 94-2864660
CONTRACT TERM: start dates December 19, 2024 end date May 31, 2026
CONTRACTOR'S OBLIGATION:
Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)
The Tech will hold a summer institute and have regular trainings for 4 ARUSD teachers throughout the next two years to enhance strategies for STEM education in their classrooms.

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	5815	00	1110	1000	000000	305	7221	$0.00	TJ 12/6/24

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 11/21/24
Director of Fiscal Services: _____ Date: 12/6/24
Asst. Supt., of Business Services: _____ Date: 12/6/24
Superintendent: _____ Date: _____

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TECH ACADEMIES COLLABORATION AGREEMENT

This collaboration agreement ("AGREEMENT"), is entered into on January 14, 2025, by and between The Tech Interactive ("THE TECH") at 201 South Market Street, San Jose, CA 95113 and Alum Rock Union School District ("DISTRICT"), and collectively known as the "Parties" to advance the goals and objectives of The Tech Academies Fellowship ("TECH ACADEMIES") program.

1) PURPOSE

The purpose of TECH ACADEMIES is to empower educators in participating districts and expanded learning community-based organizations (CBOs) to develop leadership skills, cross-curricular expertise in integrated engineering instruction and create a growing network of STEM leaders supporting excellence. With an emphasis on communities most impacted by systemic inequities, THE TECH collaborates with school districts and expanded learning (after school) programs to empower educators to become leaders in computational thinking skills and cross-curricular engineering.

2) TERM

The term of this AGREEMENT is the period within which the project responsibilities of this agreement shall be performed. The term commences January 14, 2025 and terminates June 30, 2026 and may be extended upon written mutual agreement of both Parties.

The intent of this AGREEMENT is to continue a long-term collaboration. Additional agreements will be formed in subsequent years outlining specifics pertaining to each new cohort so long as the collaboration continues to be aligned with both parties' goals and capacity to fulfill collaboration commitments.

3) OBJECTIVES

It is the desire and wish of the aforementioned Parties to this AGREEMENT that Parties work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient collaboration.

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for description of services here and intend to maintain a product and/or services that meets or exceeds all business and industry standards.

4) FUND AVAILABILITY

Funding of this work is contingent upon appropriation and availability of program funds, assuming deliverables are met, and funding is released.

5) PROJECT SUPERVISION

The representative and individual overseeing The Tech Academies program implementation for The Tech will be Pratibha Adamo, Tech Academies Senior Manager in Learning Product. The representative for DISTRICT to oversee execution and completion of scope of work for this AGREEMENT will be Tara Bickford, **<TITLE>**

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6) SERVICES COOPERATION

The Parties to this AGREEMENT shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this collaboration.

The goals will be accomplished by undertaking the activities specified in Exhibit D in accordance with the timelines specified in Exhibit A.

7) AMENDMENT OR CANCELLATION OF THIS AGREEMENT

This AGREEMENT may be amended or modified at any time in writing by mutual consent of both Parties.

In addition, the AGREEMENT may be canceled by either Party with 30 days advance written notice, with the exception where cause for cancellation may include, but is not limited to a material and significant breach of any of the provisions contained herein, when it may be canceled upon delivery of written notice to the other Party.

8) FORCE MAJEURE/PANDEMIC

The performance of the Contract is subject to termination without liability upon the occurrence of any circumstances beyond the control of either party (Force Majeure Event) – such as act of God, war, government regulations, terrorism, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or another emergency beyond the parties' control, - to the extent that such circumstances make it illegal or impossible for a party to perform its obligations under the Contract or which make a party's performance commercially impracticable. Under such conditions, DISTRICT agrees THE TECH may amend, reschedule or cancel any activity described in Exhibit A or Exhibit D to reasonably respond to the Force Majeure Event or either party may terminate the Contract without liability pursuance to this paragraph and such termination is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis for termination.

9) MARKETING OR PUBLICITY

THE TECH and DISTRICT may publicize collaborations in TECH ACADEMIES and THE TECH INTERACTIVE in newsletters, websites, board meetings, social media, and open houses. Parties to this AGREEMENT shall have the right to publish the results obtained from their efforts subject to citation specified in Exhibit D-Section I.H. THE TECH will obtain DISTRICT'S approval prior to release for any publicity which includes identifiable information, video or photos of students. Upon request, DISTRICT will assist in obtaining parental release forms for THE TECH, as possible.

Upon mutual agreement and availability, DISTRICT will allow THE TECH to escort other schools/after-school providers and funders to observe engineering programming at DISTRICT's campus. DISTRICT will notify THE TECH of, and TECH staff and other visitors will adhere to, campus visitation policies.

10) GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this AGREEMENT in accordance with the provisions of the law and regulations that govern their activities. Nothing in the AGREEMENT is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this AGREEMENT.

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If at any time either party is unable to perform their duties or responsibilities under this AGREEMENT consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

11) RELATIONSHIP OF THE PARTIES

No provision of this AGREEMENT will or shall be deemed to create an association, trust, partnership as defined by 26 CFR § 1.761-1, joint venture or other entity or similar legal relationship between the Parties, or impose a trust, partnership as defined by 26 CFR § 1.761-1 or fiduciary duty, obligation, or liability on or with respect to such entities. Neither Party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another Party except as specified in this AGREEMENT.

12) LIMITATION OF RIGHTS

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this AGREEMENT unless stipulated in this AGREEMENT.

13) ARBITRATION / MEDIATION DISPUTE RESOLUTION

The parties of this AGREEMENT agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and/or arbitrated in an attempt to resolve any and all issues between the parties.

The parties agree that any claim or dispute that arises from or through this AGREEMENT, the relationship or obligations contemplated or outlined within this AGREEMENT, if not resolved through mediation, shall then go to and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and binding and, if required, may be entered as a judgment in any court having jurisdiction.

In the event that any court having jurisdiction should determine that any portion of the AGREEMENT be invalid or unenforceable, only that portion shall be deemed invalid and not effective, while the balance of this AGREEMENT shall remain in full effect and enforceable. This AGREEMENT shall be interpreted and governed by and in accordance with the Federal Arbitration Act 9 U.S.C. §1-16

14) INDEMNIFICATION

DISTRICT agrees, to the fullest extent permitted by law, to indemnify and hold harmless THE TECH, its officers, directors, employees, stockholders, affiliates, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by DISTRICT'S negligent acts in connection with the AGREEMENT and that of its subconsultants or anyone for whom DISTRICT is legally liable.

The Tech agrees, to the fullest extent permitted by law, to indemnify and hold harmless DISTRICT, its officers, directors, employees, stockholders, affiliates, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by THE TECH's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom THE TECH is legally liable.

15) LICENSES AND INSURANCE WARRANTY: The Tech maintains licenses and insurance necessary for the use and operation of The Tech's facilities including commercial general liability coverage of $2,000,000 per occurrence/

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$4,000,000 general aggregate and workers compensation insurance for Tech staff. The Tech will provide a copy of insurance coverage upon request.

16) NOTICE

Notices provided in connection with this AGREEMENT shall be addressed as follows:

a) If to THE TECH:
The Tech Interactive
201 South Market Street
San Jose, CA 95113
Attn: Sherry Burch, Director Education Resources in Learning Product
Phone: 408-795-6175
Email: padamo@thetech.org

b) If to **Alum Rock Union School District:**
Alum Rock Union School District
2930 Gay Avenue, San Jose, CA 95127
Attn: **Tara Bickford**
Phone: **408-928-6565**
Email: **tara.bickford@arusd.org**

17) GOVERNING LAW

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

18) SEVERABILITY CLAUSE

In the event any provision of this AGREEMENT shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this AGREEMENT shall be determined to be unlawful or otherwise unenforceable, the remainder of the AGREEMENT shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this AGREEMENT be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

19) ASSIGNMENT

Neither party to this AGREEMENT may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

20) NON-WAIVER

A failure of any Party to enforce at any time any term, provision or condition of this AGREEMENT, or to exercise any right or option herein, shall in no way operate as a waiver thereof.

21) ENTIRE UNDERSTANDING

The herein contained AGREEMENT constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this AGREEMENT desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto supersede and preempt any conflicting provision of this AGREEMENT whether written or oral.

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22) AUTHORIZATION AND EXECUTION

The signing of this AGREEMENT does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach to the best of their abilities, the goals and objectives stated in this AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate by their respective duly authorized representatives as of the day and year first written above.

The Tech Interactive

By: Robert Young

Printed Name: Robert Young

Title: CFO

Date: 11 / 21 / 2024

Alum Rock Union School District

By: _____

Printed Name: German Cerda

Title: Superintendent

Date: _____

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EXHIBIT A
TIMELINES-DISTRICTS

Fellowship Timeline

	Fellowship Onboarding Calendar Year 2024	Fellowship Calendar Year 2025	Fellowship Calendar Year 2026
January		Complete educator pre-participation surveys CoP #1	Continue implementation of project Ongoing support for implementation of project Complete educator post participation survey
February		Fellows teach engineering lesson #1 to students	Continue implementation of project Ongoing support for implementation of project
March		CoP # 2 Consultation with District/ Site administrator on ideas for focus project/	Continue implementation of project Ongoing support for implementation of project
April		Continue consultation with District/ Site administrator on approval of focus project and PD action plan Fellows teach CT Skills or use Thinking Routines in class	Educator post- participation surveys (Last chance!) Observations of fellows delivering PD must be completed by April 2026
May		CoP # 3 # The Tech Finalize and focus project and PD action plan with District/Site Administrator	PD and evaluation incentives paid by The Tech.
June			
July		July 14-24, 2025 Summer Institute July 24, 2025 Summer Institute Mini Showcase	

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Fellowship Timeline Continued

	Fellowship Onboarding Calendar Year 2024	Fellowship Calendar Year 2025	Fellowship Calendar Year 2026
August	Verify enrolled fellows employment with the District Confirm commitment with enrolled cohort	Summer stipends paid Fellows to use Engineering or CT Skills to build classroom culture	
September	Enroll alternate fellows as needed	CoP # 4 Fellows teach engineering lesson #2 to students	
October			
November			
December		CoP #5 Culmination with Student work showcase	

Recruitment Timeline Continued

	2026 Fellow Recruitment/ Enrollment (Calendar Year 2025)
August	Begin recruitment strategy meetings with District and Tech Academies Staff
Sep	Complete recruitment and selection meetings with District and Tech Academies Staff. District submits the final selection of 2-4 fellows and up to 4 alternates. Complete recruitment/ selection meetings with District and Tech Academies Staff
Oct	Begin the enrollment process for selected fellows. District submits final Selection 2-4 fellows and up to 4 alternates
Nov	Continue enrollment activities and finalize fellow commitments. Begin enrollment
Dec	Complete the enrollment process and confirm fellows' participation in the upcoming cohort. Continue enrollment

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EXHIBIT B
PARTICIPATING EDUCATORS - SCHOOL DISTRICT

Please list all educators who will be participating in the upcoming Fellowship program and Summer Institute. Alternates, who will be accepted as space permits, may also be listed in the appropriate table below.

#	Participant Name	School/Site	Program
1			2025 Fellowship
2			2025 Fellowship
3			2025 Fellowship
4			2025 Fellowship

#	Alternate Name	School/Site	Program
1			
2			
3			
4			

Payment Information - See Exhibit D for more information on stipends.

2025 Fellowship– School Districts
Stipend paid to the educator in September for Summer Institute and June for completion of professional development requirement. Alternates will earn stipends only if accepted into the Fellowship program.

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EXHIBIT C
THIRD PARTY PAYER FORM

Complete this form stipulating participants to whom The Tech will pay stipends on behalf of the DISTRICT upon approval by the PARTNER. Payments will only be made to educators participating in the Tech Academies Fellowship programs. Payment will be made via electronic payments or mailed checks to the address on the payee's W-9.

Partner Information for Stipend Approval				
District Name	Alum Rock Union School District			
Address	**2930 Gay Avenue, San Jose, CA 95127**			
Contact Name	Teresa DeCelles		Title	Assistant Superintendent of Business Services/CBO
Contact Phone	(408) 928-6847	Contact Email		teresa.decelles@arusd.org

Payee Information*	
Check made payable to:	
School/Site	

Payee Information*	
Check made payable to:	
School/Site	

Payee Information*	
Check made payable to:	
School/Site	

Payee Information*	
Check made payable to:	
School/Site	

Payee Information*Payee Information (Alternate) *	
Check made payable to:	

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School/Site	

Payee Information (Alternate)*	
Check made payable to:	
School/Site	

Payee Information (Alternate)*	
Check made payable to:	
School/Site	

Payee Information (Alternate)*	
Check made payable to:	
School/Site	

* Payee must submit a US Tax Withholding and Reporting form W-9 to receive payments from The Tech.

Grantee Authorization	
I, as an authorized signatory for Alum Rock Union School District, authorize stipend payments to the third parties named above. I understand that Alum Rock Union School District will not be receiving the stipend payments from The Tech. I also understand that my release to a third party does not exempt my District from the stipend requirements outlined in the Agreement and Exhibits terms and conditions.	
Authorized Signature	Date

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EXHIBIT D
FELLOWSHIP PROGRAM SERVICES COOPERATION- SCHOOL DISTRICT

Tech Academies Fellowship Program

I. The DISTRICT agrees to:

A. Schedule Superintendent or Asst. Superintendent and district Fellowship representative to meet with THE TECH one to two times each year to form an annual agreement, ensure alignment of The Tech Academies program with the goals of the district, work together on identification of core systems that can be leveraged to support district-wide STEM instruction and to make adjustments to collaboration specifics to best meet the needs and goals of both parties.

B. Complete third-party payer form (see Exhibit C) for each educator in the current cohort.

C. Support a cohort of fellows specified in Exhibit B to fully participate in The Tech Academies Fellowship program as follows:

1. Per fellow, provide and fund 20-30 hours/school year of release time or paid time after regular work hours to ensure full participation of all fellows to:
    a) Attend four (4) half-day Community of Practice ("CoP") meetings (January, March, May, and September) and one (1) culmination event in Downtown San Jose. The Culminating event will be held on a Saturday morning in December.
    b) Participate Complete a STEAM focus project including engineering and/or computational thinking (CT) - integrated lessons. Project selection will be made based on the school/district needs in collaboration with the principal/supervisor. Estimate: 15 hours of self-paced professional development (e.g. Hands-on engineering or computational thinking curriculum integration).
2. Principals/fellow supervisors attend a 30-minute planning meeting in the spring with their fellow(s). Ideate and support fellow focus project/ PD action plan to include project details and ensure fellow-led, site-based engineering professional development is scheduled for the following school year.
3. Encourage and support full attendance of all fellows to attend the entire 8-day Summer Institute program to prototype and refine the STEAM focus projects. This project will include tools for training non-fellow educators. THE TECH will provide stipends without deductions or withholdings to fellows on behalf of DISTRICT as described in Section II.D.
4. Ensure that fellows have resources to provide classroom instruction including:
    a) Access to hands-on materials for engineering lessons,
    b) Computers,
    c) Freely available computer programming environment where students can create programs (e.g. Scratch, CS First),

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d) Time identified in their regular teaching schedule of core classes to teach at least one (1) engineering lesson each school year to their students, and

e) Opportunities to deliver this instruction with another educator's core students if fellows do not work directly with students.

D. Support logistics for each fellow to deliver one (1) one-hour engineering professional development session to at least three (3) non-fellow educators during regular (contracted) work hours. Support includes:

1. Invitation of The Tech staff to observe each fellow delivering at least one (1) hour of professional development in their district/organization in order to be formally recognized as an Engineering Education Leader (EEL).

E. Upon mutual agreement, support release time for fellows to attend and co-present The Tech's learning model at an educator conference. The Tech will cover reasonable costs to attend including travel.

F. Provide time and means for each fellow to submit the following surveys and evaluations:

1. an educator pre-participation survey
2. an educator post-participation survey in the spring of the second year of Fellowship, and
3. educator workshop evaluations throughout the Fellowship.

G. Designate one or more district-level representatives to:

1. Act as the point of contact for at least two (2) virtual meetings on recruitment and selection of participants in The Tech Academy Fellowship program and securing support from school administrators.
2. Recruit and select at least two (2) and up to six (6) educators for fellowship to participate in the next cohort of TECH ACADEMIES:
   a) Up to two (2) to participate in the upcoming cohort,
   b) Up to four (4) alternates should any participant leave before the program commences. Alternates not selected for a Fellowship spot will be placed on a waitlist and may still participate if a spot becomes available and the DISTRICT supports release time for participation.
   c) Names and contact information of next school-year's fellows to be provided to THE TECH by March 1 and must meet the following criteria:
      (1) Classroom or expanded learning educator of core subjects (ELA, math, science, social studies, RSP) or CTE in grades K-12.
      (2) Enthusiastic and committed to the full 12–16-month program requirements.

      NOTE: Fellows can only be replaced between CoP 1 & CoP 2 on condition that the replacement Fellow will attend a make-up session for CoP 1 fully supported and compensated by the DISTRICT. Enrolled Fellows may be dropped from the program in any of the following circumstances:

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(a) Misses any combination of two (2) CoPs or observations,

(b) Misses more than seven (7) hours of Summer Institute,

(c) Demonstrates an unwillingness to participate or behaves in a manner that negatively impacts the learning goals of other participants

(d) Leaves the employment of the DISTRICT at any time during the 12–16-month Fellowship.

(e) Has completed 9 or less hours of independent learning by April of 2025.

d) Supported by an administrator/supervisor to provide professional development to other educators in the second half of the program

Notify DISTRICT representatives who attend onsite events at The Tech, proof of completed COVID vaccination including boosters must be provided prior to entry.

II. THE TECH agrees to:

A. Meet with the Superintendent or Asst. Superintendent of the District one to two times each year to ensure alignment of TECH ACADEMIES with the goals of the DISTRICT and to make adjustments, if necessary.

B. Provide technical assistance in the form of consulting on district-wide STEM structures/plans, brokering of resources, coaching, observations and opportunities to network with other engineering, Project Based Learning, and STEAM community, higher education and industry programs in support of district-wide STEM implementation.

C. Develop content, support self-paced professional development opportunities customized to fellow's needs, plan agendas, procure materials, coordinate logistics/communication, and co-facilitate:

1. Four (4) half-day CoP meetings, Fellowship culmination and one (1) observation. Content will focus on effective engineering/STEM instruction, and development of critical 21st Century Skills.
2. One (1) eight-day Summer Institute for fellows with a focus on co-developing individual STEAM focus projects. Content will focus on NGSS and CCSS-aligned, cross-curricular, engineering or computer science lesson development, engineering and computer science facilitation and leadership skills. The Tech staff will collaborate with Engineering Education Leaders, San Jose State University (SJSU) Jay Pinson STEM Education Program and STEM Professionals to co-facilitate these Summer Institutes.
3. Reflections on engineering/CT lessons by fellows during the Fellowship.
4. Observations of fellows delivering professional development on engineering/CT instruction to at least three (3) non-fellow educators.

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5. Report to the DISTRICT the days and times fellows are attending CoP sessions and documentation related to the Independent Learning Components 1-3. Independent Learning documentation may include dated certificates of completion, estimated time for completion of each assignment, log-sheet from fellow of date/ times worked on each assignment, sign-in sheets, or other verification of participation. Total hours for approved Independent Learning Components not to exceed 20 hours. Any additional independent learning opportunities will be outside of the scope of this agreement. Fellows will be directed to their district for approval.

D. Pay stipends, on behalf of the DISTRICT and with DISTRICT approval including verification of continued employment, to each fellow upon completion of the following:
   1. Full time attendance at the entire two-week Summer Institute program and completion of a co-developed engineering or computer science lesson/tools for training other educators.
      a) Stipend not to exceed $2,100 for completing full fifty (50) hour program and the completion of an individualized field trip. An additional stipend of $100 will be paid if in-person meals are not provided during Summer Institute.
         i) Prior to disbursement, THE TECH will notify all fellows that stipend payments will not include deductions typically withheld in direct payments from DISTRICT (i.e. STRS, taxes) as follows:

            "We will soon electronically deposit your stipend check for the Tech's 202_ Summer Institute, paid to you on behalf of your school district. Receipt of payment should not in any way be construed to constitute you as an agent, employee, or representative of The Tech Interactive. All payments and other considerations provided to you are made without withholdings or deductions of any kind, and you are solely responsible for fulfilling all tax and other obligations associated with this payment. Additionally, payments will not be included in your retirement benefits calculations. Please note that stipends are considered taxable income and should be declared when you file your taxes. You will receive an IRS 1099-MISC: Miscellaneous Income form at the end of the tax year for payments exceeding $600 annually."

      b) $200 will be deducted for each day that a participant misses more than an hour of Summer Institute. In the event of unforeseeable circumstances (i.e. illness, family emergency) and with pre-approval from The Tech, participants will have opportunities during the Summer Institute to make up hours missed (up to 7 hours).
      c) Except at the sole discretion of The Tech, no stipend will be paid for any fellow missing more than seven (7) hours of the Summer Institute. Partial stipends may be approved in the event of unforeseeable circumstances. No stipend will be paid to any fellow failing to continue employment with DISTRICT at the start of the new school year.

   2) Implementation of a baseline survey with at least 1 class of students of each fellow by February 2025.
      a) Provide additional non-cash incentives in value of up to $100, to fellows upon completion of this requirement.

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201 S. Market St.
San Jose, CA 95113
1-408-294-8324
thetech.org

3) Implementation of a student post-participation survey with at least 1 class of students and completion of an educator post-participation survey by April, 202 6.
    a) An amount not to exceed $150 to each fellow up will be paid to each fellow upon demonstrating completion of this requirement. Only one stipend will be paid per fellow.
4) Delivery of one (1) hour of professional development on engineering or computational thinking instruction to at least three (3) non-fellow educators within the school, district or expanded learning organization and completion of student and educator pre- and post- participation surveys.
    a) An amount not to exceed $200 will be paid to each fellow upon demonstrating completion of this requirement including submitting an agenda(s) and sign-in sheet(s). Only one stipend will be paid per Fellow.

B. As possible, provide additional non-cash incentives in value of up to $50, not to exceed $250 per site, to non-fellow educators upon completion of two (2) hours of professional development related to The Tech Academies learning model and facilitated by a current participant.

C. Pay reasonable conference travel expenses for co-presenters of THE TECH'S learning model. Travel expenses must be pre-approved in writing by THE TECH and will be reimbursed through THE TECH'S current reimbursement procedures.

D. Provide suggested Local Control and Availability Plan (LCAP) language for the Tech Academies Fellowship.

E. Provide Tech Academies Fellowship brochure, PowerPoint presentation, website, informational webinars and other recruitment and selection supports to DISTRICT representatives.

F. Notify of available corporate donations, grant-funded field trip opportunities, and additional professional development opportunities offered through THE TECH'S Bowers Institute.

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **Purchasing** Contract No.: _____ Vendor No.: _____

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

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval, and a Board Policy Memo for Contracts $100,000 and over.

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

Name of Individual/Company: Santa Clara County Office of Education

Address: 1290 Ridder Park Dr. City: San Jose State: CA Zip: 95131

Phone: (408) 453-6842 Email: afisher@sccoe.org

SSN: _____ Fed I.D. #: 77-0272168

CONTRACT TERM: start dates January 01, 2025 end date December 31, 2025

CONTRACTOR'S OBLIGATION:

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

Santa Clara County Office of Education (SCCOE) to provide a coordinator from the Educator Preparation Programs Department to provide professional support, including coaching and technical assistance to Alum Rock Union Elementary School District (ARUSD) on an as needed basis.

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

X a. **Fee Rate:** $276.50 per hr+1/2 prep time Not to Exceed $10,000 of services.

_____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
120	6054	0	5815	00	0001	1000	000050	065	6055	$10,000	12/10/24
											12/10/24

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Dr. Dianna J. Ballesteros Dr. Dianna Ballesteros, Director of Early Learning Date: 11 / 12 / 2024

Director of Fiscal Services: _____ Date: 12/10/24

Asst. Supt., of Business Services: _____ Date: 12/10/24

Superintendent: _____ Date: _____

Doc ID: 8785fee46edec46e692b6b1c302d03fe18821712

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Alum Rock School District

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Alum Rock 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 supporting a Transitional Kindergarten Teacher Community of Practice.

2. Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☒ Be a premier service organization.

3. Responsibilities

3.1. The Agency Responsibilities:

Provide a site within The Agency for the Community of Practice meetings on an as needed basis.

3.2. The SCCOE Responsibilities:

Provide a coordinator from the Educator Preparation Programs Department to provide professional support, including coaching and technical assistance to The Agency on 1/28/2025; 3/4/2025; and 5/13/2025.

3.3. Shared Responsibilities:

Provide formative assessment of The Agency's Community of Practice.

3.4. Delivery of Services and Use of Resources:

The SCCOE will provide one staff member provide services outlined in Section 3.2above at the rate indicated in Section 5.

4. Duration of Agreement

The Agreement begins on January 1, 2025 and ends on December 31, 2025

5. Articulation of Monies/Compensation

The Agency will pay for hourly professional support, including coaching, and technical assistance at the rate $276.50 per hour + ½ hour preparation time. Not to exceed $10,000.

5.1.2 The Agency will be invoiced by SCCOE only for professional support services rendered.

5.1.3 The Agency will remit payment to Educator Preparation Programs at the Santa Clara County Office of Education upon receipt of invoice.

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

☐ Yes, Data Sharing agreement/form attached

☒ No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon ten (10) days advance written notice to the other Party.

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

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

Date: _____

Address: 1290 Ridder Park Dr.
San Jose, CA 95131

Phone: (408)-453-6842

Email: afisher@sccoe.org

Alum Rock School District:

By: _____
Signature of Authorized Agency Official

Name: Germen Cerda

Title: Superintendent

Date: _____

Address: 2000 Kammerer Ave
San Jose, CA 95116

Phone: (408) 928-7284

Email: German.Cerda@arusd.org

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. MY 259041

Original P.O Amount $_____ Contract Original Amount $ 0.00

Vendor Name: Saint Mary's College Vendor No. 013204

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 additional agreement for superintendent's 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 the MFT/PCC Supervised Field Placement Agreement for signature.

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: 11/4/2024 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.)

Docusign Envelope ID: 140D5A60-F7FA-45F8-B54F-790605F0C7F7

Saint Mary's College of California
1928 St. Mary's Road, PMB 4350
Moraga, CA 94575
tel. 925.631.4700 www.stmarys-ca.edu/soe

Kalmanovitz School of Education

MFT/PCC SUPERVISED FIELD PLACEMENT AGREEMENT FOR PAID TRAINEES

This MFT/PCC Supervised Field Placement Agreement is entered into by and between **Saint Mary's College of California** ("Saint Mary's") and Alum Rock Union Elementary School District ("Placement Site").

RECITALS

A. SAINT MARY'S conducts a master's degree program in marriage and family therapy (MFT) and professional clinical counseling (PCC) designed to prepare students ("Trainees") to become licensed marriage and family therapists (LMFTs) and licensed professional clinical counselors (LPCCs). As part of its program, SAINT MARY'S is required to provide its students with supervised fieldwork experience that meets the applicable requirements in California law (Cal. Bus. & Prof. Code §4980, et seq. and §4999.10, et seq.).

B. The PLACEMENT SITE responsible for TRAINEES is one of the following: a governmental entity, educational institution, nonprofit charitable corporation, and/or licensed health facility. PLACEMENT SITE represents that it has the capacity to provide supervised fieldwork experience for MFT/PCC students within the requirements of California law.

C. The PLACEMENT SITE'S SUPERVISORS are currently licensed as one of the following: LMFT, LCSW, LPCC, LEP, Lic. Clinical Psychologist, and/or Lic. Board Certified Psychiatrist.
SUPERVISORS provide services on behalf of the PLACEMENT SITE and are qualified to furnish the supervision required under California law for both MFT and professional clinical counselor (PCC) trainees.

D. TRAINEES are currently enrolled as students in SAINT MARY'S master's degree program for MFT/PCCs. TRAINEES require supervised fieldwork experience in order to complete the program.

AGREEMENTS

1. Responsibilities of SAINT MARY'S

Under this Agreement, SAINT MARY'S shall perform the following functions:

a. Approve the PLACEMENT SITE for TRAINEES.

b. Evaluate the propriety of the supervised fieldwork experience provided for the TRAINEE in terms of the educational objectives of its MFT/PCC program.

c. TRAINEE shall not be considered by any party hereto to be an employee or agent of SAINT MARY'S.

2. Responsibilities of the PLACEMENT SITE

Under this Agreement, the PLACEMENT SITE shall perform the following functions:

a. Provide TRAINEES, as paid employees, with a minimum of 10 hours per week of fieldwork experience for part-time trainees and approximately 16-24 hours per week of fieldwork experience for full-time trainees, under the supervision of the SUPERVISOR, within the scope of practice of a MFT/PCC. Such experience shall meet the requirements of the MFT scope of practice (Cal. Bus. &

Prof. Code §4980.36 (d)(1)(B)) and the PCC scope of practice (Cal. Bus. & Prof. Code §4999.33(c)(3)). The TRAINEES shall be considered employees of PLACEMENT SITE for all purposes, including the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, medical leave, personal leave, retirement benefits, or any other payments or benefits for or on behalf of the PLACEMENT SITE'S employees as may be applicable to TRAINEES' position.

b. Evaluate in an appropriate manner the credentials and qualifications of the SUPERVISOR and any employee who otherwise provides supervision to the TRAINEES, and provide SAINT MARY's with proof of supervisor qualifications (copy of current license and completion of required CEU Supervisor course training, as applicable).
c. Orient TRAINEES and SUPERVISORS to its policies and practices.
d. Provide adequate resources to TRAINEES and SUPERVISORS to allow them to provide clinically appropriate services to clients.
e. To the extent that TRAINEE requires any form of accommodation related to facilities access and navigability in accordance with the Americans with Disabilities Act or any similar law or regulation, provide such accommodation as reasonable and appropriate under the specific circumstances.
f. Notify SAINT MARY'S in a timely manner of any difficulties in the work performance of the TRAINEE.
g. Provide TRAINEES and SUPERVISORS with an emergency response plan that ensures the safety and security of the TRAINEES, the SUPERVISORS, and their clients.
h. Understand that Saint Mary's Counseling Department students (MFT/PCC TRAINEES) are required where possible to audio record clients or students for the duration of this Agreement. Ensure that the Supervisor is aware of the student's requirement to audio record and guide the SUPERVISORS on the correct release forms appropriate for the agency or school in which the students are placed. Understand further that students may not audio record, and must not be permitted to audio record, if they have not obtained written permission from the client (or parent or legal guardian if the client is a minor or otherwise incapable of providing consent).

3. Responsibilities of the SUPERVISOR

Under this Agreement, the PLACEMENT SITE is responsible for ensuring that its SUPERVISORS perform the following functions:

a. Provide supervision of the TRAINEE's fieldwork experience in accordance with all laws and standards governing MFT/PCCs. The SUPERVISOR shall monitor the quality of the TRAINEE's work through a combination of some or all of the following: direct observation, video recording, audio recording, case presentation, review of process and progress notes, oral trainee report, role-playing, and other methods as approved by Saint Mary's.
b. Providing the correct amount of weekly supervision (5:1) ratio for trainees, as stipulated by the BBS. For supervisors supervising in California, an average of at least one (1) hour of direct supervision for every five (5) hours of client contact in each setting is required for trainees.
c. Sign and abide by the "Supervision Agreement" Board of Behavioral Science (BBS) document.

d. Ensure that PLACEMENT SITE and SAINT MARY's have been provided a current copy of the SUPERVISORS' licenses, certification of completion of BBS required supervision 6-hour course training (15 hours for new supervisors), and immediately notify SAINT MARY'S and the TRAINEES of any action that may affect their licensure.
e. Complete evaluation forms for each TRAINEE for SAINT MARY'S as required up to 4 times per year.
f. Review and sign the TRAINEE's "Marriage and Family Therapist Trainee/Intern Weekly Log of Experience Hours" on a weekly basis.
g. Review and sign the "Marriage and Family Therapist Experience Verification" forms for TRAINEES.
h. Notify SAINT MARY'S in a timely manner of any difficulties in the work performance of the TRAINEES.
i. Abide by the ethical standards for supervisors promulgated by the American Association of Marriage and Family Therapy, the California Association of Marriage and Family Therapists, the American Counseling Association, and CALPCC.

4. Responsibilities of the TRAINEE

Under this Agreement, SAINT MARY'S is responsible for ensuring that TRAINEES are aware that they are required to perform the following functions:

a. Acknowledge that TRAINEE'S placement status at all times is as an employee of the PLACEMENT SITE, and not as an employee of SAINT MARY'S.
b. Participate in the fieldwork experience at the PLACEMENT SITE under the oversight of the SUPERVISOR.
c. Ensure the "Supervision Agreement" BBS form has been completed prior to commencing clinical counseling hours of supervised fieldwork at the PLACEMENT SITE, and provide a copy to SAINT MARY'S COUNSELING FIELD EXPERIENCE SEMINAR INSTRUCTOR.
d. Maintain a "Marriage and Family Therapy Weekly Log of Experience" form, to be reviewed and signed by the SUPERVISOR on a weekly basis.
e. Be responsible, together with the SUPERVISOR, for providing complete and accurate documentation to the California Board of Behavioral Science in order to gain hours of experience toward licensure.
f. Be responsible for learning those policies of the PLACEMENT SITE that govern the conduct of regular employees, volunteers, and trainees, and for complying with such policies.
g. Be responsible for participating in the periodic evaluation of his or her work at the PLACEMENT SITE and for delivering a written summary to SAINT MARY'S.
h. Be responsible for notifying SAINT MARY'S in a timely manner of any professional or personal difficulties that may affect the performance of professional duties and responsibilities at the PLACEMENT SITE.
i. Abide by the ethical standards of the American Association of Marriage and Family Therapy, the California Association of Marriage and Family Therapists, the American Counseling Association, and CALPCC.
j. Abide by the SAINT MARY'S 15 Personal & Professional Competencies for counseling students.

5. **Term**

The Term of this Agreement shall commence on September 13, 2024, ("Effective Date"), and shall terminate on August 1, 2027.

6. **Termination**

a. SAINT MARY'S may terminate this Agreement with cause in accordance with its academic policies.

b. The PLACEMENT SITE may terminate this Agreement with cause in accordance with its employment or volunteer policies.

c. Any party may terminate this Agreement at any time without cause by giving all other parties thirty (30) days' notice of its intention to terminate.

d. The termination of this Agreement shall in no way affect TRAINEE'S ability to terminate any written employment or volunteer arrangement with the PLACEMENT SITE. In the event that this Agreement or the TRAINEE's employment or volunteer arrangement with the PLACEMENT SITE is terminated for any reason, the TRAINEE and SUPERVISOR shall act in a clinically appropriate manner with regard to clients and shall effectuate transfer to the care of other appropriate persons.

e. Prior to terminating this Agreement with or without cause, a party to this Agreement shall consult with all other parties to attempt to resolve any disagreements and/or disputes in order to complete the Agreement through its scheduled end date.

f. In the event of termination for any reason not related to cause or conduct created by the TRAINEE, SAINT MARY'S, SUPERVISOR, and PLACEMENT SITE shall attempt to enable TRAINEE to complete their experiential learning with a new SUPERVISOR or at an alternate PLACEMENT SITE.

7. **Amendments**

This Agreement may be amended at any time with the consent of all the parties. Any such amendment must be in writing and must be signed by each party. This Agreement contains the entire understanding of the parties regarding their rights and duties under it. Any alleged oral representation or modification concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by all parties.

8. **Indemnification**

The PLACEMENT SITE assumes all risk and liability for the acts or omissions of the TRAINEE, and therefore agrees to indemnify, protect, and release SAINT MARY'S and each and every SAINT MARY'S trustee, officer, agent, faculty member, and employee from all liability, losses, injury, damages, claims, suits, and fees, including attorneys' fees, costs or judgments, which may arise from the TRAINEE'S performance of services while at the PLACEMENT SITE. The assumption of risk, liability, and indemnification under this Section 8 shall survive the termination of this Agreement.

9. **Insurance**

a. During the term of this Agreement, the PLACEMENT SITE shall maintain in force, at its own expense, a policy or policies of professional liability insurance with minimum limits acceptable to SAINT MARY'S. The PLACEMENT SITE shall provide SAINT MARY'S with a certificate from each insurer naming SAINT MARY'S as an additional insured and stating that the policy cannot be reduced in

limits or coverage and cannot be cancelled or revoked without at least ten (10) days' prior written notice to SAINT MARY'S.

b. During the term of this Agreement, the PLACEMENT SITE shall maintain in force, at its own expense, workers' compensation insurance in a form consistent with California law acceptable to SAINT MARY'S covering the TRAINEE while performing services on behalf of the PLACEMENT SITE.

10. Notice

Any notice to either Party hereunder must be in writing signed by the Party giving notice, and shall be served either personally or by registered or certified mail, when addressed as follows:

FOR SAINT MARY'S

Saint Mary's College of California
Kalmanovitz School of Education
c/o Dora Scott
1928 St. Mary's Road, PMB 4350
Moraga, CA 94575-4350
Email: das19@stmarys-ca.edu

FOR PLACEMENT SITE

Name: Alum Rock Union Elementary School District/SEL Department
Address: 2930 Gay Ave., San Jose, CA 95127
Email: julieta.flores@arusd.org
Telephone: 408-928-7323

Any Party may hereafter designate a new address or contact person by providing written notice of such change in address or contact as may be appropriate. All such notices shall be effective only when received by the addressee.

11. FERPA

All parties will maintain in strict confidentiality all student information and will not share, sell, or use such information for any purpose other than in a manner that is fully in compliance with the terms of the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232(g)) ("FERPA") and all other applicable laws regarding the disclosure, maintenance and preservation of confidentiality of student records. All parties further agree to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)).

12. GDPR

The parties acknowledge that personally identifiable information may be protected by other regulations including the General Data Protection Regulations ("GDPR") of the European Union, and that generally this data cannot be shared, sold, or used for any purpose other than in a manner that is fully in compliance with such regulations, and all other applicable laws regarding the disclosure, maintenance and preservation of personally identifiable information.

13. STATEMENT ON CORONAVIRUS

Pursuant to the terms of the Statement on Coronavirus Disease 2019 (COVID-19) and Telehealth issued by the Board of Behavioral Sciences (BBS) effective March 12, 2020 and until further notice, details of which can be found at https://bbs.ca.gov/, the Parties will allow both Marriage and Family Therapy Trainees and Professional Clinical Counselor Trainees to provide telehealth and receive video supervision during practicum for all current placement sites, as approved by the Counseling Department at Saint Mary's in accordance with current BBS regulations.

IN WITNESS WHEREOF, each of the persons signing below on behalf of each party represent and warrant that they are duly authorized to execute this Agreement and bind their respective parties hereto and that no other signatures are required. Each of the Parties hereto represents that this Agreement has been duly and regularly authorized and is binding upon the Party making such representation, taking effect as of the Effective Date first stated above. An electronic copy of this Agreement shall be considered valid as if an original.

PLACEMENT SITE REPRESENTATIVE

Signature: _____

Print Name: Germán Cerda

Title: Superintendent

Date: _____

SAINT MARY'S COLLEGE OF CALIFORNIA

Signature: DocuSigned by: Marc Loupe B3239076ED5B468...

Marc Loupé

Interim Vice President for Finance and Administration

Date: 10/4/2024

8.09

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: **December 19, 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 TF Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Recommend Approval

8.09
Agenda Placement

Meeting: December 19, 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
December 19, 2024 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Aptitud Suyen Jimenez	01/06/2025- 06/30/2025	All for KIDZ- The Ned Shows	No Cost	All for KIDZ will present NED'S Mindset mission, a single 45-minute assembly, to Aptitud students in grades 3rd-8th. Funding: General
Russo McEntee Tanu Kohli	01/06/2025- 06/30/2025	California Native Garden Foundation	$4,000.00	California Native Garden Foundation will provide lessons to two kinder and one TK class in nature education. Lessons will include visits from Ohlone tribal story tellers engaging the student sin toy making, singing, and dancing. Funding: Restricted
Russo McEntee Tanu Kohli	01/06/2025- 06/30/2025	Playlosophy	$12,000.00	Playlosophy will operate an on campus after-school soccer program at Russo McEntee Academy. A total of 20 sessions will be provided. All equipment will be provided by Playlosophy. Funding: Restricted
Sheppard Jennifer Doherty	01/06/2025- 06/30/2025	Social and Environmental Entrepreneurs	$2,000.00	Social and Environmental Entrepreneurs will provide an experience for middle school students and their families for a night event for approximately 150 people. Funding: Restricted
Human Resources Cesar Torrico	11/15/2024- 06/30/2025	Arcina Risk Group	$7,500.00	Arcina's claims advocacy services include (but aren't limited to) providing notice to and following up with pertinent insurers to request the requisite defense and indemnity obligations for the misconduct claims, preparing all evidence of insurance to support the claim submission, and tracking carrier acknowledgements. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Instructional Services Sandra Garcia	11/15/2024- 11/17/2025	The Hanover Research Council LLC	No Cost Increase	Contract Extension: CO 257795, Board Approved November 14, 2024. Original Contract Amount $49,500.00. Original Term Dates 11/15/2024 through 06/30/2025. New Term Dates 11/15/2024 through 11/17/2025. Ratification of Original Term dates to reflect multi-year contract. Funding: Restricted.

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Aptitud Academy (School/Dept.) VENDOR NO. 018312

Submitted by: Suyen Jimenez

☑ **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: All for KIDZ

Address: 20700 44th Ave W Suite 280 City: Lynnwood State: WA Zip: 98036

Phone: (877) 872-9696 Email Address: contracts@allforkidz.com

SSN: _____ or Fed I.D. #: 91-1456155

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on Jan 6, 2025, 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").

All for KIDZ will present NED's Mindset Mission, a single 45 minute assembly to Aptitud students grades 3rd-8th.

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

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

☑ b. **Other:** $_____ (describe rate agreement) no charge to site (pay-it-forward program)

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	000000	120	7221	$0	12/6/24

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

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.

9. **INDEMNIFICATION:** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

10. **INSURANCE:** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 9 above, Contractor shall secure and maintain throughout the Term of this Agreement the insurance with minimum limits as described in the attached Exhibit A, School Programs Insurance Requirements. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance. The Contractor will maintain general liability insurance, including automobile coverage, in an amount as may be reasonably necessary to assure compliance with the indemnification provision, herein above. Additional insurance may he required by ARUESD. The Contractor agrees to produce copies of the required policies of insurance upon request of ARUESD. All or certain of the requirements of this provision may be waived in writing by ARUESD; however, any waiver shall not affect the Contractor's other obligations under this Agreement.

11. **NON-DISCRIMINATION/AFFIRMATIVE ACTION:** No discrimination shall be made in the employment of persons under this agreement because of the race, color, national origin, age, ancestry, physical handicap, religion, or sex of such person or any other basis protected by law. The Board of Trustees of ARUESD maintains a policy of providing equal opportunity in all aspects of employment.

12. **LICENSE AND AUTHORITY:** The Contractor warrants that he/she/it will maintain all necessary licenses, registrations, and certifications during the term of this agreement, and that, if other than a natural person, it is duly authorized to enter into this agreement by its governing or controlling body. Contractor shall provide evidence or copies of all necessary licenses, registrations and certifications upon ARUESD's request, including Criminal Background Checks (fingerprint clearance) according to provisions in Ed. Code 45125.1.

13. **EQUIPMENT AND FACILITIES:** The Contractor will provide all necessary equipment and facilities to render his/her/its services pursuant to this agreement, unless the parties to this agreement specifically agree in writing that said equipment and facilities will provided in a different manner.

14. **EXPENSES:** The Contractor shall be responsible for all costs and expenses incident to the performance of services for ARUESD, including but not limited to: all costs of equipment provided by the Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against the Contractor, and all other of the Contractor's costs of doing business. ARUESD shall not be responsible for an expenses incurred by the Contractor in performing services for ARUESD except as provided by the agreement.

15. **TAX REPORTING/PAYMENT RESPONSIBILITIES:** ARUESD shall provide an annual statement of compensation paid on the appropriate federal and/or state information forms. The Contractor is responsible for payment of any federal and/or state tax amounts due.

16. **ASSIGNMENT:** Without the written consent of ARUESD, this agreement is not assignable by the Contractor, either in whole or in part.

17. **GOVERNING LAW AND LABOR CODE:** The validity of this agreement and any of its terms or provisions a well as the rights and duties of the parties hereunder shall be governed by the State of California. The Contractor shall be subject to and shall comply with all Federal, State, and Local laws and regulations applicable with respect to its performance under this contract, including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including non-discrimination. Contractor shall comply with the applicable provisions of the Labor Code, Section 1720-1861, State of California, especially in regards to prevailing wages, copies of which are available at the District Office.

18. **AMBIGUITY:** The parties to this agreement, and each of them, hereby represent that the language contained herein is to be construed jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

19. **APPROVALS:** These signatures attest the parties' agreement hereto:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Program Manager: _____ Date: 11/18/24

Director of Fiscal Services: _____ Date: 12/6/24

Asst. Supt., Bus. Services: _____ Date: 12/6/24

Superintendent: _____ Date: _____

CONTRACTOR:

Name of Company/Contractor: All for KIDZ, Inc

Signature: Kim DesJardins Digitally signed by Kim DesJardins Date: 2024.11.13 07:31:08 -08'00' Date: 11/13/2024

Printed Name: Kim DesJardins Title: AR Manager

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

ALL★FOR KIDZ®

Scope of Work

We agree to:

- **Present NED's Mindset Mission on the date and time entered above.**
- **Grant access to resources and lesson plans** available at www.NEDteachers.com.
- **Provide downloadable files** for you to post and send home to promote the show.
- **Reserve the right to reschedule** the show due to performer illness or other extenuating circumstances. In the unlikely event of a change, the show will be moved to a mutually agreeable time.
- **Visit your school at no charge,** made possible by your school having the Pay-It-Forward Sale.
- **Provide prepaid shipping labels:** We pay for return postage on your unsold items.

Your school agrees to:

- **Print and send home the parent letter** a few days prior to the performance.
- **Make NED items available for purchase** for 5-10 school days following the show and do your best to "Pay-It-Forward" to another school.
- **Do your best to provide a NED play zone** for students to enjoy their NED items and safely practice yo-yo skills while reinforcing the NED message.
- **Protect our copyright.** Take pictures of the show if you wish, but agree and enforce that no part of the show may be video recorded, reproduced, or transmitted. The NED Shows reserves the right to occasionally audio or video record its employees for training purposes.
- **Contact us immediately** if you find it necessary to make any changes to your show time. If your school cancels within 14 days of the scheduled show date for any reason other than unforeseen acts of nature, i.e. inclement weather or school closures, you agree to pay a $200 cancellation fee

Set-up Requirements:

- 45-60 minute minimum set-up time is required, therefore someone will need to be available to let the performer in before normal school hours if necessary.
- Provide two 6' tables and one chair.

Aptitud Academy at Goss: "6, 2025 to June 30, 2025" , " All for KIDZ will present NED'S Mindset mission, a single 45 minute assembly, to Aptitud students grades 3rd-8th"

Kim Des Jardins AR Manager

THE NED SHOWS *Produced by All for Kidz®*

Character Education is Center Stage

US & CANADA 877-872-9696 ext. 143
UK 0800-328-6816 ext. 143
AUSTRALIA 1800 68 1112 ext. 143
NEW ZEALAND 0800 968 710 ext. 143

theNEDshows.com

NED'S mindset MISSION

A school-wide experience that transforms how students face challenges

From the moment your students enter the room, our captivating performer takes them on a 45-minute journey filled with humor, yo-yo and magic tricks, puppetry, and storytelling. NED's Mindset Mission introduces a cartoon character named NED who is on a very important mission: to find his mindset.

Never give up - understand the Power of Yet

Encourage others - spark courage in other people

Do your best - always be learning and growing

Led by clues and memorable characters, he overcomes Mt. Everest's toughest obstacles, uncovers inner-treasures on a Caribbean island, and grows his brain while repairing a sputtering spaceship.

Throughout the performance, your students discover how to activate their growth mindset to overcome social, emotional and academic challenges.

YEAR-ROUND CHARACTER EDUCATION

- Utilize free resources for lessons, activities and décor
- Develop common NED language around your school
- Set the standard for positive behavior expectations with NED
- Make NED a role model for your students

FREE Printables



Visit: www.MindsetMission.com

Call: 1-877-872-9696

1st to 5th only



INVITE NED TO YOUR SCHOOL

You can bring NED's Mindset Mission to your school without paying a fee when you participate in our Pay-It-Forward program.

Here's how it works: Instead of paying a fee for the assembly, you elect to make NED-messaged items available for purchase at your school for 5-10 days following the show. What you collect from that sale is what we accept as payment, and those proceeds help pay it forward so another school can experience NED's Mindset Mission.

Traditional payment options are also available.

Not one dime is taken from YOUR SCHOOL'S budget

There is NO MINIMUM sale requirement

We provide info to run a SMOOTH & EFFICIENT sale

Products sold include 3 STYLES of yo-yos and accessories

We pay the RETURN SHIPPING on all unsold items

SATISFACTION 100% GUARANTEE

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Russo/McEntee Academy (School/Dept.) VENDOR NO. _____

Submitted by: Tanu Kohli

☑ **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: California Native Garden Foundation

Address: 76 Race Street City: San Jose State: CA Zip: 95126

Phone: (408) 666-1518 Email Address: melissa.blum@gmail.com

SSN: _____ or Fed I.D. #: 72-1562616

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on January, 2025, and will diligently perform as required and complete performance by ~~May~~, 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").

California Native Garden Foundation will provide lessons to 2 kinder and 1 TK class in nature education. Lessons will include visits from Ohlone tribal story tellers engaging the students in toy making, singing, and dancing.

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:** $4000 (describe rate agreement) 36 classes over 12 weeks

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS OFC Initials
060	9010	00	5815	00	1110	1000	000000	320	2104	$4000	12/10/24
											AUB 12/10/24

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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.

9. **INDEMNIFICATION:** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

10. **INSURANCE**: Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 9 above, Contractor shall secure and maintain throughout the Term of this Agreement the insurance with minimum limits as described in the attached Exhibit A, School Programs Insurance Requirements. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance. The Contractor will maintain general liability insurance, including automobile coverage, in an amount as may be reasonably necessary to assure compliance with the indemnification provision, herein above. Additional insurance may he required by ARUESD. The Contractor agrees to produce copies of the required policies of insurance upon request of ARUESD. All or certain of the requirements of this provision may be waived in writing by ARUESD; however, any waiver shall not affect the Contractor's other obligations under this Agreement.

11. **NON-DISCRIMINATION/AFFIRMATIVE ACTION:** No discrimination shall be made in the employment of persons under this agreement because of the race, color, national origin, age, ancestry, physical handicap, religion, or sex of such person or any other basis protected by law. The Board of Trustees of ARUESD maintains a policy of providing equal opportunity in all aspects of employment.

12. **LICENSE AND AUTHORITY:** The Contractor warrants that he/she/it will maintain all necessary licenses, registrations, and certifications during the term of this agreement, and that, if other than a natural person, it is duly authorized to enter into this agreement by its governing or controlling body. Contractor shall provide evidence or copies of all necessary licenses, registrations and certifications upon ARUESD's request, including Criminal Background Checks (fingerprint clearance) according to provisions in Ed. Code 45125.1.

13. **EQUIPMENT AND FACILITIES:** The Contractor will provide all necessary equipment and facilities to render his/her/its services pursuant to this agreement, unless the parties to this agreement specifically agree in writing that said equipment and facilities will provided in a different manner.

14. **EXPENSES:** The Contractor shall be responsible for all costs and expenses incident to the performance of services for ARUESD, including but not limited to: all costs of equipment provided by the Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against the Contractor, and all other of the Contractor's costs of doing business. ARUESD shall not be responsible for an expenses incurred by the Contractor in performing services for ARUESD except as provided by the agreement.

15. **TAX REPORTING/PAYMENT RESPONSIBILITIES:** ARUESD shall provide an annual statement of compensation paid on the appropriate federal and/or state information forms. The Contractor is responsible for payment of any federal and/or state tax amounts due.

16. **ASSIGNMENT:** Without the written consent of ARUESD, this agreement is not assignable by the Contractor, either in whole or in part.

17. **GOVERNING LAW AND LABOR CODE:** The validity of this agreement and any of its terms or provisions a well as the rights and duties of the parties hereunder shall be governed by the State of California. The Contractor shall be subject to and shall comply with all Federal, State, and Local laws and regulations applicable with respect to its performance under this contract, including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including non-discrimination. Contractor shall comply with the applicable provisions of the Labor Code, Section 1720-1861, State of California, especially in regards to prevailing wages, copies of which are available at the District Office.

18. **AMBIGUITY:** The parties to this agreement, and each of them, hereby represent that the language contained herein is to be construed jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

19. **APPROVALS:** These signatures attest the parties' agreement hereto:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Program Manager: _____ Date: 11/5/2024

Director of Fiscal Services: _____ Date: 12/10/24

Asst. Supt., Bus. Services: _____ Date: 12/10/24

Superintendent: _____ Date: _____

CONTRACTOR:

Name of Company/Contractor: California Native Garden Foundation

Signature: _____ Date: Nov. 5, 2024

Printed Name: Dr Melissa Blum Title: Board Chair

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

California Native Garden Foundation
76 Race Street, San Jose, CA 95126
(408) 666-1518 • alrie@cngf.org • www.cngf.org





Responsibilities of California Native Garden Foundation (Scope of Work):

CNGF appreciates the opportunity to be a partner of Russo McEntee's mission to provide ecological education, freshly grown food, and an understanding of Indigenous foods and culture. Our teachers, events team, and volunteers are excited to continue this partnership and we're looking forward to engaging students, families, staff, and teachers in our programs.

We are pleased to offer this proposal to teach two kindergarten classes and one TK class with a CNGF instructor experienced in nature education with young children, using our "Playing with Intent" curriculum.

Lessons will also include two visits from an Indigenous storyteller. They may demonstrate the making or use of tools or toys made from plant materials, or tell stories or share songs or dance to engage the children.

We will also be providing a series of food events, free of cost, to the Russo McEntee Community through our Santa Clara County Food Resiliency Grant. The themes of these events will also align with our curriculum.

1. Harvest Festival - November 7, 5-7 pm pumpkin soup (200 people)
2. Reading Under the Stars - Feb. 28th 5-7 pm (200 people)
3. Earth Day - April 24th, 5-7 pm (500 people)

CNGF will provide

- Insurance
- Fingerprinting
- TB testing for instructors
- Instructors trained in outdoor/garden education
- CNGF "Playing with Intent" Curriculum, which may include:

- Storytelling about local plants and animal relationships
- Hands-on gardening in the serenity garden or outdoor classroom,
- Tasting foods and beverages made from farm-to-table plants
- Learning to identify different parts of garden plants and their function
- Learning about compost, the water cycle, pollinators, and our local ecosystem
- Learning about relationships between native plants and animals
- Music, movement, and play, based on garden themes

- Indigenous Storytelling or activities led by local Indigenous tribal members
- 3 Community Farm-to-Table Food Events

Teacher for 36 twenty minute classes over 12 weeks
30 minutes prep time for every hour of class time (Total Teacher stipend - $2175)
Materials and food: $325
Tribal member lessons $1500
Total: $4000

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Russo/McEntee Academy (School/Dept.) VENDOR NO. _____

Submitted by: Tanu Kohli

☑ **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: Playlosophy

Address: 380 Vista Roma Way, Unit 306 City: San Jose State: CA Zip: 95136

Phone: (408) 373-7906 Email Address: playlosophyCA@gmail.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on January, 2025, and will diligently perform as required and complete performance by June, 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").

Playlosophy will operate an after-school soccer program at Russo/McEntee Academy. All students in Russo/McEntee are encouraged to participate in the program. All equipment will be provided by Playlosophy. A total of 20 sessions will be provided.

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

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

☑ b. **Other:** $12,000 (describe rate agreement) $600 per session for total of 20 sessions

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS OFC Initials
088	8210	0	5815	00	1110	4000	000000	320	0502	$12,000	MN 12/5/24

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

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.

9. **INDEMNIFICATION:** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

10. **INSURANCE**: Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 9 above, Contractor shall secure and maintain throughout the Term of this Agreement the insurance with minimum limits as described in the attached Exhibit A, School Programs Insurance Requirements. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance. The Contractor will maintain general liability insurance, including automobile coverage, in an amount as may be reasonably necessary to assure compliance with the indemnification provision, herein above. Additional insurance may he required by ARUESD. The Contractor agrees to produce copies of the required policies of insurance upon request of ARUESD. All or certain of the requirements of this provision may be waived in writing by ARUESD; however, any waiver shall not affect the Contractor's other obligations under this Agreement.

11. **NON-DISCRIMINATION/AFFIRMATIVE ACTION:** No discrimination shall be made in the employment of persons under this agreement because of the race, color, national origin, age, ancestry, physical handicap, religion, or sex of such person or any other basis protected by law. The Board of Trustees of ARUESD maintains a policy of providing equal opportunity in all aspects of employment.

12. **LICENSE AND AUTHORITY:** The Contractor warrants that he/she/it will maintain all necessary licenses, registrations, and certifications during the term of this agreement, and that, if other than a natural person, it is duly authorized to enter into this agreement by its governing or controlling body. Contractor shall provide evidence or copies of all necessary licenses, registrations and certifications upon ARUESD's request, including Criminal Background Checks (fingerprint clearance) according to provisions in Ed. Code 45125.1.

13. **EQUIPMENT AND FACILITIES:** The Contractor will provide all necessary equipment and facilities to render his/her/its services pursuant to this agreement, unless the parties to this agreement specifically agree in writing that said equipment and facilities will provided in a different manner.

14. **EXPENSES:** The Contractor shall be responsible for all costs and expenses incident to the performance of services for ARUESD, including but not limited to: all costs of equipment provided by the Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against the Contractor, and all other of the Contractor's costs of doing business. ARUESD shall not be responsible for an expenses incurred by the Contractor in performing services for ARUESD except as provided by the agreement.

15. **TAX REPORTING/PAYMENT RESPONSIBILITIES:** ARUESD shall provide an annual statement of compensation paid on the appropriate federal and/or state information forms. The Contractor is responsible for payment of any federal and/or state tax amounts due.

16. **ASSIGNMENT:** Without the written consent of ARUESD, this agreement is not assignable by the Contractor, either in whole or in part.

17. **GOVERNING LAW AND LABOR CODE:** The validity of this agreement and any of its terms or provisions a well as the rights and duties of the parties hereunder shall be governed by the State of California. The Contractor shall be subject to and shall comply with all Federal, State, and Local laws and regulations applicable with respect to its performance under this contract, including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including non-discrimination. Contractor shall comply with the applicable provisions of the Labor Code, Section 1720-1861, State of California, especially in regards to prevailing wages, copies of which are available at the District Office.

18. **AMBIGUITY:** The parties to this agreement, and each of them, hereby represent that the language contained herein is to be construed jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

19. **APPROVALS:** These signatures attest the parties' agreement hereto:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Program Manager: _____ Date: 11/14/2024

Director of Fiscal Services: _____ Date: 12/5/24

Asst. Supt., Bus. Services: _____ Date: 12/6/24

Superintendent: _____ Date: _____

CONTRACTOR:

Name of Company/Contractor: PLAYLOSOPHY

Signature: _____ Date: 11/14/24

Printed Name: KHOA NGUYEN Title: PRESIDENT

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Playlosophy

380 Vista Roma Way, Unit 306, San Jose, CA 95136

AFTER-SCHOOL SPORT PROGRAM 2025

Russo/McEntee Elementary (Alum Rock Unified School District)

START DATE: JANUARY 10TH, 2025

ESTIMATED COMPLETION BY: APRIL 4TH, 2025

PROGRAM PRICE:

$600 PER SESSION

$3,000: Kinder-1st GRADES | 1 DAY/WEEK (5 WEEKS)

$3,000: 2nd - 3rd GRADES | 1 DAY/WEEK (5 WEEKS)

$6,000: 4th - 5th GRADES | 1 DAY/WEEK (10 WEEKS)

$12,000 TOTAL DUE BY JANUARY 9TH, 2025

PLAYLOSOPHY will operate an after-school on campus SOCCER PROGRAM for RUSSO/MCENTEE(ARUSD). All equipment such as soccer balls, jerseys, goals, and other tools is included in total price and will be provided and managed by PLAYLOSOPHY.

PROPOSED TIMES & DATES:

TUESDAYS 3:00PM - 4:30PM (1.5 HOURS) for 4th and 5th Grades.

THURSDAYS 1:30PM - 3:00PM (1.5 HOURS) for Kindergarten, 1st, 2nd and 3rd Grades.

4th & 5th Grade 1/14/25 - 3/25/25

Kindergarten & 1st Grade 1/09/25 - 2/06/25

2nd & 3rd Grade 2/27/25 - 4/03/25

Make up days on Fridays if necessary. Program may extend past completion date to accommodate make-up sessions

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If PLAYLOSOPHY is unable to complete all 20 total sessions by the end of the 2024-25 school year, a refund of $600 per unfulfilled sessions will be prorated and refunded to the buyer RUSSO/MCENTEE (MHUSD).

THANK YOU

KHOA NGUYEN, OWNER

408-373-7906 | PlaylosophyCA@gmail.com

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Sheppard Middle School (School/Dept.) VENDOR NO. 301012

Submitted by: Jennifer Doherty

☑ **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: Social and Environmental Entrepeneurs

Address: 23564 Calabasas Rd. City: Calabasas State: CA Zip: 91302

Phone: (408) 515-1908 Email Address: daniel.kline@jmf.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on January 14, 20 25, 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").

Social and Environmental Entrepreneurs will provide an experience for middle school students and their families for a night event for approx 150 people.

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

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

☑ b. **Other:** $_____ (describe rate agreement) not to exceed $2000.00

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	3010	0	5815	0000	1110	1000	000000	170	1190	$2000.00	12/10/24
										MB 12/10/24	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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.

9. **INDEMNIFICATION:** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

10. **INSURANCE:** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 9 above, Contractor shall secure and maintain throughout the Term of this Agreement the insurance with minimum limits as described in the attached Exhibit A, School Programs Insurance Requirements. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance. The Contractor will maintain general liability insurance, including automobile coverage, in an amount as may be reasonably necessary to assure compliance with the indemnification provision, herein above. Additional insurance may he required by ARUESD. The Contractor agrees to produce copies of the required policies of insurance upon request of ARUESD. All or certain of the requirements of this provision may be waived in writing by ARUESD; however, any waiver shall not affect the Contractor's other obligations under this Agreement.

11. **NON-DISCRIMINATION/AFFIRMATIVE ACTION:** No discrimination shall be made in the employment of persons under this agreement because of the race, color, national origin, age, ancestry, physical handicap, religion, or sex of such person or any other basis protected by law. The Board of Trustees of ARUESD maintains a policy of providing equal opportunity in all aspects of employment.

12. **LICENSE AND AUTHORITY:** The Contractor warrants that he/she/it will maintain all necessary licenses, registrations, and certifications during the term of this agreement, and that, if other than a natural person, it is duly authorized to enter into this agreement by its governing or controlling body. Contractor shall provide evidence or copies of all necessary licenses, registrations and certifications upon ARUESD's request, including Criminal Background Checks (fingerprint clearance) according to provisions in Ed. Code 45125.1.

13. **EQUIPMENT AND FACILITIES:** The Contractor will provide all necessary equipment and facilities to render his/her/its services pursuant to this agreement, unless the parties to this agreement specifically agree in writing that said equipment and facilities will provided in a different manner.

14. **EXPENSES:** The Contractor shall be responsible for all costs and expenses incident to the performance of services for ARUESD, including but not limited to: all costs of equipment provided by the Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against the Contractor, and all other of the Contractor's costs of doing business. ARUESD shall not be responsible for an expenses incurred by the Contractor in performing services for ARUESD except as provided by the agreement.

15. **TAX REPORTING/PAYMENT RESPONSIBILITIES:** ARUESD shall provide an annual statement of compensation paid on the appropriate federal and/or state information forms. The Contractor is responsible for payment of any federal and/or state tax amounts due.

16. **ASSIGNMENT:** Without the written consent of ARUESD, this agreement is not assignable by the Contractor, either in whole or in part.

17. **GOVERNING LAW AND LABOR CODE:** The validity of this agreement and any of its terms or provisions a well as the rights and duties of the parties hereunder shall be governed by the State of California. The Contractor shall be subject to and shall comply with all Federal, State, and Local laws and regulations applicable with respect to its performance under this contract, including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including non-discrimination. Contractor shall comply with the applicable provisions of the Labor Code, Section 1720-1861, State of California, especially in regards to prevailing wages, copies of which are available at the District Office.

18. **AMBIGUITY:** The parties to this agreement, and each of them, hereby represent that the language contained herein is to be construed jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

19. **APPROVALS:** These signatures attest the parties' agreement hereto:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Program Manager: _____ Date: 11/21/24

Director of Fiscal Services: _____ Date: 12/10/24

Asst. Supt., Bus. Services: _____ Date: 12/10/24

Superintendent: _____ Date: _____

CONTRACTOR:

Name of Company/Contractor: Social and Environmental Entrepeneurs

Signature: _____ Date: 11/21/24

Printed Name: Jennifer Hoffman Title: CEO

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: be1421ba6e8308cad7b6b109b39323cee3f0c2ae

Julia Robinson Mathematics Festival

23456 Calabasas Road, Suite 201
Calabasas, CA 91302
(408) 515-1908
jrmf.org

Description of Services - Sheppard Middle School Math Festival

The Julia Robinson Mathematics Festival (JRMF), a project of Social and Environmental Entrepreneurs, will host a math festival for Sheppard Middle School on May 9, 2025.

Sheppard Middle School will provide a space with tables and chairs/benches and volunteers for the event. JRMF will provide all of the math activity supplies, lead a 1 hour volunteer training before the event, and set up and clean up for the event.

The timeline for the math festival is as follows:

- 7:40 - 8:40 AM PT - setup and volunteer training
- 8:40 AM - 3:05 PM PT - math festival for 7th grade classes
- 3:05 - 4:05 PM PT - cleanup

The cost for these services is $1200 and is to be paid within 1 week after the event.

For additional information about JRMF services, please contact daniel.kline@jrmf.org.

Daniel Kline

Executive Director

Julia Robinson Mathematics Festival

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Human Resources (School/Dept.) VENDOR NO. 301372

Submitted by: Missy Preiksa

☑ **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: Arcina Risk Group

Address: 835 Wilshire Blvd. Suite 400 City: Los Angeles State: CA Zip: 90017

Phone: (213) 234-9575 Email Address: rjanisch@arcinarisk.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").

Arcina's claims advocacy services include (but aren't limited to) providing notice to and follow up with pertinent insurers to request the requisite defense and indemnity obligations for the misconduct claims, prepare all evidence of insurance to support the claim submission, track carrier acknowledgements

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:** $7,500 (describe rate agreement) $125 - $325 per hour

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5810	00	0000	7200	000000	600	7700	$7,500	11/25/24

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

ARCINA
RISK GROUP
Uncover • Recover • Preserve

November 15, 2024

Ms. Missy Preiksa
Alum Rock Union Elementary School District
2930 Gay Ave.
San Jose, CA 95127

Dear Missy:

Thank you for the opportunity to continue to assist the Alum Rock Union Elementary School District ("ARUESD") in securing the requisite defense and indemnity obligations related to misconduct claims from responsive insurers as identified through insurance archaeology.

With the insurance archaeology work completed, Arcina's claims advocacy services for the term November 15, 2024 to June 30, 2025 include but are not limited to the following:

- Provide notice to and follow up with pertinent insurers to request the requisite defense and indemnity obligations for the misconduct claims
- Prepare all evidence of insurance to support the claim submission
- Review and analyze all appropriate policies to target the policies and/or carriers best suited to respond to specific claims
- Track carrier acknowledgements and coverage responses
- Negotiate with carriers to secure defense fees and indemnity obligations
- To the extent required, participate/manage settlement communications with insurers to ensure that ARUESD receives the maximum coverage benefit

BUDGET

Arcina will continue to bill on a time and expense basis with rates for claims advocacy ranging between $125 and $325/hour. The budget for completing the project as outlined above for ARUESD is estimated at $7,500. Arcina tracks time hourly and invoices its projects monthly. Detailed task descriptions for the team members working on this project will be provided with the invoice along with any expenses incurred. If it appears that more time and/or resources are required beyond the estimate, then Arcina will advise you as soon as possible and provide any revised budget estimates. Alternatively, if our research produces results early into the engagement, the budget will reflect the time and expense incurred. Expenses, such as trave, accommodations and fees charged by third parties, are in addition to the fee though none are expected. Payment of Arcina's invoices is due within 30 days.

STANDARD TERMS AND CONDITIONS

Conflicts

Arcina requests that you agree that our representation in the current discrete matter does not prevent Arcina from providing future services to clients adverse to you on matters not substantially related to the current matter.

Engagement Terms

If any person or entity requests or subpoenas any information or materials relating to this matter which are within Arcina's custody or control (or the custody or control of any Arcina agents or representatives), Arcina will inform you of such a request or subpoena. Should you require Arcina to take any legal action to seek protection against disclosure of such information or materials, you will either retain legal counsel to represent Arcina or you will indemnify Arcina for all costs and expenses including reasonable attorney's fees and disbursements, resulting from such action.

You jointly agree to hold harmless and indemnify Arcina (including our agents) against all claims, damages, and costs (including reasonable attorneys' fees and disbursements) arising out of this matter, except for such claims, damages and costs resulting from any actions by Arcina constituting negligence, fraud, willful and unlawful conduct or breach of the terms of this agreement.

Confidentiality

Except with Arcina's prior agreement, you agree that reports and information received from us will be treated as confidential and intended solely for your private and exclusive use.

If this letter is satisfactory, please kindly execute and return the signed copy. Arcina Risk Group appreciates the opportunity to continue our work with you and ARUESD.

Best regards,

ARCINA RISK GROUP

Richard Janisch

_____

Richard Janisch

AGREED AND ACCEPTED,

_____ _____

Alum Rock Union Elementary School District Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 257795

Original P.O Amount $_____ Contract Original Amount $49,500.00

Vendor Name: The Hanover Research Council LLC 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 Term Ratification

CONTRACTS ONLY

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

New Contract Total $_____
(including Change Orders)

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	080	6500	0	5815	00	5750	1120	000000	380	1820	0.00	

Reason for Adjustment:

Ratification of original term of: 11/15/2024 - 6/30/2025 to reflect a multi-year contract. The updated term should be 11/15/2024 - 11/17/2025.

School/Dept.: Instructional Services Requested by: Tracy Loftin

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

_____ Director/Program Manager

_____ Procurement Manager

Date Requested: 11/27/2024 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.)

Purchase Order

No. CO 257795

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: 021559
Phone: (202)559-0049
Fax: (804)239-3610
Email:

TO: THE HANOVER RESEARCH COUNCIL LLC
1750 H.ST. NW,2ND FLOOR
WASHINGTON DC 20006

PO DATE	SUBMITTED BY		SITE NAME		REQ. NO.
11/19/2024	MARIELA HEREDIA		ACADEMIC SERVICES		251851
TERMS	NOV.24 FIRMS	FOB	SANDRA GARCIA	DELIVERY DATE	

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES #
			PLEASE ENTER OUR ORDER FOR THE FOLLOWING			
01	1		***** SERVICE CONTRACT ***** 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. TERMS: 11/15/2024 - 06/30/2025 BOARD APPROVED NOVEMBER 14, 2024	49,500.00	49,500.00	000000
			Sub Total		49,500.00	
			Tax		0.00	
			Shipping & Handling		0.00	
			PO Total		49,500.00	

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

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	11/15/24	Date Signed	10 / 22 / 2024

8.10

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: December 19, 2024
Regular Board Meeting

Information Only

8.10

Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Master Enrollment

as of Dec 6, 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	4	14	62	52	56	52	65	49	56	47	51	**508**	0	508	0	508
Adelante 2 K-8	1	18	41	43	44	40	51	42	44	28	15	**367**	0	367	0	367
Aptitud K-8	0	15	29	28	26	40	48	42	55	44	54	**381**	8	389	1	390
Cassell ES	3	18	47	31	33	45	39	38	0	0	0	**254**	29	283	0	283
Chavez ELC	1	20	34	0	0	0	0	0	0	0	0	**55**	4	59	12	71
Cureton ES	0	21	26	32	36	40	40	38	0	0	0	**233**	22	255	0	255
Dorsa ES	5	15	37	31	36	48	48	46	0	0	0	**266**	21	287	0	287
Hubbard K-8	0	17	42	42	39	41	49	47	39	61	53	**430**	3	433	5	438
Linda Vista ES	1	31	54	57	68	73	76	59	0	0	0	**419**	23	442	7	449
LUCHA ES	0	13	22	34	36	32	37	48	0	0	0	**222**	0	222	0	222
Lyndale ES	2	14	35	31	46	47	40	37	0	0	0	**252**	20	272	22	294
McCollam ES	2	18	43	50	46	57	55	63	0	0	0	**334**	41	375	1	376
Meyer ES	0	13	28	34	33	39	33	44	0	0	0	**224**	20	244	7	251
Painter ES	6	40	52	62	49	55	53	47	0	0	0	**364**	0	364	1	365
Russo McEntee ES	2	20	35	41	50	44	46	48	0	0	0	**286**	41	327	1	328
Ryan ES	1	8	31	33	28	40	46	50	0	0	0	**237**	12	249	0	249
San Antonio ES	0	13	29	52	58	47	49	69	0	0	0	**317**	11	328	0	328
George MS	0	0	0	0	0	0	0	0	122	114	145	**381**	3	384	0	384
Ocala MS	0	0	0	0	0	0	0	0	90	139	135	**364**	10	374	0	374
Renaissance 1 MS	0	0	0	0	0	0	0	0	80	123	123	**326**	18	344	0	344
Renaissance 2 MS	0	0	0	0	0	0	0	0	102	103	107	**312**	14	326	0	326
Sheppard MS	0	0	0	0	0	0	0	0	138	159	145	**442**	12	454	0	454
	28	**308**	**647**	**653**	**684**	**740**	**775**	**767**	**726**	**818**	**828**	**6974**	**312**	**7286**	**57**	**7343**