ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
January 30, 2025

Regular Board of Trustees Meeting - January 30, 2025 Agenda

Time: 5:30 PM

Location: Alum Rock Union Elementary School District, 2930 Gay Avenue, San Jose, CA 95127; District Board Room.

Code: Regular #23-24/25

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 arrangements.

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/81714785981

Webinar ID: 817 1478 5981

Phone one-tap: +16699006833,,81714785981#

US (San Jose) +16694449171,,81714785981# US

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

LAND ACKNOWLEDGEMENT- Board of Trustees of 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 those lands.

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

1. OPEN SESSION - CALL TO ORDER AND ROLL CALL

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

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to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.

1.3 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

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 / COMMUNICATION

3.1 Teamsters.

3.2 California School Employee's Association (CSEA).

3.3 Alum Rock Educator's Association (AREA).

3.4 Alum Rock Administrator's Association (ARAA).

3.5 Superintendent.

3.6 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.)

4.1 Discussion/Action to Waive Second Reading Requirement of Board Bylaw 9310 and to Approve Board Policy 5145.13 Upon First Reading.

BP 5145.13.pdf

4.2 Approve Resolution No. 38-24/25 To Affirm Support For Equal Access To Education For All Children and Families Regardless of Immigration Status.

Resolution No. 38-24-25 Families Affected by Immigration Actions.pdf

4.3 Approve Contract for Law Office of Rogelio Ruiz effective January 31, 2025, through June 30, 2025.

Alum Rock Union ESD Proposed Contract.pdf

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.)

5.1 Approve 2023/2024 Annual Financial Audit Report.

Every year the district hires an independent auditor to review our financial activities for the past fiscal year. Our auditor is Crowe, LLP. A representative from the firm will present the report to the Board.

Cover Annual Audit Report June 30 2024.pdf

Annual Audit Report June 30 2024_DComm (Fin Statement).pdf

5.2 Approve the 2023/24 Annual Performance and Financial Audit of General Obligation Bonds Reports for Measure I, J, and S.

Every year the district hires an independent auditor to review our financial activities for Measures J, I & S General Obligation Bond funds for period ending June 30, 2024. Our auditor is Crowe, LLP. A representative from the firm will present the report to the Board.

Cover Annual Performance and Financial Audit_of GOB Report.pdf

Measure I FS June 30, 2024_DComm .pdf

Measure I Performance Audit June 30, 2024_DComm .pdf

Measure J FS_June 30, 2024_DComm .pdf

Measure J Performance Audit June 30, 2024_DComm .pdf

Measure S FS June 30, 2024_DComm .pdf

Measure S Performane Audit June 30, 2024_DComm .pdf

5.3 **Approval of Additional Architectural Firms.**

On December 20th, 2024 the District released Request for Qualifications (RFQ) No. 2425-Bonds06 for District Architectural Services Pool. Approval of this Board item will allow for the addition of qualified service providers to the District's existing Architectural pool.

As a result of the release of this RFQ, the District received four (4) new proposals from the following firms:

- Derivi Castellanos Architects
- Lionakis
- Finney Architects
- Sim Architects

There is no cost associated with this pool of Architectural Firms. Each specific project will require proposals to be submitted as needed.

Cover Additional Architectural Firms.pdf

Additional Architectural Firms_DComm (backup).pdf

5.4 Approve Memorandum(s) of Understanding

The District has received the following Memorandum(s) of Understanding as summarized on the sheet(s) dated January 30, 2025.

Cover Page

JANUARY-30-2025-MOU-COVER.pdf

JANUARY-30-2025-MOUs.docx

SCCOE-WALDEN-WEST.pdf

SCCOE-EARLY-LEARNING .pdf

Staff recommends approval of the following contracts for the MOU(s) on the attached sheets. Contract details are on file in the Purchasing Office.

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

6.1 Approval of RFP No. 2425-BUS02: Operational Bonds Performance Audit

In order to validate that there is appropriate oversite of the ARUSD bonds program, Alum Rock solicited a Request for Proposals (RFP) for an Operational Bonds Performance Audit to be conducted of Measure I, J, and S bond projects for the past three fiscal years. This audit is intended to be above and beyond the regular financial and controls-focused Bonds Performance Audit.

The following are the primary focus areas of the audit:

- Design and construction schedules.
- Change order/claims procedures and results.
- Current programmatic goals to ensure compliance with state law, guidelines, and funding formulas.
- District guidelines for bidding and procurement.
- Effectiveness of the public outreach program.
- Effectiveness of communication channels among stakeholders within the bond program.
- Compliance with program provisions and restrictions in the bond initiative, as well as legal requirements such as prevailing wages.
- Payment procedures.
- Benchmark of staffing and administrative costs.

The District followed Federal and District guidelines for the RFP by releasing the RFP on Wednesday, December 18, 2025 and publicizing it for two weeks via Challenge News and the ARUSD website. The District followed the process for questions and responses which were posted on Friday, January 10, 2025. The proposals were due on Wednesday, January 15, 2025. The District received three proposals from GPP Analytics Inc., Harvey M. Rose Associates, LLC., and Moss Adams LLP. The three proposals were opened and reviewed; all three met all RFP requirements. While all three firms have solid backgrounds, we recommend Harvey M. Rose Associates, LLC due to the best combination of qualifications and cost.

Cover RFP Bonds Perf Audit.pdf

RFP Bonds Perf Audit_DComm (GPP Analytics).pdf

RFP Bonds Perf Audit_DComm (HMR).pdf

RFP Bonds Perf Audit_DComm (Moss Adams).pdf

7. 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.)

7.1 Chronic Absenteeism and Student Suspensions

Staff presentation on Chronic Absenteeism and Student Suspensions.

Update-on-Chronic-Absenteeism-and-Suspensions-January-30-2025.pdf

Presentation Only.

7.2 Approve School Sponsored Field Trip List.

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.

Staff recommends approval of out-of-county and overnight school sponsored field trips. January 2025 Field Trip Board Cover 24.25.docx January 30 2025 Field Trip Information Sheet for Board Meetings.docx

8. 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)

8.1 Approval of District Memorandum of Understanding with TEAMSTERS Local 150

The District and TEAMSTERS Local 150 reached the attached Memorandum of Understanding regarding the Early Tell Retirement Incentive.

Cover - TEAMSTERS MOU.docx

Teamsters Incentive Proposal 1.30.25.docx

The District Administration is recommending that the Board of Trustees approve the Memorandum of Understanding.

8.2 Resignations (Information Only)

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

Cover - Resignations - 1.30.25.docx

Classified Resignations 1.30.25.doc

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

9.1 Approve the Galileo Learning Services Contract for the 2024/2025 SY. This contract will provide summer camps to 125 students K-5 across two ARUSD sites. Submitted by State and Federal, $390,000.00 dollars.

Camp Galileo will offer summer camps to 125 students K-5 across two ARUSD sites. Students will have the opportunity to create STEAM projects, participate in hands-on collaborations and outdoor summer activities. Summer dates for programming - June 9, 2025 - July 3, 2025.

Cover Page

GALILEO-LEARNING-LLC.pdf

Staff recommends the Board of Trustees to approve the contract with Galileo Learning LLC in the amount of $390,000.00.

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

10.1 Approve the Think Together contract for the 2024/2025 SY. This contract extension is to provide an additional ten staff needed to support the additional 80 students being added. Submitted by: State and Federal; Original approved contract was in the amount of $4,489,026.00. A new increase request of $43,544.00 to cover the new scope with additional staff. The total contract amount for the 2024/2025 SY is in the amount of $4,532,570.00 dollars.

Think Together will provide Extended Learning Services Program support for TK-6th grade at Adelante, Hubbard, Linda Vista, McCollam, Russo, Painter, Aptitud, Meyer, Ryan, and Lyndale.

Cover Page

THINK-TOGETHER-INC.-ELOP .pdf

Staff recommends the Board of Trustees approve the increase of $43,544.00 to contract #257556 to support the additional ten staff needed to support the additional eighty students. The new proposed contract total is $4,532,570.00.

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

11.1 Approve Acceptance of Donations.

The District has received donations as summarized on the sheet dated January 30, 2025.

Donations_BDocs.pdf

Donations_BDocs (backup).pdf

11.2 Notices of Employment and Changes of Status / Human Resources

This item includes recommendations such as new hires, leaves of absence, or other changes in employee status.

Cover - Personnel Report - 1.30.25.docx

Classified Personnel Report 1.30.25.docx

Certificated Personnel Report 1.30.25.docx

11.3 Current Enrollment (Information Only).

Master Enrollment 2025-01-17.xlsx - Page1_1.pdf

11.4 Approve Resolution No. 32-24/25 Inventory Disposal

Cover Page

RESOLUTION-32-2425-INVENTORY-DISPOSAL-COVER .pdf

JANUARY-30-2025-INVENTORY-DISPOSAL-RESOLUTION-32-2425.pdf

Staff recommends approval of the sale, donation and/or disposal, of surplus listed on the attached sheet(s) dated January 30, 2025.

11.5 Contracts for Professional Services - Firms/Organizations

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

Cover Page

JANUARY-30-2025-FIRMS-COVER.pdf

JANUARY-30-2025-FIRMS.docx

TEACH-FOR-AMERICA.pdf

LORE-LLC-DBA-CHALLENGE-ISLAND .pdf

JOSE-VALDES-MATH-FOUNDATION.pdf

THINK-TOGETHER-INC.pdf

YMCA-OF-SILICON-VALLEY-ELOP-HOLIDAY-BREAK-CAMP .pdf

ACTIVE-INTERNET-TECHNOLOGIES-DBA-FINALSITE .pdf

Staff recommends approval of the following contracts for professional services on the attached sheets. Contract details are on file in the Purchasing Office.

12. CLOSED SESSION

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

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

12.3 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

12.4 **CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9):** (1) Jane Doe 1, et al. v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 23CV420187; (2) 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; (3) Jane Doe v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 24CV435022; (4) Jane

AHK Doe, et al. v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 24CV441079; (5) Jane Doe E.W. v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 22CV407905; (6) 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; (7) Jane Doe v. Alum Rock Union Elementary School District, Think Together and New Hope for Youth, Santa Clara County Superior Court case no. 24CV449309, and (8) *Jane ACC Doe v. ARUSD, et al.* (case no. 24CV444348).

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

13. RECONVENE TO OPEN SESSION - DISTRICT OFFICE BOARD ROOM

13.1 Report of Action Taken in Closed Session

14. FUTURE BOARD AGENDA REQUESTS

14.1 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

15. ADJOURNMENT

President adjourns the meeting.

16. Next Meeting (s)

16.1 February 13, 2025 (2024-2025 School Year)

4.1

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: Waive the Second Reading Requirement of Board Bylaw 9310 and Approve Board Policy 5145.13 Upon the First Reading.

Recommendation: The Superintendent recommends the waiver of the second reading requirement of Board Bylaw 9310 and approval of Board Policy 5145.13 Upon First Reading.

Discussion/Approval

Submitted by: German Cerda Title: Superintendent

To the Board of Trustees: Meeting: January 30, 2025
Regular Board Meeting

Discussion/Approval

4.1
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Policy 5145.13: Response To Immigration Enforcement

Status: Pending

Policy Adopted Date: Pending

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code 234.7)

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

(cf. 5145.6 - Parental Notifications)

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

Legal Reference:

EDUCATION CODE
200 Educational equity
220 Prohibition of discrimination
234.1 Safe Place to Learn Act
234.7 Student protections relating to immigration and citizenship status
48204.4 Evidence of residency for school enrollment
48980 Parental notifications
48985 Notices to parents in language other than English
GOVERNMENT CODE
8310.3 California Religious Freedom Act
PENAL CODE
422.55 Definition of hate crime
627.1-627.6 Access to school premises, outsiders
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
COURT DECISIONS
Plyler v. Doe, 457 U.S. 202 (1982) Management

Resources:

CSBA PUBLICATIONS
Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017
CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS
Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018
WEBSITES
CSBA: http://www.csba.org
California Office of the Attorney General: http://oag.ca.gov
California Department of Education: http://www.cde.ca.gov
California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
California Department of Justice: http://www.justice.gov
U.S. Department of Education, Office for Civil

Rights: http://www.ed.gov/about/offices/list/ocr
U.S. Immigration and Customs Enforcement: https://www.ice.gov
U.S. Immigration and Customs Enforcement, Online Detainee Locator System: https://locator.ice.gov/odls

4.2

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

SUBJECT: Approve Resolution No. 38-24/25 To Affirm Support For Equal Access To Education For All Children and Families Regardless of Immigration Status.

Recommendation: The Superintendent recommends approval of Resolution No. 38-24/25 To Affirm Support for Equal Access to Education For All Children and Families Regardless of Immigration Status.

Approval

Submitted by: German Cerda Title: Superintendent

To the Board of Trustees: Meeting: January 30, 2025
Regular Board Meeting

Approval

4.2

Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

RESOLUTION TO REAFFIRM SUPPORT FOR EQUAL ACCESS TO EDUCATION FOR ALL CHILDREN AND FAMILIES REGARDLESS OF IMMIGRATION STATUS

Alum Rock Union Elementary School District
RESOLUTION NO. 38-24/25

WHEREAS, at a meeting held on December 8, 2016, Resolution No. 29-16/17 to Affirm Support of Students and Families Regarding Immigration Enforcement Actions at Schools; and

WHEREAS, the U.S. Supreme Court held, in Plyler v. Doe, 457 U.S. 202 (1982), that local school districts have a constitutional mandate to educate all students residing within their jurisdictional boundaries, regardless of their immigration status; and

WHEREAS, California law affords all persons in public schools equal rights and opportunities at educational institutions, regardless of their nationality, immigration status, race or ethnicity, religion, ancestry, disability, age, gender, sexual orientation, gender identity, transgender status, marital status, pregnancy status, or veteran status (Ed Code 200); and

WHEREAS, California law prohibits schools that receive state financial assistance from discriminating on the basis of immigration status in any program or activity, including, but not limited to, free and reduced breakfast and lunch, transportation, extracurricular activities, athletics, awards, institutional scholarships, and educational instruction (Ed Code 220); and

WHEREAS, the Family Educational Rights and Privacy Act (FERPA) and Administrative Regulation 5145.13 prohibit disclosure of personally identifiable student information to immigration enforcement authorities without the consent of a parent or guardian, a court order, or judicial subpoena; and

WHEREAS, California law and Board Policy 5145.13 prohibit schools from collecting or maintaining documents that may be related to immigration status including, but not limited to, passports, visas, and social security numbers, as they are not needed by school districts and place student privacy at an unnecessary risk (Ed Code 234.7); and

WHEREAS, Board Policy and Administrative Regulation 5145.13, in alignment with the model policy developed by the California Attorney General, prohibits school administrators from granting immigration enforcement officials immediate access to a school campus, or providing assistance with immigration enforcement, absent exigent circumstances or presentation of a federal judicial warrant; and

WHEREAS, California law and Board Policies 5131.2, 5145.9, and 5137, guarantee all students the right to attend school free of bullying, fear, intimidation, and discrimination (Ed Code 234.1); and

WHEREAS, the Alum Rock Union Elementary School District recognizes that, in order for students to have the capacity for learning and academic achievement, students and families must feel safe attending, sharing information, participating in activities, and traveling to and from school; and Promoting a Safe and SecureLearning Environment for All; and

WHEREAS, 68% of teachers and administrators reported a drop in attendance and 45% reported a decline in parent involvement, which is critically important to student success, when federal immigration enforcement policies changed between 2016 and 2020 ; and

WHEREAS, 37% of parents and teachers reported an increase in race-related bullying when Deferred Action for Childhood Arrivals (DACA) protections were threatened in 2018; and indicated a 79% increase in behavior or emotional problems; and

WHEREAS, the Alum Rock Union Elementary School District is committed to providing a safe, secure, and positive climate for learning in which all students and their families feel welcome; now

THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District reaffirms its commitment to protect equal access to education for all students, regardless of immigration status, and to promote inclusiveness, kindness, and respect for all students, families, and staff; and

BE IT FURTHER RESOLVED, that all Alum Rock Union Elementary School District schools and programs are considered a safe haven for students and their families to the fullest extent allowed by law and in accordance with Board Policies and Administrative Regulations; and

BE IT FURTHER RESOLVED, that Alum Rock Union Elementary School District schools and programs provide multi-language resources for its students, staff, and their families in partnership with cities and the county on legal assistance, immigrant rights, educational resources, mental and physical healthcare, and public safety; and

BE IT FURTHER RESOLVED, that the Alum Rock Union Elementary School District will facilitate work with labor partners, community-based organizations, and immigration advocates to provide training and support for students, staff, and their families on immigrant rights, understanding various legal statuses, and the overall health and well-being of those affected by changes in immigration policies; and

BE IT FURTHER RESOLVED, that the Alum Rock Union Elementary School District will strongly oppose any effort to create federal laws, policies, or practices that require school districts to cooperate with immigration enforcement actions and invalidate constitutional protections. We reaffirm the authority of the County Superintendent of Schools to protect the data and identities of students, their families, and personnel to the fullest extent provided by the law and in accordance with Board Policies and Administrative Regulations; and

BE IT FURTHER RESOLVED, that the Alum Rock Union Elementary School District will include in its legislative agenda advocacy at the state and federal levels for Deferred Action for Childhood Arrivals, Temporary Protective Status, and Refugee Settlement Programs, as well as oppose any legislation for the expansion of border walls, family separation policies, a Muslim registry system, and eroding civil rights protections of vulnerable communities; and

BE IT FURTHER RESOLVED, that the Alum Rock Union Elementary School District will not provide assistance to the U.S. Immigration and Customs Enforcement (ICE) in the enforcement of federal civil immigration law and mandates. Therefore, ICE will not be permitted access to Alum Rock Union Elementary School District programs or personnel except in the rare instances in which Alum Rock Union Elementary School District is provided with a criminal warrant; and

BE IT FURTHER RESOLVED, that the Alum Rock Union Elementary School District personnel are encouraged to support students and families who express concern about immigration enforcement actions at school, including students who may not be attending school because of such concerns, through referrals to online and community-based legal services organizations that provide resources for immigrant families.

PASSED AND ADOPTED by the Alum Rock Union Elementary School District at a meeting held on January 30, 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Linda Chavez, President
Andres Quintero, Vice President
Min Pham, Board Clerk
Corina Herrera-Loera, Trustee
Minh Nguyen, Trustee

German Cerda,
Superintendent of Schools

4.3

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

SUBJECT: Approve Contract for Law Office of Rogelio Ruiz effective January 31, 2025, through June 30, 2025.

Recommendation: The Superintendent recommends approval of a contract for the Law Office of Rogelio Ruiz effective January 31, 2025, through June 30, 2025.

Approval

Submitted by: German Cerda Title: Superintendent

To the Board of Trustees: Meeting: January 30, 2025
Regular Board Meeting

Approval

4.3
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

LAW OFFICE OF ROGELIO RUIZ

ROGELIO RUÍZ, ESQ.
Mailing Address:
Law Office of Rogelio Ruiz
1346 The Alameda, Suite 7, #354
San José, CA 95126
E-mail: *rruiz@ruizedulaw.com*

January 24, 2025

VIA E-MAIL
Alum Rock Union Elementary School District
Linda Chavez, Board President
Andres Quintero, Board Vice President
2930 Gay Ave, San Jose, CA
San José, CA 95127

Re: **Legal Services Agreement - Representation of Alum Rock Union Elementary School District**

Dear Board President Chavez and Vice President Quintero:

As I mentioned, Rehon & Roberts, APC is winding down its practice and business affairs due to retirements and will shortly being sending the District a notification of its impending closure and the return of client files. I will continue separately as a sole practitioner focusing my practice on representing public school districts. This letter sets forth the proposed agreement between me (the "Attorney") and the Alum Rock Union Elementary School District (the "Client") relating to my representation of the Client for the Board's consideration.

Scope and Terms of Representation. The Client engages Attorney as Legal Counsel and to represent the Client in matters that are referred to me for representation, advice and/or support. Attorney does not provide services or representation in the areas of special education, bond counsel, or other bond matters. Attorney represents the Client, and does not represent any of its board members, administrators or employees or any other individual associated with the Client. The term of this agreement will be through June 30, 2025, and may be renewed annually thereafter subject to action and approval by the Board of Trustees.

Client Responsibilities. The Client agrees to be truthful and cooperative with Attorney, and also agrees to keep Attorney informed of any information or developments

which are material to Attorney's representation of the Client. The Client also agrees to abide by the terms of this agreement, to pay Attorney's invoices on time, and to keep Attorney advised of the Client's address, telephone number and whereabouts. The Client will assist Attorney in providing all information Attorney requests and will appear, if necessary, at any legal proceedings.

Notice Regarding Duty to Preserve Evidence (Including Electronically Stored Information)/Litigation Hold. Please be advised that, depending upon the nature of the matter of which Attorney is representing you, the applicable law, and other factors, you may have the obligation to preserve evidence. Pending any further advice that may apply to the specifics of the matter on which Attorney has been retained, please be advised of the following:

> Once a party reasonably anticipates litigation, it must suspend its routine document retention/destruction policy and put in place a "litigation hold" to ensure the preservation of relevant documents. A party has a duty to preserve relevant information when that party should have known that the evidence may be relevant to future litigation. This duty also extends to the period before litigation when a party reasonably should know that the evidence may be relevant to anticipated litigation. The preservation duty includes issues of compliance, monitoring, enforcement, supervision, review, modification, and (eventual) suspension of the litigation hold (and/or, if applicable, the preservation order). This duty does not attach only to the party and its employees, officers, partners, and directors, but also to certain other related entities and personnel, including, potentially, agents, contractors, attorneys, accountants, auditors, affiliates, divisions, subdivisions, parents, and subsidiaries.
>
> The preservation duty extends beyond tangible evidence and includes electronically stored information ("ESI") such as emails; word documents; scanned documents; text messages; and other forms and types of information held, stored, and/or maintained electronically; including without limitation its "metadata" (that is, data about data) which (regardless of whether or not hidden from the normal creators, viewers, or recipients) provides information regarding ESI including without limitation the identity of blind-carbon recipients of emails, the date and/or author of documents, the number of document versions, and hidden messages or formulas, redline/blackline document comparisons; and including without limitation "hash values" which indicate any changes to or deletion of metadata. ESI should be preserved in its "native" format, that is, with its associated file structure defined by the application used to create the document (for example, an email message as created and decoded by the appropriate email application such as Outlook or Google, or a word-processing document created and decoded by Microsoft Word).

Attorney. I will be the person responsible for addressing and providing Client's legal needs and services in accordance with this agreement. Where it is to your advantage to do so, I may also utilize the services of other lawyers or paralegals, attempting, of course, to assign work in such a way as to maximize the effectiveness of our services while minimizing your legal expenses. The Client authorizes Attorney to consult with other lawyers to assist with your matter as I deem advisable, with prior notice and approval by you. If other lawyers work on your matter, their fees and charges will be passed through to you without markup. If the work of other lawyers is substantial, you will be asked to hire them directly.

Fees for Service. Attorney's legal services are generally charged on an hourly basis. The minimum time billed is six minutes (0.10 of an hour). I will review billing rates from time to time and may make such changes as I consider necessary or appropriate including without limitation increasing the hourly fees; such adjustments will be reflected on your monthly bill. The fees that I charge will be $250.00 per hour for my time, and $125.00 per hour for any paralegals and law clerks. Specialty services will be billed at the rate of $295.00 per hour; specialty services include litigation, arbitrations and hearings before any body on any other contested matter.

In light of Attorney's continuing relationship with the District and the District's specific needs, Attorney will continue to not charge for attendance at regular board meetings. Any estimates Attorney provides of anticipated fees, whether for budgeting purposes or otherwise, are necessarily only estimates, due to uncertainties involved, and are not maximum quotations. Actual fees will be determined as described above.

Out-of-Pocket Costs and Disbursements. Attorney does not charge for routine in-house costs such as word processing, overhead or office administrative fees or costs, staff overtime, routine in-house copying and scanning, facsimile transmissions, telephone, internet or wireless charges, electronic research charges, mileage or travel time between Attorney's office and Client's offices or school sites, or standard U.S. first class local mail postage. Attorney may incur expenses, such as arbitration and mediation fees, fees for filing and recordation, third-party copy costs, court reporter, courier, overnight delivery, process server fees, transportation costs including parking, mileage at the IRS allowable reimbursement rate, transit or other travel-related costs, authorized consultant fees, and other third-party costs. Client will reimburse Attorney for all such costs and expenses. If travel outside the greater Bay Area is necessary, Client will be notified and agrees to pay transportation, lodging, and all other costs of out-of-town travel by Attorney. Attorney will reflect such charges on the Client's regular monthly invoice at Attorney's cost without markup.

Should Attorney's representation involve incurring other out-of-pocket expenditures, such as airfare and hotel accommodations, expert witness charges,

consultant's fees, or other professionals necessary to aid in Attorney's representation etc., Attorney may require that the Client provide those sums to Attorney in advance or pay the supplier directly. If such expenditures are advanced by Attorney then Client agrees to reimburse Attorney for all such Expenditures.

Attorney makes every effort to include out-of-pocket costs and disbursements in the invoice for the month in which the disbursements are incurred. However, some of these costs are not available to Attorney until the following months, in which case the charge will appear either in the following month's invoice or in a supplemental invoice.

Retainer. While it is Attorney's practice to request a retainer for new client engagements, Attorney will not be requesting a retainer at this time.

Monthly Invoices. It is Attorney's practice to send invoices on a monthly basis for services and disbursements during the previous month. The detail in the invoice will inform the Client of the nature and progress of work and of the fees and disbursements incurred on its behalf.

All invoices are due and payable upon receipt, but in any event no later than the last day of the month following the date of the invoice (the "Due Date"). If the Client fails to pay the invoice in full on or before 60 days after the date of invoice, Attorney may charge interest at the rate of 1.5% per month from the Due Date until the date when payment is made.

If the Client does not meet its obligation of timely payment, Attorney has the right to withdraw from our representation on that basis alone, subject to any required judicial approvals.

If the Client has any questions regarding an invoice, the Client must raise such a question promptly. If it objects to only part of an invoice, it must pay the remainder. Such payment will not constitute a waiver of any question or objection the Client may have regarding the disputed portion of the invoice; however, Attorney's acceptance of such partial payment will also not constitute a waiver of Attorney's right to full payment or right to cease representing the Client. The Client's failure to make full and timely payment of all invoices shall be sufficient basis for Attorney to cease representation and, subject to any required judicial approvals, withdraw from representing the Client in any pending litigation or matter.

Ongoing Representation. In the event that we represent the Client in other matters in the future, the terms and conditions set forth in this letter will apply to those other matters.

Termination of Services. The Client has the right to terminate Attorney's representation at any time upon written notice. Attorney has the right to cease providing legal services upon the Client's consent or for good cause. Good cause includes the Client's breach of this agreement, the Client's refusal to cooperate with Attorney, the Client's failure to follow Attorney's advice on any material matter, the Client's failure to cooperate with any reasonable request by Attorney, the Client's failure to pay any invoice in full and in accordance with the terms set forth above, any breakdown in the attorney-client relationship, any circumstance set forth in this letter as a basis for termination, or any circumstance which Attorney determines would make its continued representation of the Client unlawful, unethical, or impractical. In addition, for good cause and subject to any required judicial approvals, Attorney has the right to withdraw from representing the Client in any pending litigation.

Upon cessation of Attorney's representation of the Client for any reason, all unpaid fees and costs for Attorney's legal services shall be paid within 90 days. If, upon such cessation, the Client does not request the return of its file, Attorney will take reasonable steps to retain the file for a period of seven years, after which time it may have the file destroyed. The work product produced in the course of Attorney's representation is and will remain Attorney's property.

Document Retention and Destruction. Files in Attorney's possession relating to legal services performed by Attorney, excluding Attorney's internal work product such as notes and research or other documents not reasonably necessary to Client's representation, belong to Client. A copy of Client's file shall be available to Client upon specific written request. Once Attorney's representation is concluded, any original documents will be returned to Client. Attorney will typically scan and retain Client's files for a period of seven years after the matter is concluded, after which Attorney will return all such files to the Client upon termination of this agreement and before final payment. By signing this agreement, Client consents to the destruction of Client's files in accordance with this policy. If Client wants to retain a copy of the files, or inspect Client's files before making a decision as to whether to have them transferred to Client or destroyed, Client must make a written request before the destruction deadline and Client will be responsible for any fees charged by our offsite storage facility to inspect or retrieve files returned to Client. The destruction of files without a Client request for inspection or transfer will be at Attorney's expense.

Insurance. I maintain errors and omissions insurance coverage applicable to the services I will be rendering in this matter.

Entire Agreement. This letter contains our entire agreement concerning my representation. Any modifications or additions to this agreement must be set forth in a written agreement signed by Attorney and the Client to be enforceable.

California Law, Forum Selection, Jurisdiction and Venue. This agreement is governed by California law, and is being entered into and is to be performed in the County of Santa Clara, State of California. As such, any proceeding, whether litigation or arbitration, relating in any way to our representation or this agreement shall be brought only in the County of Santa Clara, State of California.

Severability. If any term of this agreement is determined to be invalid or ineffective for any reason, the remaining terms will remain in force and effect.

I look forward to representing the School District and thank you and the Board for your consideration. If you have any questions concerning the contents of this letter or any matter relating to Attorney's legal representation, please do not hesitate to call me directly.

Very truly yours,

Rogelio M. Ruiz

THE FOREGOING IS AGREED TO:
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

_____

By:
Its:

5.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Date: January 14, 2025

To the Board of Trustees:

Subject: **2023/2024 Annual Audit Report**

Staff Analysis: Every year the district hires an independent auditor to review our financial activities for the past fiscal year. Our auditor is Crowe, LLP. A representative from the firm will present the report to the Board.

Recommendation: Staff recommends that the Board approve the 2023/2024 Audit Report.

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

To the Board of Trustees:

Recommend Approval

5.1
Agenda Placement

Meeting: January 30, 2025
Regular Board Meeting

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

APPROVED: _____ NOT APPROVED: _____ TABLED: _____

5.2

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Date: January 14, 2025

To the Board of Trustees:

Subject: **2023/2024 Annual Performance and Financial Audit of General Obligation Bonds Report**

Staff Analysis: Every year the district hires an independent auditor to review our financial activities for Measures J, I & S General Obligation Bond funds for period ending June 30, 2024. Our auditor is Crowe, LLP. A representative from the firm will present the report to the Board.

Recommendation: Staff recommends approval of the 2023/2024 Annual Performance and Financial Audit of General Obligation Bonds Report.

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

To the Board of Trustees:

Recommend Approval

5.2
Agenda Placement

Meeting: January 30, 2025
Regular Board Meeting

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

5.3

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: January 21, 2025

To the Superintendent of Schools

Subject: **Approval of Additional Architectural Firms**

Staff Analysis: On December 20th, 2024 the District released Request for Qualifications (RFQ) No. 2425-Bonds06 for District Architectural Services Pool. Approval of this Board item will allow for the addition of qualified service providers to the District's existing Architectural pool.

As a result of the release of this RFQ, the District received four (4) new proposals for the from the following firms:

- Derivi Castellanos Architects
- Lionakis
- Finney Architects
- Sim Architects

There is no cost associated for this pool of Architectural Firms. Each specific project will require proposals be submitted as needed.

Recommendation: Staff recommends the Board of Trustees accept the above listed architectural firms to be added to the District's current Architectural pool, for a term of up to five (5) years.

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

Approved by: German Cerda Title: Superintendent

To the Board of Trustees: Meeting: January 30, 2025

Regular Board Meeting

Recommended Approval

5.3
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

dca | Derivi Castellanos Architects

Cover Letter

January 16, 2025

Marc Freitas, Interim Bonds Officer
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127

Re: Response to RFQ No. 2425 Bonds 06 for District Architectural Services Pool

Dear Alum Rock Union Elementary School District Selection Committee,

It is a pleasure to be submitting our Response to your Request for Qualifications for District Architectural Services Pool. Derivi Castellanos Architects (DCA), is a full-service architecture firm specializing in educational facilities in California since 1979. Over the past decade, our team has successfully completed hundreds of projects, ranging from small-scale renovations to complex modernizations and new construction initiatives.

We understand that Alum Rock Union Elementary School District is seeking experienced and proven design professionals to provide planning, programming, and design services at the District. Our focus on technical precision, budget adherence, and sustainability uniquely positions us to support your goals, leveraging decades of expertise in educational architecture alongside a proven ability to implement energy-efficient, forward-thinking designs. Our collaborative on consensus-building approach ensures that all stakeholders are heard, and projects are delivered successfully.

With your guidance, our approach will be based on the following key elements:

- We will listen to your needs, and translate those into our "marching orders."
- We will design to your budgets and schedules.
- We will work collaboratively with you, your staff, stakeholders, and contractors.
- We will help you make sound decision with your public funds.

DCA received a copy of the District's form of Architectural Services Agreement ("Agreement") attached as Appendix A to the RFQ. DCA has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, DCA has no objections to the use of the Agreement. DCA certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District. DCA certifies that no official or employee of the firm has ever been convicted of an ethics violation.

We are excited about the opportunity to partner with Alum Rock Union Elementary School District. We are confident that our experience and dedication to client service will exceed your expectations. Should you have any questions or wish to discuss any aspect of our response further, you may reach me directly at (408) 314-6601 or jbarroso@dcaaia.com or Ramon Gomez at (408) 408-893-0014 or rgomez@dcaaia.com.

Most Sincerely,

Juan G. Barroso
Managing Partner

By virtue of submission of this Statement of Qualifications, DCA declares that all information provided is true and correct.

LIONAKIS

52 South 1st Street,
Suite 320
San Jose, CA 5113
P: 408.832.6033
www.lionakis.com

January 16, 2025

Alum Rock Union Elementary School District
Purchasing Department
Att: Bonds Office
2930 Gay Avenue | San Jose, CA 95127

Re: Request for Qualifications (RFQ No. 2425-Bonds06) For District Architectural Services Pool

Dear Members of the Selection Committee:

Your vision of ***providing equitable learning opportunities to educate all children to their unique potential*** aligns with Lionakis' experience designing adaptable spaces to serve California school districts' needs and goals. Lionakis brings over 116 years of experience collaborating with clients similar to Alum Rock Union Elementary School District (ARUSD) to transform their educational facilities into equitable, innovative, and engaging learning environments. We look forward to building a relationship with ARUSD, and we offer the following advantages:

Transformational Design—At Lionakis, we believe that transformational design begins with understanding the student experience. Our approach goes beyond aesthetics to create environments that actively enhance learning, engagement, and student success. By viewing each design decision ***through a student-formed lens,*** we create spaces that respond to diverse learning styles, promote educational equity, and adapt to evolving teaching methods. From wellness-focused spaces to integrated security features, our designs cultivate environments where students thrive. Your investment in campus improvements becomes more impactful when every design choice is guided by enhancing the daily experience of those who matter most—***your students.***

Community Engagement—At Lionakis, we understand that successful K-12 projects require more than just technical expertise—***they demand meaningful community involvement.*** This community involvement will be led by Jennifer Quigley, our Educational Planner and Community Engagement Lead, who brings distinguished Accredited Learning Environments Planner (ALEP) certification to her role. Under Jennifer's guidance, our engagement process transforms stakeholder input into actionable design solutions. We excel at bringing students, parents, educators, and community members together to create educational spaces that truly reflect your district's values and aspirations. Through structured engagement sessions, we help build consensus, address concerns proactively, and ensure that your upcoming projects resonate with those they serve most.

Integrated Services—At Lionakis, our integrated approach sets us apart in serving California K-12 districts. With ***19 dedicated structural engineering professionals in-house,*** we deliver comprehensive structural systems analysis and studies across concrete, masonry, steel, and wood materials. What truly differentiates us is our ability to seamlessly unite structural engineering with architecture, interior design, and graphics all under one roof. This integration accelerates decision-making, enhances collaboration within disciplines, and ensures consistent documentation while reducing costs. Our unified team delivers faster, better-coordinated solutions that maximize value and align with your district's needs.

Absent a copy of the District's form of Agreement in its Request for Qualifications, Lionakis reserves the right to review the agreement including the indemnity and professional liability insurance provisions, prior to signing, in the event Lionakis is awarded a contract for the services being proposed.

Lionakis certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contracts without immediate divulgence of this fact to the District.

Lionakis certifies that no official or employee of Lionakis has ever been convicted of an ethics violation.

By virtue of this submission, Lionakis declares that all information provided is true and correct. If you have any questions or need additional information, please feel to reach out to me as the individual authorized to speak for the firm during the evaluation process. I can be reached by email at Brian.Bell@Lionakis.com, or via phone at (916) 558-1900. We look forward to bringing your vision to fruition for your students, staff, and communities.

Sincerely,

Brian Bell, AIA, LEED AP
Principal, Education Market Lead

Tab 1 Cover Letter

January 15, 2025

FINNEY ARCHITECTS

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

Attn: Marc Freitas and Maria Martinez

Re: Request for Qualifications for Architectural Services

Dear Marc, Maria, District Administration and Colleagues:

Finney Architects (FA) is passionate about education and has played a key role as partners with a number of K-12 School Districts throughout northern California and the Central Coast by creating environments that are conducive to inspiration, learning and discovery. We specialize in Educational Design and Construction with current clients such as Fremont Unified School District, Campbell Union, San Ramon Unified School District, Hillsborough School District, Linden Unified School District, Lucia Mar Unified School District, Merced-River School District, Stockton Unified, Las Lomitas School District, Mount Pleasant School District, Oak Grove School District, Pajaro Valley School District, Hayward Unified, Portola Valley School District, Monterey Peninsula School District, San Lorenzo Valley School District, Gavilan College and Santa Rosa Jr. College. 100% of our projects are educational facilities new and renovation.

Finney Architects has three established offices and is currently working on several projects in your neighboring school Districts such as the Berryessa School District and Cambrian School Districts. Finney Architects specializes in Needs Assessments, Master Plans, Educational Specifications, Modernization, New Construction, and Modular Construction. We work exclusively with the Division of the State Architect, the California Department of Education and all associated entities to get your projects approved, constructed and closed with certification.

Finney Architects has a proven track record with your District and other Districts that proves we can continue to serve your projects successfully and within budget. Additional benefits of working with our firm are as follows:

1. Mark Finney and Norma Jackson have over sixty years of experience together, specializing in Educational related projects. Mark and Mike will be your main contact from beginning to the completion of your project
2. Our designers are trained to be loyal and responsive to all members of your staff. We will help steer your designs using our vast knowledge in educational design toward a successful solution.

We have proven that we strive to assist, in every aspect, with the attitude that we are your personal Architect. We encourage you to contact our satisfied clients including Gabriel Altamirano, Director of Maintenance and Operations at Oak Grove School District (408.613.8122) or Mr. Sandoval, Director of Facilities at the Santa Rita School District in Salinas (831.713.8565).

Sincerely,

Finney | Architects

Mark C. Finney, Architect
President #C24673

Finney Architects received a copy of the District's form of Agreement for Architectural Services attached as attachment "A" to the RFQ. Finney Architects has reviewed the indemnity provisions and professional liability insurance provisions contained in the agreement. If given the opportunity to contract with the District, Finney Architects Inc. has no objections to the use of the Agreement. No official or employee of the District, nor any business entity in which an official of the District has an interest, or has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any person will be employed in the performance of any/all contact(s) without immediate divulgence of this fact to the District. Finney Architects certifies that no official or employee of the firm has ever been convicted of an ethics violation. By virtue of summation of this statement of Qualifications FA declares that all information provided is true and correct.

SIM ARCHITECTS INC
ARCHITECTURE PLANNING INTERIORS
3675 MOUNT DIABLO BLVD, SUITE 310
LAFAYETTE
CALIFORNIA 94549
TEL 415-362-8081
FAX 415-362-8082
www.simarchitectsinc.com

January 16, 2025

Mr. Marc Freitas
Interim Bonds Officer
ALUM ROCK UNION SCHOOL DISTRICT (ARUSD)
2930 Gay Avenue
San Jose, CA 95127

RE: Statement of Qualifications for Alum Rock Union School District (ARUSD)

Dear Mr. Freitas,

"Celebrating...excellence through service, perseverance, love, trust & equity!".....We are excited to submit this statement of qualifications in connection with the opportunity to work with ARUSD. We trust that the following pages will provide you with a better understanding of SIM Architects' ability to design, manage, and complete your projects. We want to be a part of your team in delivering high-quality, 21st-century learning environments for ARUSD students.

SIM Architects brings more than 100 years of combined experience in the planning, design, and project delivery of educational projects in the Bay Area. Since inception, our team has been engaged in more than 100 school projects with an aggregate construction value of over $1,000,000,000 dollars. We are confident in our capabilities; and our goal is not only to meet but to exceed your expectations. Currently, we are actively engaged on school projects at the Hayward USD, Cupertino USD, South San Francisco USD, and SUM College in the Bay Area. Through our experience with various school districts, we have kept current with the needs of the state and local educational facilities design.

We are confident the information in the following pages will give you a clear picture of our expertise with respect to K-12 new construction, programming, design, complete modernization and master planning. We encourage you to take a look at our Letters of Recommendation (See Appendix, pp 37-42), for further insight into the successful partnerships we have garnered with school districts. If there is any additional information you may require, please do not hesitate to contact us.

SIM Architects certifies that no official or employee of District, nor any business entity in which an official of District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance in any/all contract(s) without immediate disclosure of this fact to the District. SIM Architects certifies that no official or employee of SIM Architects has ever been convicted of an ethics violation. SIM Architects is legally permitted to conduct business in the State of California and properly licensed for the scope of services (See Appendix for evidence, pp 24-26).

SIM Architects received a copy of the District's form of Architectural Services Agreement ("Agreement") attached as Appendix "A" to the RFQ. SIM Architects has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, SIM Architects has no objections to the use of the Agreement.

Thank you for your time and consideration of SIM Architects.

Sincerely,

"By virtue of submission, SIM Architects declares that all information provided in the Submittal is true and correct."



Eugene Sim, AIA
Principal Architect & **Authorized Representative**
SIM Architects, Inc.
3675 Mt. Diablo Blvd, Suite 310
Lafayette, California 94549
Tel (415) 362-8081
es@simarchitectsinc.com

*Note: We acknowledge our receipt of Addendum #1 (dated January 13, 2025).

5.4

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: **January 30, 2025**

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 January 30, 2025

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: Meeting: January 30, 2025
Regular Board Meeting

Recommend Approval

5.4
Agenda Placement

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
San Antonio Iris Charest	11/18/2024- 11/22/2024	Santa Clara County Office of Education – Walden West	$17,536.01	Contract Adjustment: CO 257782, Board Approved August 8, 2024. Original Contract Amount $15,000.00. New Contract Amount $17,536.01. Increase due to fifteen more student participants than originally planned on the five-day Walden West Educational Program. Funding: Restricted
Special Education Anthony Colonna	12/01/2024- 12/01/2029	Santa Clara County Office of Education – Early Learning	No Cost	SCCOE Early Learning will provide services to students with a current Individual Education Plan (IEP) access to an integrated preschool program. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. CO 257782

Original P.O Amount $_____ Contract Original Amount $15,000.00

Vendor Name: Santa Clara Office of Education (SCCOE) Vendor No. 010547

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
✔ Increase Amount Line Item No.: 1
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount $15,000
Change Order #: 1 $2,536.01
Change Order #: _____ $_____
Change Order #: _____ $_____

New Contract Total (including Change Orders) $17,536.01

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	060	3010	0	5815	00	1110	1000	000000	240	1190	2536.01	
											M.D 12/3/24	

Reason for Adjustment:

We had fifteen more student participants than originally planned. Those fifteen students also participated on the five-day Walden West Educational Program from 11/18/24 to 11/22/24.

School/Dept.: San Antonio Elementary School Requested by: Mrs. Iris Charest

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

Iris Charest Director/Program Manager

_____ Procurement Manager

Date Requested: 12/03/2024 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.)

I N V O I C E

OUTDOOR SCHOOL/ENVIRONMENTAL EDUCATION

Santa Clara County Office of Education
1290 Ridder Park Dr.
San Jose, CA 95131

INVOICE NUMBER: 251125
DATE: 12/03/2024

004072
TO: SAN ANTONIO SCHOOL
1721 E. SAN ANTONIO STREET
SAN JOSE CA 95116

Terms: Net 30 days

Ln	Item #	Description	Qty	Unit Price	Total Price	T
1		WALDEN WEST SCIENCE CAMP				
2		DATES: NOV 18-22, 2024				
3		STUDENTS	43.00	500.00	21,500.00	N
4		TEACHERS	2.00	500.00	1,000.00	N
5		EXTRA MEALS	3.00	11.00	33.00	Y
6		TUITION ASSISTANCE courtesy of				
7		Walden West Foundation	25.00	-200.00	-5,000.00	N

Sub Total	17,533.00
Tax	3.01
PLEASE PAY THIS AMOUNT	17,536.01

850-9118-0-8634-00-4900-4000-840010-000-5500	36.01
850-9118-0-8689-00-4900-4000-840010-000-5500	17,500.00
	17,536.01

Checks should be made payable to:
Santa Clara County Office of Education
MC 242
1290 Ridder Park Dr.
San Jose, CA 95131

PLEASE INCLUDE THE INVOICE NUMBER ON YOUR CHECK
****AND ATTACH A COPY OF THE INVOICE TO THE CHECK****
Thank you for your prompt remittance.

Accounts Receivable

Customer Copy

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

- [x] **MOU** (negotiated Agreement)
- [ ] Exhibit B & C (Fingerprinting and TB Test)
- [ ] **MASTER CONTRACT PARTICIPATION**
- [ ] Scope of Work/Proposal

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

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

Name of Individual/Company: SCCOE Early Learning

Address: 1290 Ridder Park Dr. City: San Jose State: CA Zip: 95131

Phone: (408) 453-4370 Email: jennewers@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates 12/1/2024 end date 12/01/2029

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

SCCOE will provide services to students with a current Individualized Education Plan (IEP) access to an integrated preschool program.

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:** $0.00 per _____ Not to Exceed _____ of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110 M.N 1/23/25
1000-000000-380-7221
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 1/8/25
Director of Fiscal Services: _____ Date: 1/23/25
Asst. Supt., of Business Services: _____ Date: 1/20/25
Superintendent: _____ Date: _____

Docusign Envelope ID: B4C04228-32D0-4DEF-B880-7145649A3802

Santa Clara County Office of Education

CONTRACT / AGREEMENT ROUTING FORM
STUDENT CONTACT

SCCOE Staff Contacts *Questions about this agreement should be sent to:*		Agreement Originator (Admin):	Title	Extension
		Krystal Esquivez	Office Specialist	x6933
Division:	Educational Services	Responsible Administrator:	Title	Extension
Department:	Early Learning	Jennifer Ewers	Director, Early Care & Initiatives	x4370 x6-

Contract/Agreement Information

Contract/Agreement Type	☐ Professional Services Agreement ☐ Amendment to RM#: _____ ☑ MOU ☐ Other: _____
Contractor's Name	Alum Rock Union School District
Service Type / Brief Description	To provide services to students eligible for Special Education

Compensation & Terms

***Start Date**	12/01/2024	**End Date**	12/01/2029	○ REVENUE
Original Agreement Amount	$ 0.00	**Revised Agreement Amount** *(Total Amount - including Amendments)*		

Directions

Steps listed below must be completed *sequentially*.

1. ☑ **Check applicable category to verify compliance with AR 3310. Attach Purchasing verification.**
   ☐ RFP / Bid# _____ ☐ Best Source ($3,000 - $109,299) ☐ Verified by Purchasing **(required)** DS JS | ☑ N/A
   ☐ Sole Source
2. ☑ **Contractor and SCCOE Responsible Administrator reach agreement about terms. SCCOE agreement originator completes the agreement packet and gathers required attachments.**
   ☐ Certificate of Insurance (COI) ☐ Insurance Endorsement ☐ W9 ☐ Additional Forms (if applicable)
3. ☑ **Risk Management Insurance Review** DS HS
4. ☑ **Gather initials verifying review of draft agreement and identified funding source:**
   ☑ Initiator KC ☐ Manager _____ ☑ Director JE ☑ Division Head DS TS
   Construction/Design and Leases: *Software & Technology:* *Data Sharing:* *Logo use & Co-Branding*
   General Services Director _____ Tech. Infra. & Supp. Director _____ Data Governance _____ Public Affairs Director _____
5. ☐ **Contractor to review and sign the agreement.** ◉ **SCCOE signs first**

		Initial	Date Approved	
6.	☑	JE DS	12/18/2024 | 2:20 PM PST	**Responsible Administrator acknowledges that contractor will not begin services until the agreement is finalized, and the Hiring Authorization form is approved by HR.**
7.	☑	KC DS	12/18/2024 | 2:21 PM PST	**Agreement originator (Admin) to collaborate with Human Resources, gather required components, and submit completed Contractor packet to HR.**
8.	☑	DM DS	12/18/2024 | 4:49 PM PST	**Human Resources – Certificated Personnel Director reviews agreement for completion of required HR components.**
9.	☑	IC DS	12/19/2024 | 9:15 AM PST	**Internal Business Services (IBS) - Contract Analyst to review, initial, and return to agreement originator for final agreement signature.**
10.	☑	TS	12/19/2024 | 1:53 PM PST	**Obtain appropriate signature on agreement per thresholds listed below.** ☑ **$0 - $2,999: SCCOE Director** ☐ **$3,000 - $99,999: SCCOE Division Head** ☐ **$100,000 & Over: Superintendent**
11.	☑	_____	_____	**Return to IBS – Contract Analyst to obtain an RM#**

***REMINDER: Services cannot start until agreement is finalized and the Hiring Authorization form is approved by HR.**

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
(Alum Rock Union School District – Department of Special Education)

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and **Alum Rock Union School District – Department of Special Education** *(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 joint provision of services within a SCCOE classroom operating Head Start Programs for preschool aged children.

2. Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☒ Be a premier service organization.

2.1 Define which services will be provided by each organization.
2.2 Align program services between SCCOE and the Alum Rock Union School District – Department of Special Education.
2.3 Ensure that preschool children, eligible for Special Education programs, receive services in the least restrictive environment.
2.4 Maintain coordination and provide smooth and timely transition of children from one agency (program) to another including transition to kindergarten.
2.5 Ensure that each program maintains communication, shared leadership, and responsibility so that all available resources (countywide) are utilized in the most effective manner for preschool children with an identified disability and their families.
2.6 Design each program based on program options, classroom locations, and licensing regulations.

3. Responsibilities

3.1. <u>The Agency Responsibilities:</u>

3.1.1 Provide Special Education and related services in the least restrictive environment to children ages three to five years, that meet the eligibility criteria for these programs.
3.1.2 Provide adaptations and modifications, as appropriate, to the general curriculum so that children can fully participate in Head Start for the maximum amount of time possible.

3.1.3 Assist parents with the SCCOE application process by providing a current IEP, birth certificate, and immunization records, as available.

3.1.4 Inform parents that the SCCOE program is a separately operated program with its own application process and associated requirements.

3.1.5 Ensure that each eligible child has an Individualized Education Program (IEP) developed by a team of highly qualified professionals in accordance with IDEA, Section 614. This team also includes the parents and the SCCOE Teacher who represents the general education setting.

3.1.6 Participate in training and technical assistance with both SCCOE and Agency staff and parents. Topics are to be determined by the child and program need and/or interests but must include an annual review of Special Education Program requirements and Head Start Program Performance Standards.

3.1.7 Assist SCCOE staff with the incorporation of IEP goals in the child's Individual Development Plan (IDP) including identification of necessary materials and staff support.

3.1.8 Assist SCCOE staff with the Desired Results Developmental Profile 2015 (DRDP) rating.

3.1.9 Include strategies in each child's IEP to support children and their families with transitions, including but not limited to transitions from home to SCCOEE programs, Early Start to Head Start, Special Education preschool to Head Start, Head Start to Transitional Kindergarten/Kindergarten and/or Special Education or other appropriate services or settings.

3.1.10 Ensure inclusion staff (certificated and classified) are immunized according to State requirements (SB 792 MMR, DTAP, Flu).

3.1.11 Maintain a file with required staff documentation on site to meet community care licensing requirements.

3.1.12 No later than the first day of the school year, provide SCCOE with an updated copy of criminal records clearance for community care licensing.

3.1.13 Inform SCCOE Site Director/Designee of any onsite emergencies related to Special Education staff, families, or children enrolled in the program.

3.2. The SCCOE Responsibilities:

3.2.1 Maintain at least 10 % of total actual enrollment for children ages three to five that meet the definition for children with disabilities in IDEA and Performance Standards 1302.14 Selection Process (a) selection criteria (b) (1).

3.2.2 Comply with Head Start Performance Standards 1302.13-17 Subpart A Eligibility, Recruitment, Selection, Enrollment, Attendance, Suspension /Expulsion.

3.2.3 Provide typical early childhood education learning experiences to children with identified disabilities ages three to five.

3.2.4 Complete Ages and Stages Questionnaires, both Developmental (ASQ 3) and Social-Emotional (ASQ-SE); hearing and vision screenings; nutrition assessment; behavioral health; and family partnership agreements.

3.2.5 Determine the status of child's age-appropriate preventive and primary health care, which includes medical, dental, and mental health. Assure that each child's health care is current or brought up-to-date; in addition, follow the recommended schedule of well-child care.

3.2.5.1 Hearing and vision screening is not necessary for any child who meets Special Education eligibility criteria for vision and/or hearing impairments. Children with other identified disabilities may receive a functional vision and hearing screening.

3.2.6 Embed IEP goals into the IDP and lesson plans to provide appropriate services to preschool children with disabilities.

3.2.7 Maintain ongoing communication with Special Education and other community agencies involved in providing services for children with special needs ages three to five.

3.2.8 Inform the Agency/Designee of any onsite emergencies related to Special Education staff, family, or children.

3.3. Shared Responsibilities:

3.3.1. If following the co-teaching model, teachers from both Parties will co-teach in the Head Start classrooms.

3.3.2. If following the push-in model, SCCOE teacher and Agency paraeducators will plan lessons and activities together to ensure the needs of all children are met.

3.4. Delivery of Services and Use of Resources:

3.4 **Enrollment/Attendance**

3.4.1 All children start school on the same day and follow a common calendar to the maximum extent possible.

3.4.2 All children must be enrolled within 30 days of the first day of the new school year (see 3.4.3). No later than June 30th, the Agency shall provide SCCOE with a list of returning children.

3.4.3 Thirty days after the start of the new school year, SCCOE shall no longer hold inclusion slots and may fill any open slots with other eligible children. SCCOE will accept applications from the Agency throughout the year. Children with IEPs on the waiting list for a district inclusion site will have priority enrollment as vacancies occur.

3.4.4 ***SCCOE Staff participating in this partnership will:***

3.4.4.1 Accept children, ages three through five, from the Agency to the SCCOE program provided the children and families meet Head Start eligibility requirements.

3.4.4.2 Assist parents with the Head Start enrollment process. Inform parents that Head Start is a separately operated program from the Agency and has a separate application process and associated requirements. For example, the Head Start program requires two home visits, (an IEP meeting can be considered one home visit); two parent conferences; family partnership agreements; and attendance at parent meetings.

3.4.4.3 Assist parents with the enrollment process by providing a list of documents needed to enroll in Head Start such as a birth certificate, current immunization records, a physical exam, a copy of child's current IEP, and other documentation essential for a completed application to the program. SCCOE will provide the Agency with a checklist of what documents are necessary for a completed Head Start application.

3.4.4.3.1 Collaborate with the Agency's School Nurse/Health Specialist to utilize information to maintain the health and safety needs of the individual child and reduce duplication of efforts.

3.4.4.3.2 Head Start will notify the Agency of missing documents required for a completed application and will work collaboratively to follow up with parents.

3.4.4.3.3 Facilitate parent visitation to the Head Start classroom by notifying the Site Director, Disabilities Services Specialist and Teacher, scheduling the visit at a mutually agreed upon time between parent and Teacher.

3.4.4.4 Agree to enroll children with identified disabilities emphasizing those who have been historically underrepresented in inclusion classrooms. Total number of children enrolled at each site to be mutually determined by SCCOE and the Agency.

3.4.5 ***Agency Staff participating in this partnership will:***

3.4.5.1 Refer children enrolled in Special Education preschool ages three through five years to SCCOE.

3.4.5.2 Assist parents with the enrollment process by providing a list of documents needed to enroll in Head Start such as a birth certificate, current immunization records, a physical exam, a copy of child's current IEP, and other documentation essential for a completed application to the program. SCCOE will provide the Agency with a checklist of what documents are necessary for a completed Head Start application.

3.4.5.2.1 When appropriate, obtain written parent consent to provide SCCOE with medical, nutrition, and allergy information for children with special health needs from the Agency to reduce duplication of effort.

3.4.5.2.2 The Agency will work collaboratively with SCCOE to obtain missing documents necessary to complete application, including follow up with parents when needed.

3.4.5.3 Facilitate parent visitation to Head Start classroom by notifying the Site Director, Disabilities Services Specialist and Teacher, scheduling the visit at a mutually agreed upon time between parent and Teacher.

3.4.5.4 Agree to refer children to SCCOE with significant disabilities emphasizing those who have been historically under-represented in inclusion classrooms. Total number of children enrolled in each class to be mutually determined by the Agency and SCCOE.

3.4.5.4.1 Refer additional preschool children from the Agency with IEPs to non-inclusion SCCOE classrooms.

3.4.5.4.2 If an inclusion student drops from the SCCOE inclusion class, the Agency will have 30 days to identify and enroll a new student before SCCOE fills a slot from the existing waitlist.

3.5 **Individual Education Program (IEP developed for each child prior to enrollment) (Assessment, Development, Implementation, Resource Sharing and School Readiness Goals)**

3.5.1 ***SCCOE Staff participating in this partnership will:***

3.5.1.1 Attend IEP meetings (pending coverage) –Teacher will request coverage from Supervisor Preschool Sites (SPS)/Site Director to attend IEP meetings as needed.

3.5.1.2 Shall provide a general education preschool environment (including all appropriate supplies) and early education curricula including health and family services within

mandated timelines, (i.e Ages and Stages – Social Emotional (ASQ-SE), nutrition, health, including hearing, vision (unless noted on IEP that results are current, or child's diagnosis is hearing and/or visual impairment as per IDEA 13 Federal Categories) dental screenings, family goal setting, and two home visits.

3.5.1.3 Assist Agency staff with incorporating IEP goals (including special services and/equipment/adaptations) into child's IDP including a daily schedule of activities.

3.5.1.3.1 Ensure that appropriate resources are shared between programs and that school readiness is part of each child's IDP.

3.5.1.3.2 Meet weekly with Agency teachers. This shall also include developing a schedule and lesson plans (including goals for behavior- when indicated), creating materials, strategies, to embed IEP goals into daily routines as well modifications needed for each child to access the general education curriculum. A schedule of the weekly collaboration time, date, location meeting should be sent to the Agency Director of Special Services or designee at the beginning of the school year.

3.5.1.4 Monitor pupil progress in the Head Start classroom using DRDP three times /year as well as individual observations and portfolio items. Head Start will complete all data collections in collaboration with Special Education.

3.5.2 ***Agency Staff participating in this partnership will:***

3.5.2.1 Schedule IEP meetings for children enrolled in Head Start, invite the Head Start Teacher and assist with coverage in the Head Start classroom if necessary.

3.5.2.2 Specify in the IEP which services (direct or consultative) they will provide for each child enrolled in Head Start. Also, include all special services, adapted materials/equipment, or extra personnel as identified by the IEP team.

3.5.2.2.1 Provide Special Education teacher and/or para-educators to support instruction and supervision, based on agreed-upon Inclusion model (see 4.2.2.2.2). Paraeducator (s) and/or Teachers will work in the classroom for the length of time the students are attending the Head Start classroom per their IEPs. Alterations in staffing patterns may occur based on the number of classrooms, needs of individual children and the classroom as a whole.

3.5.2.2.2 Inclusion models - Co-Teaching: One credentialed Special Education teacher and two paraeducators; or push-in: two paraeducators

3.5.2.3 Assist Head Start teaching staff with incorporating IEP goals (special services, equipment, or adaptations) into child's IDP, sharing resources and including school readiness goals in the daily schedule of activities. Assist with DRDP and observations.

3.5.2.3.1 Ensure that appropriate resources are shared between programs and that school readiness goals are included in each child's IDP.

3.5.2.3.2 Meet weekly to collaborate and plan. This includes developing a schedule and lesson plans, creating appropriate materials, developing strategies, and implementing appropriate support systems to allow students access to the general education curricula. In addition, planning will incorporate the embedding of IEP goals into the daily routines and schedule.

3.5.2.4 Monitor pupil progress in the Head Start classroom using DRDP two times /year (Agency) as well as individual observations and portfolio items. Agency staff will complete all data collections in collaboration with SCCOE staff (3 x/year).

3.5.2.4.1 Agency staff are responsible for entering DRDP fall and spring data into their student information system.

3.5.2.5 The Agency shall provide translation for the IEP meeting when parent's first language is not English, at parent's request. Parents will direct questions and concerns about their child's IEP to Agency staff.

3.6 **Training and Technical Assistance for Parents and Staff**

3.6.1 SCCOE and the Agency will collaborate on the provision of professional development activities for parents, instructional, and non-instructional staff. In addition, these trainings may be developed and presented by parents, instructional, and non-instructional staff or a combination thereof.

3.6.2 ***SCCOE Staff participating in this partnership will:***

3.6.2.1 Attend professional development training (including parents) provided by the Agency, Inclusion Collaborative or Special Education Staff in the areas of equipment, curricular adaptations, additional strategies (instructional and non-instructional), health and safety issues or any items necessary for each child from the Special Education / Preschool to equally access and fully participate in an SCCOE classroom. These professional development sessions should be scheduled at the beginning of the school year and the schedule should be provided to the Agency's Director of Special Services or designee.

3.6.2.2 Invite Special Education staff to attend professional development related to general education curriculum such as Live Portfolio, Preschool Learning Foundations, CA Teaching Pyramid (CSEFEL), Head Start/Early Head Start Early Learning Outcomes Framework, Pre-K GLAD, CLASS, ECERS, School Readiness Goals, Creative Curriculum and Kindergarten Common Core as appropriate.

3.6.2.3 Assist Special Education/Preschool staff with providing home activities to enhance child development and providing trainings as needed.

3.6.2.4 Collaborate with Special Education/Preschool/ Inclusion Collaborative/CPIN/ to develop a yearly calendar of events and support groups for parents of children with disabilities (such as PHP and Parent's Place) include dates of events for children with disabilities and their peers without disabilities and/or siblings. All parents receive a comprehensive resource guide with specific community resources for parents/children with/without disabilities, annual mailings regarding parent's rights includes 504 information, home activities supporting their child's development & Annual Presentation – working with Special Education.

3.6.3 ***Agency Staff participating in this partnership will:***

3.6.3.1 Provide Head Start staff (including parents) with professional development, hands-on demonstrations, ongoing training and support in areas such as equipment, use of curriculum materials, adaptations, modification, strategies (instructional and non-instructional), health and safety issues or any additional items necessary for full participation in the Head Start classroom either provided by the Agency's Special

Education Department, the Inclusion Collaborative SCCOE and/or other related agencies. These professional development sessions should be scheduled at the beginning of the school year and the schedule should be provided to the Site Director.

3.6.3.2 Attend Head Start professional development activities as appropriate to understand general child development and General Ed curriculum such as Live Portfolio Preschool Learning Foundations, CA Teaching Pyramid (CSEFEL), Pre-K, CLASS, ECERS, Head Start/Early Head Start Early Learning Outcomes Framework, School Readiness Goals, Creative Curriculum and Kindergarten Common Core as appropriate.

3.6.3.3 Provide parents of children with disabilities and Head Start staff with home activities to enhance child development and provide training to parents and Head Start staff as needed.

3.6.3.4 Collaborate with Head Start/Inclusion Collaborative/CPIN/Special Education to develop a yearly calendar of events and support groups for parents of children with disabilities (such as PHP and Parent's Place) including dates of events for children with disabilities and their peers without disabilities and/or siblings.

3.7 **Supervision of Children; for children who are enrolled in a Head Start classroom as their Special Education placement**

3.7.1 ***SCCOE Staff participating in this partnership will:***

3.7.1.1 Provide direct and active supervision for all children enrolled in the Head Start classroom.

3.7.1.2 Remain with all children until they have been safely placed on transportation to home.

3.7.1.3 Maintain correct ratio/modification/supervision for licensing

3.7.1.4 To the extent possible, align with Agency School District staff contracts as they relate to staff breaks, holidays, and vacations while ensuring that safety and support of all children are met.

3.7.2 ***Agency Staff participating in this partnership will:***

3.7.2.1 Provide direct and active supervision for all children enrolled in the Head Start classroom.

3.7.2.2 Remain with all children until they have been safely placed on transportation to home.

3.7.2.3 Maintain correct ratio/modification/supervision for licensing

3.7.2.4 To the extent possible, align with Head Start staff contracts as they relate to staff breaks, holidays, and vacations while ensuring that safety and support of all children are met.

3.8 **Transition from Head Start to Kindergarten or other placement**

3.8.1 Transition to kindergarten as per Senate Bill 1831 guidelines, i.e. children who are age 5 on or before September 1st transition to kindergarten: children with birthdays between September 2nd and Dec 2nd are eligible for transitional kindergarten and also Head Start.

3.8.2 ***SCCOE Staff participating in this partnership will:***

3.8.2.1 Attend IEP meeting held to address transition from Head Start to transitional kindergarten/kindergarten or other placement.

3.8.2.2 Invite the Special Education Teacher to all home visits. Provide home visits schedule to the Agency's Director of Special Services.

3.8.2.3 Include Special Education/Preschool Staff in Head Start transition meetings for parents whose children will attend kindergarten at their school of residence (begins in January of the year child will attend kindergarten in September).

3.8.2.4 Assist parents with site visitations, parent meetings, or other activities (when transitioning to Head Start).

3.8.3 ***Agency Staff participating in this partnership will:***

3.8.3.1 Include Head Start at any IEP meeting held to address transition from Head Start to transitional kindergarten/kindergarten or other placement.

3.8.3.2 Attend home visits with the Head Start Teacher if possible. Provide home visits schedule to the Agency's Director of Special Services.

3.8.3.3 Attend Head Start transition meetings for parents whose children will attend transitional kindergarten/kindergarten at their school of residence (begins in January of the year child will attend Kindergarten in September).

3.8.3.4 Assist parents with site visitations, parent meetings, or other activities (when transitioning to Head Start).

3.9 **Facilities and Staff**

3.9.1 ***SCCOE Staff participating in this partnership will:***

3.9.1.1 Maintain a common calendar for times/days of operation to the maximum extent possible.

3.9.1.2 License the facility through Department of Social Services Community Care Licensing

3.9.1.3 Coordinate the use of outside area with Special Education/Preschool and request a waiver with Community Care Licensing if needed.

3.9.1.4 Provide custodial services according to district calendar.

3.9.1.5 Provide food services according to district calendar.

3.9.2 ***Agency Staff participating in this partnership will:***

3.9.2.1 Maintain a common calendar for times/days of operation to the extent possible.

3.9.2.2 License the facility through Department of Social Services Community Care Licensing

3.9.2.3 Coordinate use of the outside area with Special Education /Preschool and request a waiver with Community Care Licensing if needed and in collaboration with Head Start if needed.

3.10 **Procedural Safeguards**

3.10.1 ***SCCOE Staff participating in this partnership will:***

3.10.1.1 Ensure that all procedural safeguards, including confidentiality of records, HIPAA Laws, FERPA Laws are provided for all children with disabilities and their parents according to state regulations and Head Start Performance Standards.

3.10.1.2 Inform and explain to parents procedural safeguards (where applicable).

3.10.1.3 Participate in the resolution of disputes up to and including the participation in due process hearings as appropriate.

3.10.2 ***Agency Staff participating in this partnership will:***

3.10.2.1 Ensure compliance with all procedural safeguards, confidentiality of records, HIPAA Laws, FERPA Laws, Head Start Performance Standards for all children with disabilities enrolled in Head Start.

3.10.2.2 Explain procedural safeguards to parents and Head Start staff (where applicable).

3.10.2.3 Participate in the resolution of disputes up to and including the participation in due process hearings as appropriate.

3.11 **Disputes between Agencies**

The steps listed below will be taken only if resolution could not be achieved at the site level with agreement between staff from Special Education and Head Start:

3.11.1 Schedule/attend a meeting with Special Education Teacher, District Program Specialist, Head Start Supervisor, Teachers and Disability Specialist. If unable to reach agreement, proceed to 3.11.1.1

3.11.1.1 Schedule/meet with Head Start Program Operations Manager. If unable to reach agreement, proceed to 3.11.1.1.1.

3.11.1.1.1 Schedule/meet with Agency Director of Special Services and Early Learning Services Director. If unable to reach agreement, proceed to 3.11.1.1.2

3.11.1.1.2 Schedule/Meet with Chief School Officer and District Assistant Superintendent.

3.12 **Program Evaluation – Minimum of Three sources**

3.12.1 ***Student Progress:***

3.12.1.1 Analysis of baseline data from work samples, observations, IDP, Results of DRDP and Quarterly Progress reports on IEP goals with data collected from these sources throughout the program year.

3.12.1.2 Information regarding transition will be gathered and shared with the receiving team of the program placement where the child will transition.

3.12.1.3 Videotape (with written permission) - a copy of videos will be provided by the Agency to SCCOE when utilized.

3.12.2 ***Parent Satisfaction:***

3.12.2.1 Parent survey (Special Education and Head Start).

3.12.2.2 Informal reporting /narrative data reported to Head Start Family Advocate (FA)/Head Start and/or Special Education Teachers, assistants, or other staff members from Special Education or Head Start. This information may be shared at Inclusion Collaborative/Head Start teacher meetings or trainings.

3.12.3 ***Teacher Satisfaction:***

3.12.3.1 Teacher survey (Special Education and Head Start).

3.12.3.2 Informal reporting/narrative data from monthly meetings.

3.12.3.3 Other: report to supervisor.

3.13 **Compliance with Nondiscrimination Laws**

Both Parties shall comply with title VI of the Civil Rights Act of 1964, as amended which prohibits the denial of benefits or participation on the basis of race, color, or national origin (42 USC 2000d) and shall comply with the requirements of Section 504 of the Rehabilitation Act of 11973 as amended which prohibits discrimination on the basis of disability (29 USC794). Both Parties shall also comply with the age Discrimination in Employment Act of 1975 (42 USC 6101 et.seq). In addition, both Parties shall comply with the Americans with Disabilities Act (42 USC 12101 et. seq). (The Americans with Disabilities act is not applicable to tribal governments). The agencies shall comply with the Rehabilitation Act of 1973 as amended by the Rehabilitation Act Amendment of 1992 (PL102-569), which prohibits discrimination in the employment or advancement of employments of qualified persons because of physical or mental disability (29 USD701 et. seq). The agencies shall comply with Title IX of the Equal Opportunities in Education Act which requires gender equity in education (20

USC 1681).

3.14 **Confidentiality**

Both Parties shall ensure that all procedural safeguards, including confidentiality of pupil records requirements and due process protection, are provided for all individuals with exceptional needs placed in Head Start and their parents, according to California Education Code Sections 56500-56506, California Administrative Code, Title V, Health Insurance Portability and Accountability Act (HIPAA), Family Education Rights and Privacy Act (FERPA), Individuals with Disabilities Education Improvement Act, 2004 (IDEA), and federal laws and regulations.

3.15 **Point of Contact(s) for the duration of the MOU for the Agency**

Anthony Colonna
Director, Special Education
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127
Office: 408-928-6960
Email: anthony.colonna@arusd.org

3.16 **Point of Contact(s) for the duration for the MOU for SCCOE**

Jennifer Ewers
Director of Early Learning and Care Initiatives
Santa Clara County Office of Education
Early Learning Services Department
1290 Ridder Park Dr
San Jose, CA 95131
Phone: 408-453-4370
Email: jennewers@sccoe.org

4. Duration of Agreement

This Agreement begins on December 01, 2024 and ends on December 01, 2029

5. Articulation of Monies/Compensation

There is no compensation associated with these services

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 enter

termination term that applies 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

6.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Date: January 23, 2025

To the Board of Trustees:

Subject: **Approval of RFP No. 2425-BUS02: Operational Bonds Performance Audit**

Staff Analysis: In order to validate that there is appropriate oversite of the ARUSD bonds program, Alum Rock solicited a Request for Proposals (RFP) for an Operational Bonds Performance Audit to be conducted of Measure I, J, and S bond projects for the past three fiscal years. This audit is intended to be above and beyond the regular financial and controls-focused Bonds Performance Audit.
The following are the primary focus areas of the audit:

- Design and construction schedules.
- Change order/claims procedures and results.
- Current programmatic goals to ensure compliance with state law, guidelines, and funding formulas.
- District guidelines for bidding and procurement.
- Effectiveness of the public outreach program.
- Effectiveness of communication channels among stakeholders within the bond program.
- Compliance with program provisions and restrictions in the bond initiative, as well as legal requirements such as prevailing wages.
- Payment procedures.
- Benchmark of staffing and administrative costs.

The District followed Federal and District guidelines for the RFP by releasing the RFP on Wednesday, December 18, 2025 and publicizing it for two weeks via Challenge News and the ARUSD website. The District followed the process for questions and responses which were posted on Friday, January 10, 2025. The proposals were due on Wednesday, January 15, 2025. The District received three proposals from GPP Analytics Inc., Harvey M. Rose Associates, LLC., and Moss Adams LLP. The three proposals were opened and reviewed; all three met all RFP requirements. While all three firms have solid backgrounds, we recommend Harvey M. Rose Associates, LLC due to the best combination of qualifications and cost.

Recommendation: Staff recommends that the Board approve Harvey M. Rose Associates, LLC to perform the Operational Bonds Performance Audit for the District in the amount of $69,640 based on level of service and pricing.

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

To the Board of Trustees:

Meeting: January 30, 2025
Regular Board Meeting

Recommend Approval

6.1
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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GPP Analytics Proposal for:

Alum Rock Union Elementary School District

Operational Bonds Performance Audit

RFP No. 2425-BUS02

01.22.2025 - Revised

Julian Metcalf
GPP Analytics Inc.
2478 Tierra Drive
Los Osos, CA 93402

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Government Performance & Policy

I. Cover Letter

January 22, 2025

Dear Mr. Fogel,

Thank you for the opportunity to submit a proposal to the Alum Rock Union Elementary School District for an Operational Bonds Performance Audit. GPP Analytics would be honored to work with the District to provide these services. Our team is excited to offer our expertise and is confident in our ability to deliver a thorough and insightful analysis.

With our combined decades of experience as performance auditors, analysts, and local government experts, we bring a deep understanding of the complexities involved in managing internal audit services. Our principal auditor, Julian Metcalf, served as the California K-12 lead analyst at Moody's Investor Service, assessing public sector bonds and financing. The GPP team is currently concluding an audit for the Bay Area Rapid Transit's Inspector General's Office, auditing their construction change orders.

We are committed to working collaboratively with the District to support it in achieving its goals. We appreciate your consideration of our proposal and look forward to the possibility of contributing to the success of this critical initiative. Please reach out to us with any questions.

Sincerely,

Julian Metcalf, Chief Executive Officer

GPP Analytics Inc.

(415) 290-1032 mobile

2478 Tierra Drive

Los Osos, CA 93402

jmetcalf@gppanalytics.com

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III. Qualifications

About GPP Analytics

GPP Analytics Inc. was founded in California in 2022 to help local governments solve complex problems, improve operations, reduce risks, and deliver effective services to their communities. We are a team of experienced and dedicated performance auditors, analysts, and local government experts. Our team is dedicated solely to helping governments, and combined our team has over six decades of experience to draw from in providing internal audit services similar in size and scope to that requested by the District.

Our Services

We work exclusively with government agencies to help them assess and analyze operational efficiencies, providing a broad range of analytical services in that pursuit. Our core services include:

- Performance Audits: We specialize in conducting performance audits that evaluate the efficiency and effectiveness of government programs and services, helping agencies identify opportunities for improvement and optimize resource utilization.
- Internal Audits: We offer comprehensive internal audit services that provide objective evaluations of internal controls, compliance with regulations, and overall operational efficiency within government agencies. Our audits deliver actionable recommendations to enhance performance, ensure accountability, and promote transparency.
- Risk Assessment: Our risk assessments leverage quantitative data from financial systems to analyze both large-scale and small-scale patterns, along with qualitative inputs from our evaluation of inherent risks. By combining these quantitative and qualitative methods, we identify and evaluate potential risks within government programs and operations. This comprehensive approach helps agencies prioritize and mitigate risks, strengthen internal controls, and enhance overall risk management strategies.
- Comparative and Best Practice Analysis: We conduct comparative analyses and benchmarking studies to identify best practices across similar jurisdictions, providing clients with actionable insights to enhance their operational performance.
- Financial Analysis and Budget Reviews: We offer comprehensive financial analysis and budget reviews to ensure effective allocation of resources, cost recovery, and overall fiscal health of government programs.

Our Experience

GPP Analytics has extensive experience working with agencies to perform assessments similar to the one the District is requesting. We have partnered with a number of cities and counties in California and in other states across the country, including the BART Office of Inspector General, the Monterey County Auditor-Controller, the City of Richmond, the City of Sacramento, the Regional Transportation District, Denver, CO, and the Utah Division of Emergency Management. Our principal auditor, Julian Metcalf, served as the California K-12 lead analyst at Moody's Investor Service,

assessing public sector bonds and financing. The GPP team is currently concluding an audit for the Bay Area Rapid Transit's Inspector General's Office, auditing their construction change orders.

Our Team

The primary contact for the District will be Julian Metcalf, CEO of GPP Analytics and Project Manager, who will be supported by Senior Manager Eric Spivak and Auditor Ofu D. Iyok-Nfonsam. Our staffing structure prioritizes smaller, senior-level teams. We've found that this structure is more efficient and effective. It lets our nimble team collaborate closely and immerse ourselves with less staff overhead.

We have provided biographies for each key team member below, followed by detailed resumes.



Julian Metcalf, MPA, CIA, CFE

Project Manager

Mr. Metcalf has served the San Francisco Budget and Legislative Analyst Office, the San Francisco Municipal Transportation Authority, the Santa Clara County Management Audit Division, he was a lead analyst at Moody's Investors Service for CA K-12 sector bonds, and has led numerous audits and studies for local governments. He brings a keen focus on enhancing transparency, effectiveness, and financial clarity in the public sector.



Eric Spivak, CIA, CGAP, CRMA, MPA

Senior Manager

Mr. Spivak has 30 years serving state and local governments in comprehensive expertise in compliance audits, performance audits, program audits, management audits, and special studies for government entities. With vast experience in the public sector, local government management, consulting, training, and analytical roles, he has led significant projects for counties, cities, and other governmental agencies.



Ofu D. Iyok-Nfonsam, CPA, MBA

Senior Manager

Ms. Iyok-Nfonsam is a licensed CPA with over 18 years of experience in compliance, performance, and management audits across diverse sectors. She is recognized for her expertise in Sarbanes-Oxley (SOX) and Financial Instruments and Exchange Act (J-SOX) compliance. Ms. Iyok-Nfonsam has led significant projects for large companies, enhancing internal controls and risk management. At GPP Analytics, she continues to deliver audit services for government entities, including counties, cities, and other governmental agencies.

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Julian Metcalf, MPA, CIA, CFE, Chief Executive Officer
Experience

Finance and Government Operations

- Construction Contract Change Order Audit, San Francisco Bay Area Rapid Transit Agency Office of Inspector General
- Animal Care Services Division, Performance Audit, City of Sacramento City Auditor's Office
- Expenditure Audit of Agreement, Monterey County Auditor-Controller's Office
- Performance Audit Port of Richmond, City of Richmond CA
- Incorporation Study for the Los Osos Community Services District
- Fee Study, City of Oxnard CA
- Hiring Compliance Study, Regional Transportation District, Denver, CO
- Audit of Tax and Fee Collection Processes and Information Sharing, City of Los Angeles
- Management Audit of Claims Unit, City of Los Angeles
- Management audit of Procurement Process, County of Santa Clara
- Special Study of Analysis of Small Business Displacement, City and County of San Francisco
- Management audit of Information Services Department, County of Santa Clara
- Annual Review of Mayor's Proposed $13 billion budget for the City and County of San Francisco
- Annual Review of County Executive's Proposed $11.5 billion budget for the County of Santa Clara
- Monitoring and analysis of a $43 billion portfolio of local government bond ratings at Moody's Investors Service
- Assessed the financial and economic condition, governance, and debt portfolio of hundreds of cities, counties, school districts, and enterprise districts across the western states for Moody's Investors Service

Public Safety and Justice

- Management Audit of Sheriff's Custody Bureau, County of Santa Clara
- Management Audit Los Altos Hills County Fire District, County of Santa Clara
- Audit of the Implementation of Recommendations for Custody Improvement, County of Santa Clara
- Management Audit of the Juvenile Probation William F. James Ranch Facility, County of Santa Clara

Building, Planning, Public Works, and Transportation

- Special Study of Santa Clara County Property Owned and Leased by the General Fund and Roads and Airports Departments, County of Santa Clara
- Performance Audit Evaluating the Assessment and Collection of Wastewater Fees, Sacramento Regional County Sanitation District
- Policy Analysis of Vehicle Telematics for City Vehicles, City and County of San Francisco

- Policy Analysis of Vehicle Telematics for City Vehicles Update, City and County of San Francisco
- Policy Analysis of Public Art Programs, City and County of San Francisco
- Policy Analysis of Construction Noticing, City and County of San Francisco

Health and Social Services

- Management Audit of In-Home Supportive Services program, County of Santa Clara
- Management audit of Valley Health Plan, County of Santa Clara
- Special Study of In-Home Care for Seniors, City and County of San Francisco

Litigation Support/Expert Witness

- Analysis of City of San Luis Obispo's financial condition, financial and economic resiliency, and capital planning and budgeting practices
- Analysis of City of Phoenix's financial condition and budgeting practices
- Analysis of County of San Luis Obispo's financial condition and budgeting practices

Professional History:
GPP Analytics Inc., Partner, 2022 -
Harvey M. Rose Associates, LLC, Principal Analyst, 2017 - 2022
San Francisco Municipal Transportation Agency, IT Business Operations Manager, 2016-2017
Harvey M. Rose Associates, LLC, Principal Analyst, 2014 - 2016
Moody's Investors Service, San Francisco, CA, Analyst, 2010-2014
Empire State Development Corporation, New York, NY, Graduate Intern, 2009-2010
GCA Strategies, San Francisco, CA, Analyst, 2007-2008
UC Berkeley, Berkeley CA, Staff Research Associate, 2006-2007

Education:
Master of Public Administration (MPA) Public and Nonprofit Management and Policy, New York University, Wagner Graduate School of Public Service, 2010
Bachelor of Arts in Geography, San Francisco State University, 2006

Professional Certifications:
Certified Internal Auditor (CIA), Institute of Internal Auditors
Certified Fraud Examiner (CFE), Association of Certified Fraud Examiners
Tableau Desktop Specialist, Tableau Software
Information Technology Infrastructure Library (ITIL) Foundation, AXELOS Global Best Practice

Professional Affiliations:
Institute of Internal Auditors, Chapter President; Association of Local Government Auditors, Strategy Committee; Association of Certified Fraud Examiners, Chapter Board Member. Speaker at Association of Local Government Auditors and Institute of Internal Auditors.

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Eric Spivak, CIA, CGAP, CRMA, Senior Manager

Experience

Finance and Government Operations

- Managed Jackson County's Application for FEMA Assistance
- Expenditure Audit of Agreement, Monterey County Auditor-Controller's Office
- Audit of Finance and Treasury Functions, Jackson County, OR
- Audit of Collection of Funds for and from Other Jurisdictions, County of Jackson, OR
- Audit of Compliance with Federal Awards (Single Audit), Jackson County, OR
- Audit of Performance Measurement Program, Jackson County, OR
- Special Study of Marijuana Grow Sites Impact on County Operations, Jackson County, OR
- Management Audit of HR Recruitment Processes, Jackson County, OR
- Managed Jackson County's Use of COVID-19 CARES Act Funding
- Financial Compliance Audits of several Ohio municipalities
- Risk Assessment and Cash Control Audit of Vendor Operations, Metro Gov, Oregon
- Citywide Benchmarking Study, Spokane, WA

Public Safety and Justice

- Jail Demographic Study, Jackson County, OR
- Management Audit of Search and Rescue Program, Jackson County, OR
- Audit of Civil Records Division, Jackson County, OR
- Management Audit of Juvenile Justice Program, Jackson County, OR
- Audit of Alaska Department of Corrections Prison Construction Project, Anchorage, AK
- Management Audits of Multiple Arizona County Juvenile Probation Offices
- Training Program Evaluation, Adult Probation Department, Maricopa County, AZ
- Special Study of Patrol Staffing, Sheriff's Office, Jackson County, OR
- Audit of Property Room Internal Controls, Sheriff's Office, Jackson County, OR
- Service Providers Compliance Audit, Juvenile Justice Program, Jackson County, OR

Building, Planning, Public Works, and Transportation

- Management Audit, Planning Department, Jackson County, OR
- Management Audit, Code Enforcement Program, Jackson County, OR
- Internal Controls Audit of Building Department Permit Fee Collections, City of Atherton
- Audit of Passenger Facilities Charge Collection and Use, Rogue Valley International Airport
- Internal Controls Audit of Parking Revenue, Rogue Valley International Airport

Health and Social Services

- Management Audit of Community Partners Grant Program, Jackson County, OR
- Contract Compliance Audit of Jail Healthcare Provider, Jackson County, OR

- Management Audit of Developmental Disabilities Program, Jackson County, OR
- Special Study of Restaurant Inspection Fees System
- Process Improvement Study, Riverview Medical Center, Red Bank, NJ
- Performance Audit of Arizona Foster Care Review Program, Phoenix, AZ

Miscellaneous Government Operations

- Management Audit of Assessor's Office, Jackson County, OR
- Risk Assessment and Internal Control Audit, Washington State Dept. of Financial Institutions
- Management Audit of Municipal Golf Operations, Tempe, AZ

Utility Audits

- Affiliate Transactions Audit, San Diego Gas and Electric
- Affiliate Transactions Audit, Southern California Gas
- Original Cost of Plant Audit, Commonwealth Edison, Chicago, IL
- Sarbanes-Oxley Audit, Chugach Electric Association, Anchorage, AK

Professional History:
GPP Analytics Inc., Senior Manager, 2023 -
Jackson County, Medford, OR, *County Auditor,* 2013 - 2023
Self-employed, Cincinnati, *Freelance Auditor*, OH 2010-2013
Office of the National Public Auditor, Federated States of Micronesia, *Audit Mgr.*, 2009-2010
Self-employed, Salem, OR, *Freelance Auditor*, 2005-2010
City of Scottsdale, Scottsdale, AZ, 2001-2005, *Internal Auditor*
Administrative Office of the Courts, Phoenix, AZ, 1998-2005, *Compliance and Program Auditor*
Self-employed, Tempe, AZ, *freelance auditor, 1995-1998*
Office of the Auditor General, Phoenix, AZ, *Performance Auditor*, 1994-1995

Education:
Master of Public Administration (MPA) Program Evaluation and Policy Analysis, Arizona State University, School of Public Affairs, 1994
Bachelor of Arts in Political Science, Arizona State University, 1990

Professional Certifications:
Certified Internal Auditor (CIA), *Institute of Internal Auditors*
Certified Government Auditing Professional, *Institute of Internal Auditors*
Certification in Risk Management Assurance, *Institute of Internal Auditors*

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Ofu D. Iyok-Nfonsam, CPA, MBA, Analyst
Experience

Audit Experience:

- Construction Contract Change Order Audit, San Francisco Bay Area Rapid Transit Agency
- Fee Study, City of Oxnard CA
- Managed SOX projects and coordinated with external auditors to ensure compliance.
- Provided comprehensive recommendations to mitigate risks and enhance governance.
- Led Ernst & Young audit engagements, including planning, risk assessment, control analysis, and testing.
- Enhanced SOX compliance for publicly traded companies, identifying control weaknesses and areas for improvement.
- Managed financial statement and internal control audits for companies with assets ranging from $3.2 billion to $20 billion.
- Directed and mentored audit teams, ensuring the successful execution and profitability of projects.
- Conducted financial statement audits for publicly traded asset management companies, including mutual funds and private equities.
- Coordinated day-to-day work for staff auditors and supervised training for over 20 associates.
- Part of a cross-functional project management group, reporting status to clients and senior management.
- Designed project plans and defined roles to ensure team understanding and project success.
- Managed project workflows and delivered presentations on testing approaches and high-level plans.

Professional History:
Auditor, GPP Analytics Inc, Auditor, Jun 2024 - Present
Independent Internal Audit Consultant, Freelance, Feb 2014 – May 2024
Audit Manager, Ernst & Young LLP, Houston TX, Oct 2011 – Feb 2014
Audit Senior Associate, Ernst & Young LLP, New York, NY, Oct 2008 – Sep 2011
Consulting Senior Associate, Ernst & Young LLP, Six Week Rotation
Audit Associate, Ernst & Young LLP, Aug 2006 – Sep 2008

Education:
Master of Business Administration (M.B.A.) in Information Technology Management, State University of New York, Albany NY, 2006
Bachelor of Science (B.Sc.) in Accounting, Minnesota State University, Mankato MN, 2003 (Minor in Business Administration and Computer Technology)

Volunteerism:
Program Coordinator, English Speaking Mums in Paris, Paris France, May 2017 – June 2022
Asset Management Advisory Board Member, Ernst & Young LLP, New York, NY, Jan 2008 – Sep 2011

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IV. Past Experience

GPP Analytics is exclusively focused on supporting the public sector, and we have extensive experience performing assessments similar to the one the District is requesting. We have partnered with a number of cities and counties in California and in other states across the country, including the Monterey County Auditor-Controller, the City of Richmond, the City of Sacramento, the Regional Transportation District, Denver, CO, and the Utah Division of Emergency Management.

GPP Analytics Client References

Organization's Name	Date	Description of Service	Project Location	Completion Date	Contact Information
1. Monterey County Auditor-Controller	August 2023	Audit of Wastewater Agreement, County of Monterey: Evaluated expenditure practice, leading to recommendations on budget management and financial oversight.	Monterey, CA	August 2024	Ara Azhderian, General Manager Monterey County Water Resources Agency 1441 Schilling Pl., North Building Salinas, CA 93901 (831) 755-4860
2. City of Richmond	July 2023	Reviewed operations and organizational structure, providing recommendations for optimizing capital improvement processes.	Richmond, CA	March 2024	Eduardo Martinez, Mayor City of Richmond 450 Civic Center Plaza Richmond, CA 94804 510-620-6503
3. City of Sacramento	June 2024	Performance Audit of Animal Care Services Division: Assessed operational efficiency, focusing on organizational structure and resource	Sacramento, CA	In progress	Kevin Christensen, City Auditor's Office Principal Analyst City of Sacramento City Hall, 915 I Street, 2nd Floor Sacramento, CA 95814

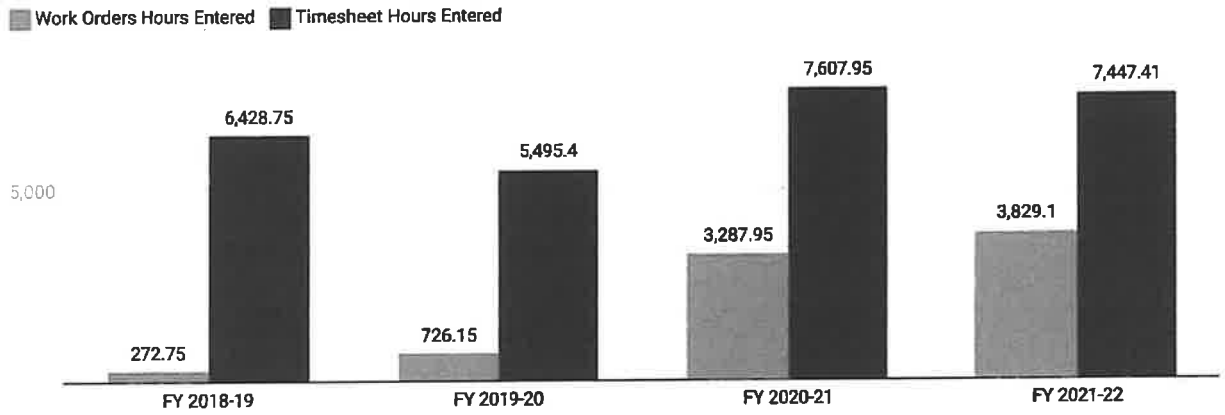
		allocation for infrastructure services.			(916)808.4743
4. Regional Transportation District, Denver, CO	September 2023	EEO/Hiring Compliance Study: Evaluated staffing processes and recommended structural changes to ensure appropriate project staffing.	Denver, CO	July 2024	Carl Green Jr., Director, Civil Rights Division Regional Transportation District 1660 Blake Street, BLK-31 Denver, CO 80202 (720) 299-1435
5. Utah Division of Emergency Management	August 2024	Audited local jurisdiction's documentation of Federal Emergency Management Agency claims.	State of Utah	In progress	Janna Wilkinson, Resilience Bureau Chief Natural Hazards, Mitigation, & Recovery Utah Division of Emergency Management 4315 S 2700 W. 2nd Floor, Suite 2200 Taylorsville, UT 84129-2128 385-214-5857

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Additional Examples

Example 1: Water Recycling Agreement Expenses for the Monterey County Water Resources Agency

We conducted an audit of the Water Recycling Agreement Expenses for the Monterey County Water Resources Agency (MCWRA) and Monterey One Water (M1W). Our comprehensive audit, covering fiscal years 2018–2022, identified key areas for improvement, including the need for a compliant indirect cost methodology, consistent time recording practices, and enhanced transparency in financial reporting. Our findings and recommendations aimed to ensure accurate expense reporting, strengthen internal controls, and improve compliance with the Water Recycling Agreement.

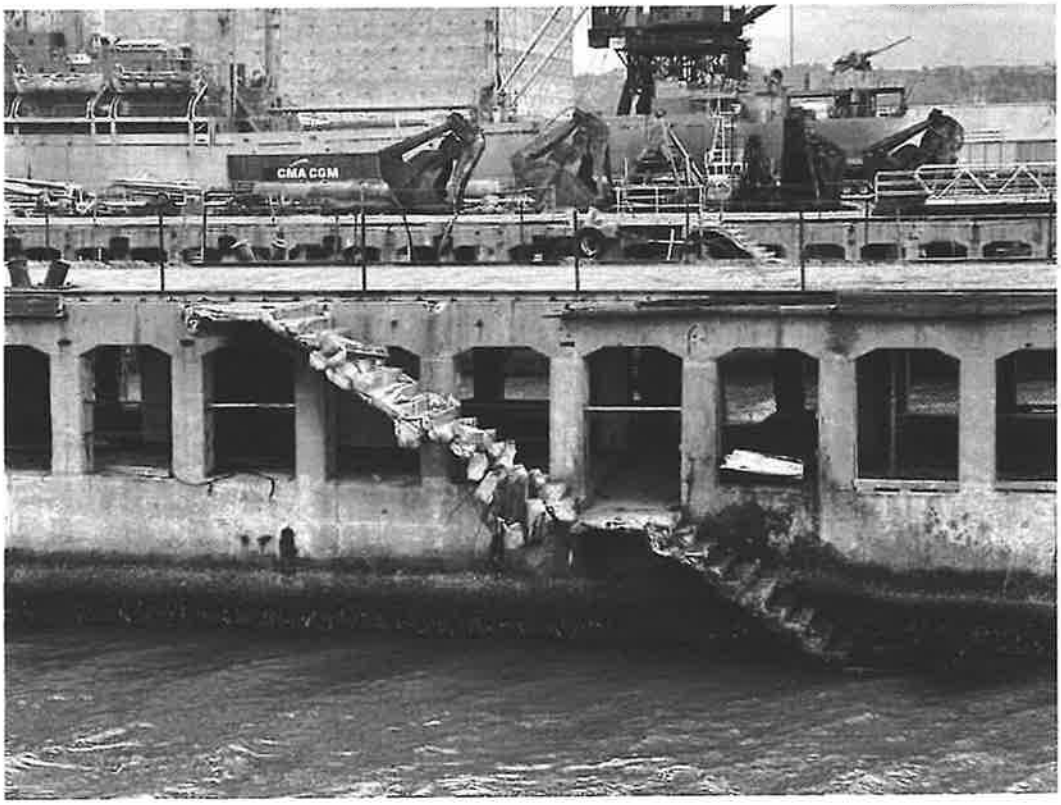


	FY 2018–19	FY 2019–20	FY 2020–21	FY 2021–22	Four-Year Total
Total Actual Charged by M1W	**$761,034.26**	**$853,193.00**	**$1,019,609.88**	**$1,129,332.29**	**$3,763,169.43**
Total Due Per Exhibit J as calculated by the audit team with supporting documentation	**$696,807.50**	**$677,830.71**	**$676,417.70**	**$601,996.10**	**$2,653,052.02**
Difference/Amount of Overpayment	**$64,226.76**	**$175,362.29**	**$343,192.18**	**$527,336.19**	**$1,110,117.41**

Audit identified discrepancies in the supporting documentation of the direct labor charged by the auditee and evidence of overpayment in the agreement's indirect cost charges.

Example 2: Port of Richmond for the City of Richmond (CA)

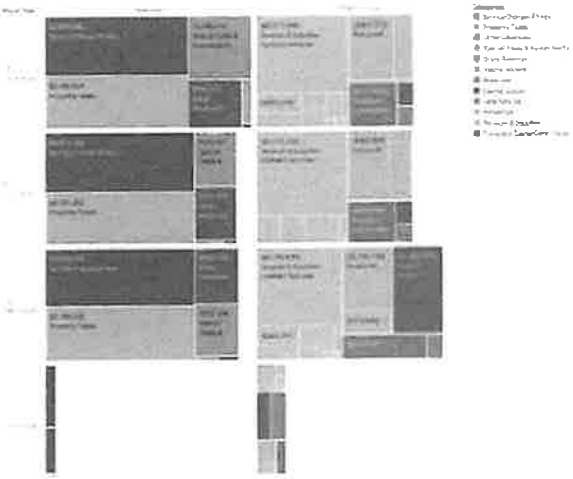
We conducted a comprehensive management and performance audit of the Port of Richmond for the City of Richmond, CA. Our audit, conducted in compliance with IIA and GAGAS standards, assessed the overall management, efficiency, and effectiveness of all port operations and services. Key areas identified for improvement include the need for a strategic plan, enhanced procedures, better maintenance practices, dedicated finance staff, and improved lease management. The audit identified discrepancies in strategic planning, financial oversight, and lease management, highlighting the need for systematic improvements, and found a link between mismanagement of the Port and deterioration of assets.



Example of physically deteriorating infrastructure at the Port.

Example 3: Municipal Incorporation Study Los Osos Community Services District

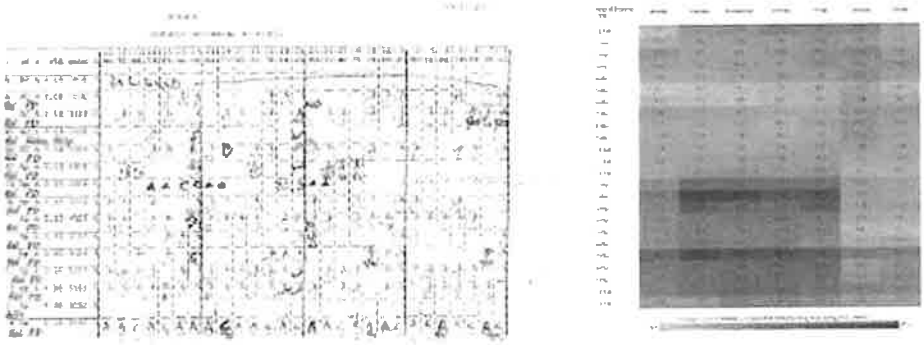
We performed a municipal incorporation study for the Los Osos Community Services District. In addition to the study, we developed a financial analysis dashboard for ongoing reporting and analysis of financial operations by their oversight committee. Allows for high-level and detailed analysis to monitor financial trends over time by staff, elected officials and the public.



Los Osos Community Services District, Finance and Budget Dashboard.

Example 4: Make Meaning Out of Mess

Sometimes key insights are hidden in paper logs and notes. From staff's prior management audit of the Santa Clara County Sheriff's Custody Operations, problems with scheduling were uncovered in numerous binders and analyzed digitally when paired with other records.

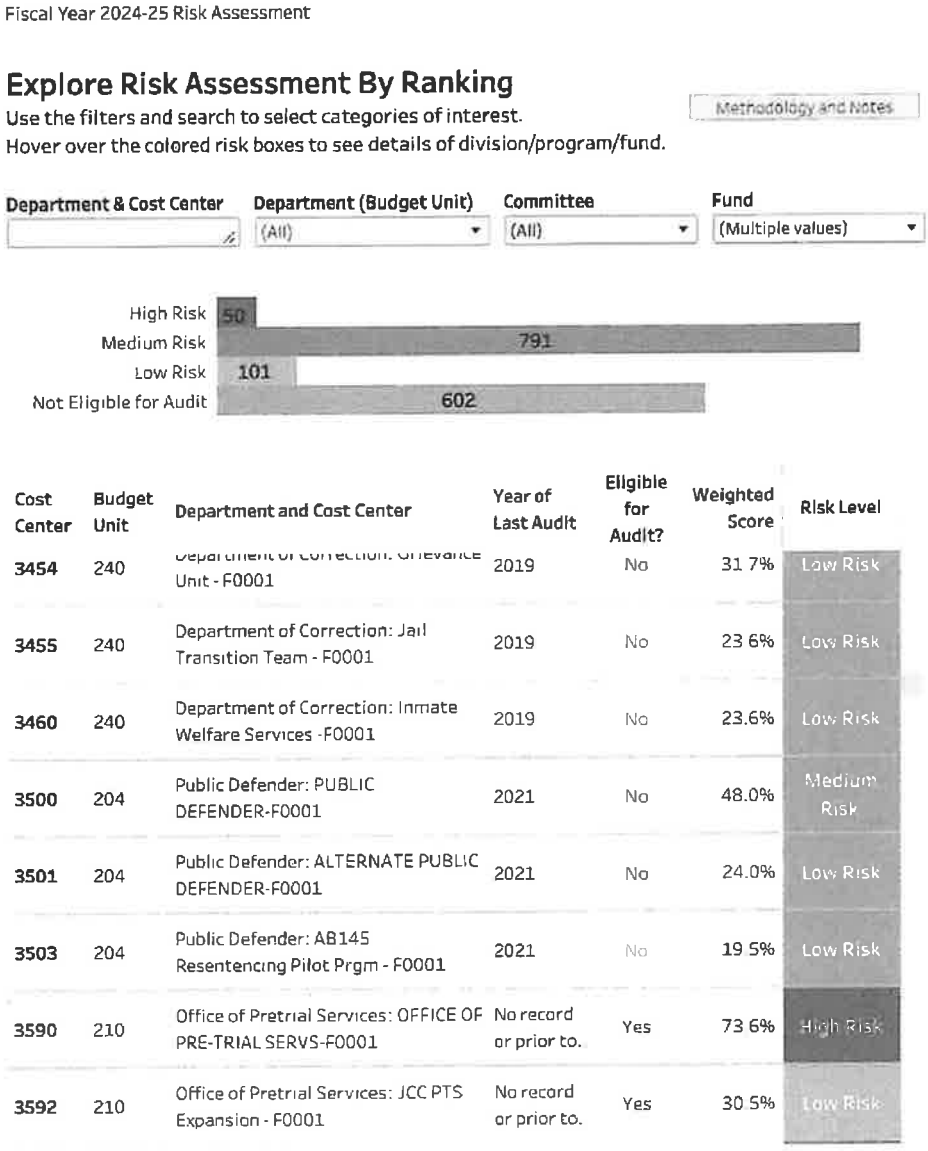


Management Audit of the County of Santa Clara Sheriff's Custody Operations, February 2022, 2021. *Report.*

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Example 5: Countywide Risk Assessment

Staff previously developed an annual Countywide Risk Assessment for Santa Clara County, CA using an 11-point quantitative and qualitative assessment methodology.



Fiscal Year 2024-25 Risk Assessment

Explore Risk Assessment By Ranking

Use the filters and search to select categories of interest.
Hover over the colored risk boxes to see details of division/program/fund.

Methodology and Notes

Department & Cost Center	Department (Budget Unit)	Committee	Fund
	(All)	(All)	(Multiple values)

Cost Center	Budget Unit	Department and Cost Center	Year of Last Audit	Eligible for Audit?	Weighted Score	Risk Level
3454	240	Department of Correction: Grievance Unit - F0001	2019	No	31.7%	Low Risk
3455	240	Department of Correction: Jail Transition Team - F0001	2019	No	23.6%	Low Risk
3460	240	Department of Correction: Inmate Welfare Services -F0001	2019	No	23.6%	Low Risk
3500	204	Public Defender: PUBLIC DEFENDER-F0001	2021	No	48.0%	Medium Risk
3501	204	Public Defender: ALTERNATE PUBLIC DEFENDER-F0001	2021	No	24.0%	Low Risk
3503	204	Public Defender: AB145 Resentencing Pilot Prgm - F0001	2021	No	19.5%	Low Risk
3590	210	Office of Pretrial Services: OFFICE OF PRE-TRIAL SERVS-F0001	No record or prior to.	Yes	73.6%	High Risk
3592	210	Office of Pretrial Services: JCC PTS Expansion - F0001	No record or prior to.	Yes	30.5%	Low Risk

Santa Clara County Management Audit Risk Assessment,
https://board.sccgov.org/management-audit-division/management-audit-risk-assessment

V. Service, Functions, & Capabilities Proposed

Audit Standards and Methodology Overview

This audit will be conducted in accordance with the **Generally Accepted Government Auditing Standards (GAGAS)**, commonly referred to as the Yellow Book, issued by the U.S. Government Accountability Office. These standards ensure that the audit is performed with rigor, objectivity, and independence, providing stakeholders with reliable and actionable insights.

Our revised approach reflects the District's request for a forward-looking evaluation of their bond program's control structure. Emphasis will be placed on reviewing **governance, risk management, and the design of control processes** to ensure a robust foundation for future program activities. Sampling methodologies and data analysis will focus on assessing control design and be approached with a risk-based selection to be determined after the initial phase's risk assessment.

This targeted methodology ensures a focused examination of the District's readiness to further implement its bond program effectively and in compliance with regulations.

Phase I: Initiation

Timeline: February – March 2025 (2 Months, 115 Hours)

Task 1: Conducting the Entrance Conference (10 Hours) The entrance conference will take place in February 2025. This meeting will involve district leadership and bond program stakeholders to confirm the scope and objectives of the preemptive audit, establish communication protocols, and outline timelines for deliverables.

Task 2: Stakeholder Interviews (25 Hours) From mid-February to early March 2025, interviews will be conducted with key stakeholders, including district administrators and bond program managers. These interviews will identify control design issues, gaps, and opportunities for improvement.

Task 3: Documentation Review and Gap Analysis (40 Hours) The team will review governance documents, internal policies, and procedures related to the bond program. This includes examining control frameworks, risk management plans, and oversight mechanisms. Observations will be benchmarked against best practices for public sector bond programs.

Task 4: Risk Assessment (40 Hours) A structured risk assessment will identify key vulnerabilities in the control structure based on our initial observations. The deliverable will include a risk matrix ranking potential risks and control gaps and a brief planning memorandum describing what we will assess in depth during Phase II.

Phase II: Testing and Analysis

Timeline: April – May 2025 (2 Months, 210 Hours)

Testing will generally focus on evaluating control design with a forward-looking perspective to help reduce future risks. Due to the early stage of some bond programs, we will sample transactions when available, and use random samples or a risk-base selection method depending on the population size and risk level.

Task 5: Reviewing Oversight and Monitoring Mechanisms (30 Hours) This task will assess the design and implementation of oversight mechanisms, such as reporting structures and internal audits, to ensure effective monitoring of bond program activities.

Task 6: Assessing Design and Construction Schedules (30 Hours) The team will evaluate project schedules to ensure that they adhere to approved timelines. This task will include analyzing milestone tracking, resource allocation, and delay management processes.

Task 7: Evaluating Change Order and Claims Procedures (30 Hours) Change order and claims procedures will be reviewed to ensure they align with district policies and industry best practices. A sample of transactions will be analyzed for justification, approval processes, and compliance with guidelines if available or if unavailable, we will perform control mapping.

Task 8: Reviewing Compliance with State Laws and Funding Guidelines (35 Hours) The audit will evaluate compliance with state laws, funding formulas, and prevailing wage requirements, and the control mechanisms in place by the district. This task will also assess whether programmatic goals align with these requirements.

Task 9: Analyzing Procurement and Bidding Processes (35 Hours) District procurement and bidding guidelines will be reviewed for transparency, fairness, and adherence to state laws and best practices. High-value contracts and sole-source procurements will receive particular attention if sampling is available.

Task 10: Evaluating Communication and Outreach Effectiveness (25 Hours) The team will assess the effectiveness of public outreach strategies and communication channels among stakeholders. This includes analyzing feedback mechanisms, engagement strategies, and transparency practices.

Task 11: Benchmarking Staffing and Administrative Costs (25 Hours) Staffing levels and administrative costs will be benchmarked against peer districts and similar bond programs to identify potential efficiencies or deviations from industry norms.

Phase III: Reporting

Timeline: June 2025 (1 Month, 75 Hours)

Task 12: Preparing the Draft Report (30 Hours) In June 2025, the team will consolidate findings into a draft report. This report will provide a detailed synthesis of the audit's results, supported by data visualizations and compliance analyses. A thorough internal review will ensure clarity, accuracy, and alignment with audit objectives.

Task 13: Incorporating Stakeholder Feedback (20 Hours) Stakeholder feedback on the draft report will be collected and integrated in late June 2025. Adjustments will address concerns and ensure the report is balanced and actionable.

Task 14: Finalizing the Report and Presenting Findings (25 Hours) In June 2025, the final report will be submitted, accompanied by a presentation summarizing key findings, risks, and recommendations. The presentation will ensure stakeholders understand the results and can implement the recommended improvements effectively.

Phase and Task	Task Details	Estimated Hours	Timeline
Phase I: Initiation	Total: 115 Hours		February – March 2025
Phase II: Testing and Analysis	Total: 210 Hours		April – May 2025
Phase III: Reporting	Total: 75 Hours		June 2025
	TOTAL Hours	**400**	**February – June 2025**

VI. Cost Proposal

In 2025 our blended hourly rate is $215 per hour. This rate includes all fully burdened costs across the audit team and includes travel costs as necessary. Based on an estimated 400 hours, the total cost would be $86,000.

GPP Analytics
Government Performance & Policy

VII. Contract Terms

We can easily comply with all terms of the sample agreement, except as a professional services organization we do not currently carry coverage related to "Abuse and Molestation Insurance". If this is imperative for the District we are open to adding such coverage for the duration of the audit if possible.

GPP Analytics
Government Performance & Policy

VIII. Forms

Please refer to the following pages for GPP Analytics' completed RFP forms.

ATTACHMENT "A"

Contracting Party's Personnel

Name/Company: Julian Metcalf / GPP Analytics Inc.

Name/Company: Eric Spivak / GPP Analytics Inc.

Name/Company: Ofu D. Iyok-Nfonsam / GPP Analytics Inc.

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

Exhibit C

Business Gifts and Conflicts of Interest Policy Notice

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: Julian Metcalf

Printed Julian Metcalf

Name: Julian Metcalf

Title: Chief Executive Officer Date: 1/9/2025

Vendor Name: GPP Analytics Inc.

Vendor Address: 2478 Tierra Drive, Los Osos, CA 93402

CONFLICT OF INTEREST CERTIFICATION

All respondents shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME Julian Metcalf

TITLE OF OFFICER Chief Executive Officer

NAME OF COMPANY GPP Analytics Inc.

As part of your Certification, please respond to the

following questions listed below:

1. Have you or any of your team members or consultants been employed by the District in the last three years? [Yes] [No] If your answer is "Yes", please provide the following information:

   a. Full-time employee? [Yes] **[No]**
   Part-time employee? [Yes] **[No]**
   As-needed employee? [Yes] **[No]**
   Consultant? [Yes] **[No]**
   Other? Please explain below

   Explain: _____

   b. Dates of employment/employment contract/consulting contract?

   c. Which department(s) did employee(s) work at the District?

   d. Name of Supervisor(s)?

   e. Describe job duties and responsibilities for each District position held.

   f. Last date of employment?

2. Does (has) any District Board Member or District employee have (had) a business position, or serve as an Officer, Partner or Shareholder in your company? [Yes] [No] If the answer is "Yes", please providing the following information:

a. Name(s) of the Board Member(s) or employee(s)?

b. Title/position with your company

c. If anyone is (was) District Board Member or employee, what percentage of your company's shares does he/she own

3. Are any of your former employees or consultants presently employed by the District? [Yes] [No] If the answer is "Yes", please provide the following information for each employee:

a. Name of former employee(s)?

b. Position/title with your company?

c. Please describe their duties and responsibilities for each position held at your company.

d. Dates of employment?

I declare under Penalty of Perjury, under the laws of the State of California, that the above mentioned statements are true and correct to the best of my knowledge, and this declaration was executed on:

January (Month) 9 (Day), 2025; in the

Los Osos (City) CA (State)

Julian Metcalf
Signature

Julian Metcalf
Printed Name

Chief Executive Officer
Title

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION
(NON-CONSTRUCTION CONTRACTS)

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Independent Contractor Agreement for Services ("Agreement") between the Alum Rock Union School District ("District") and GPP Analytics Inc. ("Contracting Party"):

One of the boxes below must be checked with regard to Contracting Party and Contracting Party's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) ("Contracting Party's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

* Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

  GPP Analytics Inc. will not have any interaction with District pupils based on the type of service provided.

* Contracting Party/Contracting Party's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

  ☐ The services provided by Contracting Party/Contracting Party's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]

  ☐ Contracting Party/Contracting Party's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

  _____

  _____

  ☐ Contracting Party/Contracting Party's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

  _____

  _____

* Contracting Party is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.

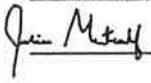
- [x] Contracting Party is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party 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 the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement. **A list of Contracting Party's Personnel is attached hereto as Attachment A.**

Date: 01/09/2025

Contracting Party: GPP Analytics Inc.

Signature: 

Print Name: Julian Metcalf

Title: Chief Executive Officer

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH RFP

(Public Contract Code section 7106)

The undersigned declares:

I am the Chief Executive Officer of GPP Analytics Inc, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 9 [date], at Los Osos [city], CA [state].

Justin Mitchell January 10, 2025

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.

X 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.

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: 01/9/2025

Name of Contractor or Company: GPP Analytics Inc.

Signature: _____

Print Name and Title: Julian Metcalf, Chief Executive Officer

OR

☐ **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: _____

WORKERS' COMPENSATION CERTIFICATION

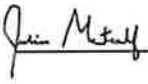
Labor Code Section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> - By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
>
> - By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

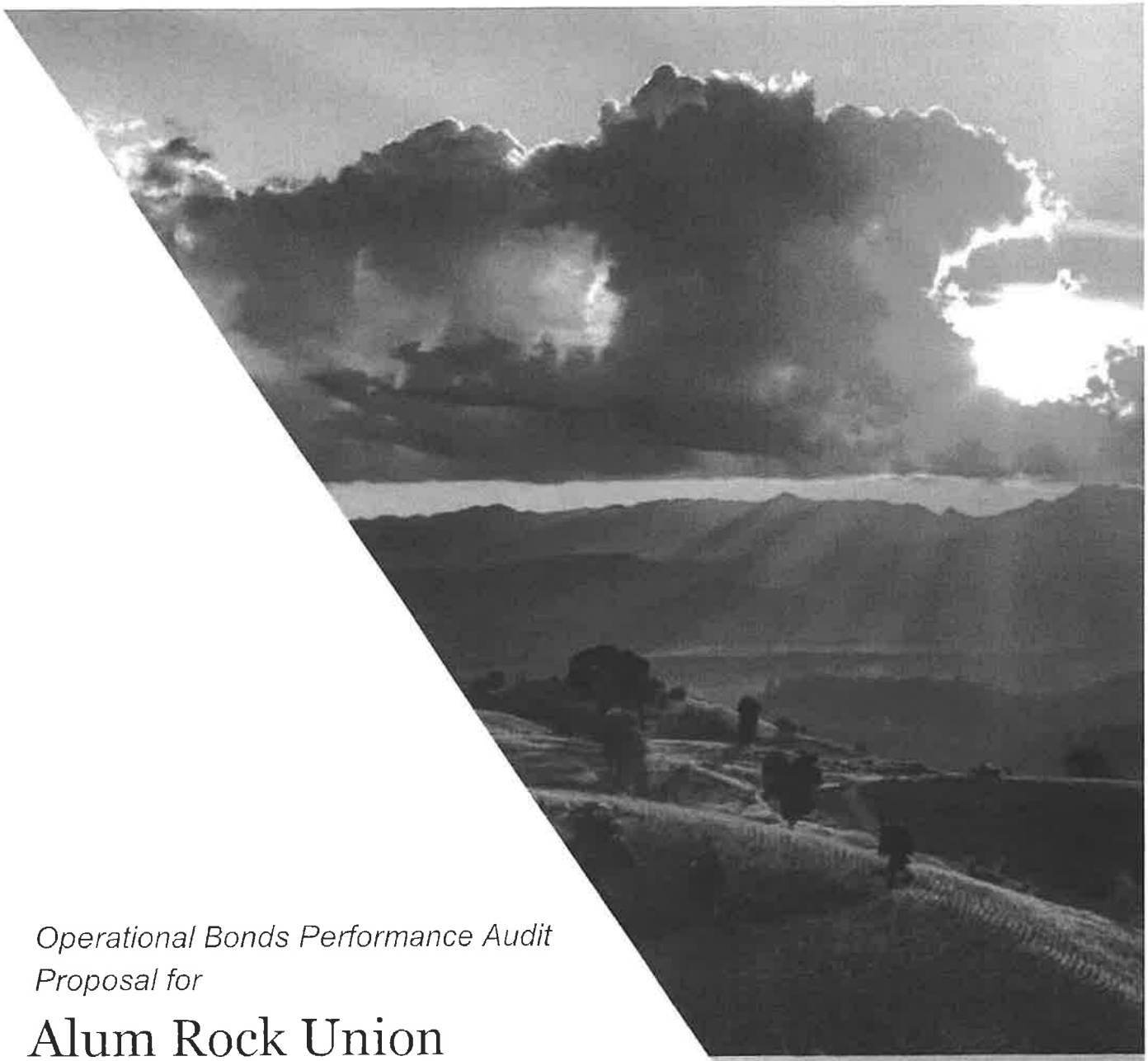
Date: 01/9/2025

Name of Contractor: GPP Analytics Inc.

Signature: 

Print Name and Title: Julian Metcalf, Chief Executive Officer

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with District prior to performing any Services under this Agreement.)



Operational Bonds Performance Audit
Proposal for

Alum Rock Union Elementary School District

Stephen Bacchetti, Partner

Moss Adams LLP

www.mossadams.com

MOSSADAMS

MOSSADAMS

January 15, 2025

Mike Fogel
Director of Fiscal Services

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

Dear Mr. Fogel:

Thank you for the opportunity to present our proposal to provide bond program assessment services for the Alum Rock Union Elementary School District (District). We understand that the District is seeking an experienced consultant to conduct an operational bonds performance audit for Measure I, J, and S bond projects over the past three fiscal years.

This proposal, valid for 90 days, outlines our qualifications, experience, approach, and estimated pricing to effectively address your needs. We are confident in our ability to meet or exceed your expectations due to our experienced team, proven methodologies, and comprehensive tools.

Below are just some of the reasons we believe Moss Adams is the right firm to collaborate with the District:

- **Breadth and depth of experience conducting bond program assessments.** Our firm has a long, successful track record of providing bond program assessment services for government agencies focusing on financial and management audits. These assessments focus on compliance with bond requirement, adherence to policies and procedures, and productivity in implementation. We strive to help our clients execute safely, transparently, efficiently, and effectively.
- **Extensive experience with public school districts.** We have a firmwide team of more than 300 professionals providing services to public school districts, local and state governments, higher education institutions, not-for-profits, and tribes. We've provided consulting and audit services diverse array of school districts throughout the western United States—including many in California.
- **Independence and objectivity.** We've built a solid reputation for a fair and objective approach to bond performance audits, as well as being savvy about K–12 education business practices. For each bond performance audit engagement, we bring unbiased views and a fresh look to the situation. Quality assurance is built into our policies and culture so our work is accurate and timely and will provide significant value to the District.
- **An established, reputable firm with extensive local resources and expertise.** We are one of the 15 largest accounting and consulting firms in the United States and serve our clients with a staff of over 4,750 professionals in more than 30 offices. In addition to our traditional service offerings, the District may also benefit from our wide range of advisory services.

January 15, 2025

Mike Fogel
Director of Fiscal Services

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

If selected to provide services to the District, we commit to successfully completing all tasks outlined in the proposal within the time period specified. Our personal promise to you is that you receive the best service Moss Adams is capable of providing.

Stephen Bacchetti will be your main point of contact and his contact information is included below. We look forward to helping you achieve your project goals and making the District a long-term and extremely satisfied client of Moss Adams.

Thank you for your consideration.

Sincerely,

Stephen Bacchetti, CPA, CIA, CCA
Partner
(503) 323-7385
stephen.bacchetti@mossadams.com

Kinman Tong, CPA
Partner
(415) 677-8267
kinman.tong@mossadams.com

Arthur Ngo, CPA
Senior Manager
(916) 503-8104
arthur.ngo@mossadams.com

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About Moss Adams

At Moss Adams, we believe in the power of possible. As a business and personal advisory firm with 4,750 professionals across more than 30 locations, we work with clients to meet the rising challenges and opportunities of tomorrow. Through a full spectrum of consulting, accounting, and wealth management services, we bring the deep industry specialization and unconventional thinking our clients seek.

MOSS ADAMS BY THE NUMBERS



30+
locations

40.26%
racially and ethnically diverse employees

4,750+
professionals

53.06%
female-identifying workforce

best accounting firms for women
– Accounting MOVE Project

awards of excellence
– *Innovations in Diversity Journal*

Since we put down roots in the Pacific Northwest more than 100 years ago, we've steadily expanded to serve clients across the nation and globally. Our full range of services includes consulting (strategy & operations, IT, transactions, and specialty), and accounting (assurance and tax), as well as individual and institutional wealth management.

Moss Adams is one of the 15 largest US accounting and consulting firms and a founding member of Praxity, a global alliance of independent accounting firms providing clients with local expertise in the major markets of North America, South America, Europe, and Asia.



Industry Expertise

PUBLIC SCHOOL DISTRICT EXPERIENCE

Public school systems are accountable to multiple constituencies—parents, students, oversight agencies, audit committees, elected officials, taxpayers—all with different expectations and demands. That's why you need a team built on technical expertise in all areas of the public sector.

Throughout the course of our engagements for school district clients, we've evaluated bond performance, building construction and capital projects, transportation, nutrition services, special education, curriculum, human resources, self-funded insurance programs, and others. This experience has given us distinct insights into the internal workings of school districts like yours.

Our team has significant experience performing bond program assessments for K–12 school districts throughout the state of California. We've served many construction programs similar to the District's and bring an understanding and knowledge of construction management methods—as well as California rules, as required—to conduct successful Proposition 39 audits. We understand educational and site requirements, as well as local and state regulation compliance issues. We've used our experience to develop a methodology for similar projects and a sample work plan is included in this proposal. We'll validate scopes of services with District management upon selection.

Listed below is a sample of current and past clients we serve or have served that are similar to the District, with representative California school district clients identified in **bold**:

Representative Clients	
• Albuquerque Public Schools	• Oregon Episcopal School
• **Alameda Unified School District**	• Portland Public Schools
• Beaverton School District	• **Sacramento Public Schools**
• **Beverly Hills Unified School District**	• San Francisco State University
• Deming Public Schools	• **San Jose Unified School District**
• **East Side Union High School District**	• Santa Fe Public Schools
• **El Monte Union High School District**	• Seattle Public Schools
• Las Cruces Public Schools	• **Sweetwater Union High School District**
• Long Beach Community College District	• University of Alaska
• **Los Angeles Unified School District**	• University of Chicago
• Maricopa County Community College District	• University of Hawaii
• **Newhall School District**	• University of Oregon
• **Ojai Unified School District**	• University of Southern California
• **Oakland Unified School District**	• University of Texas System
	• **West Contra Costa Unified School District**

OTHER LOCAL GOVERNMENT EXPERIENCE

Moss Adams has a group of specialized practices with over 300 professionals who specialize in serving tax-exempt entities including governments, higher education institutions, not-for-profits, tribes, energy and utility entities, and federal contractors. This firmwide team currently serves almost 1,500 clients throughout the United States and over the last decade has averaged more than 260,000 hours of service to those clients each year.

You will receive more effective services from our specialized professionals who have a deep understanding of the pressures school districts face, such as the need for greater efficiency under tight budget constraints. Our significant experience working with organizations like yours means our professionals are more likely to help you spot potential problems, create effective solutions, and understand the industry-specific impacts of today's major disruptors like cybersecurity and globalization, as well as the constant drive to innovate.

Listed below are some additional organizations our firm serves that have similar needs to the District.

Representative Government Clients		
• Carson City	• City of Newport Beach	• Douglas County
• City of Abilene	• City of Pasadena	• King County
• City of Arvada	• City of Phoenix	• Lane County
• City of Culver City	• City of Portland	• Maricopa County
• City of Issaquah	• City of Redondo Beach	• Marin County
• City of Laguna Niguel	• City of Santa Monica	• Pierce County
• City of Los Angeles	• City of Santa Rosa	• San Juan County
• City of Menlo Park	• City of Stockton	• Snohomish County
• City of Modesto	• City of San Jose	• Sonoma County

BOND PERFORMANCE AUDIT EXPERIENCE

We typically perform dozens of performance audits each year, a number of which are performed in accordance with Generally Accepted Government Auditing Standards (GAGAS). We are well versed in reviewing management practices, organizational structure, policies, processes, procedures, internal controls, staffing levels and skills, technology, and training and development, as well as coordinating and communicating within and across functions.

Drawing on our experience working with hundreds of governments, we leverage industry best practices to assess the current environment and identify ways to enhance each organization's ability to achieve its mission, goals, and strategic initiatives. We consider and evaluate best practices for practical application by our clients to help define management and organizational models, strategies, and tactics to facilitate optimal performance.

During the past 15 years, we've conducted bond performance audits, construction audits, and other strategy and operations consulting services for numerous government entities. Our team has provided outstanding project results by combining relevant audit expertise, functional expertise, and industry knowledge necessary to address our clients' needs. Our team of performance audit professionals are

thoroughly knowledgeable of government policies, processes, and procedures. They offer relevant certifications, such as CPA, CIA, CCA, PMP, and CFE, and are all members of the Institute of Internal Auditors. Our training requirements for professional audit and consulting staff further demonstrate that our knowledge remains current, and our projects have been delivered on time and within budget. For these reasons, our clients bring us back year after year to address their needs and help their organizations succeed. Our team will work closely and collaboratively with District management and staff to develop a working relationship that will bring the most benefit to the District.

Proposition 39 Experience

Moss Adams has a commitment to competence that includes consideration of the knowledge and skills necessary to accomplish tasks that define the project. We have developed the necessary knowledge and skills through our significant experience conducting bond performance audits.

The scope of work will require extensive data analysis and tests of Bond Program controls to provide a reliable assessment of Bond Program compliance as well as performance audit assessment of compliance with regulatory requirements, operational efficiencies, and reliable Bond Program reporting.

Our team has significant experience in performing bond program audits for K–14 school districts throughout the state of California. We've audited many construction programs similar to the District's and bring an understanding and knowledge of construction management methods—as well as California rules, as required—to conduct successful Proposition 39 audits. We understand educational and site requirements, as well as local and state regulation compliance issues.

CONSTRUCTION AUDIT PRACTICE

Our team has significant experience performing construction cost and compliance audits. We've audited numerous large-scale public and private construction projects valued between $2 million and $3.5 billion, including construction projects for many public institutions and higher education organizations. We complete many construction projects each year, ranging from full program reviews to close-out audits. In these engagements, we've acted as the principal auditor.

We bring the requisite understanding and knowledge of construction management methods, contracting strategies, project controls, and engineering to conduct successful construction audits. This team—consisting of skilled professionals and performance auditors—has completed multiple construction audits and is familiar with different types of construction contracts and project delivery methodologies. We've worked directly with general contractors and/or construction managers on issues arising out of schedule delays, construction quality, change orders, excess charges, and project progress reporting. We understand site requirements as well as local and state regulation and compliance issues. Our team includes professionals who have outstanding credentials, capabilities, and knowledge of the construction industry along with the skills and capabilities of certified construction auditors and certified public accountants needed for the engagement. Our combined professional accounting, engineering, and construction expertise will be of specific value to the District.

Below, we provide a few testimonials from recent clients served:

Port of Tacoma: *"We brought in Moss Adams for capital program assessment services. The team we worked with had the experience and expertise our projects needed and an understanding of the complexities that are unique to working with a public entity. They were very thorough and efficient, providing a lot of value for us.*

Based on their background and the breadth of their experience, they were able to suggest ideas, industry standards and best practices that we can implement."

Jewish Homes of San Francisco: *"We engaged with Moss Adams construction audit team in the early stages of a $130 million project to build a 200-unit senior care facility. Even with limited documentation and response from the contractor, Moss Adams was able to identify a significant area of risk right away. Their audit report was well received by management and the board committee overseeing the construction project. Ultimately, the identification of the problem and their proactive approach helped contain the risk and contributed to a change in contractor. We see tremendous value in the services Moss Adams provides."*

Heritage Hotels and Resorts: *"Moss Adams performed a construction audit on a very large project that went over budget and beyond scope. They helped save us a substantial amount of money and saved our relationship with our general contractor. The team went above and beyond, making themselves available, ensuring we had a positive outcome and confidence in the services they provided. We continue to work with Moss Adams today."*

Beaverton School District: *"Moss Adams has provided value for us on multiple projects, delivering significant cost savings. We have enjoyed working with Moss Adams and highly recommend them."*

Sweetwater Union High School: *"I consider the Moss Adams Performance Audits the best consultant reports I have come across in my 40 years of governmental experience. The product Moss Adams delivers is excellent –well documented, thorough, easy to understand, and consistently of the highest quality. The consultants at Moss Adams are honest and direct –taking the mystery out of the performance audit process."*

Bond Performance Audit Services

UNDERSTANDING YOUR NEEDS

Our understanding is that the District is requesting a firm to conduct a bond program assessment to review the District for Measure I, J, and S bond projects for the past three years. Moss Adams will conduct a bond performance assessment to determine if there are areas for improvement in the District's process, policy, and/or communication. Our engagement will focus on the following areas:

- Design and construction schedules
- Change order/claims procedures and results
- Current programmatic goals to support compliance with state law, guidelines, and funding formulas
- District guidelines for bidding and procurement
- Effectiveness of the public outreach program
- Effectiveness of communication channels among stakeholders within the bond program
- Compliance with program provisions and restrictions in the bond initiative, as well as legal requirements such as prevailing wages
- Payment procedures
- Benchmark of staffing and administrative costs

This engagement will be performed in accordance with the Standards for Consulting Services established by the American Institute of Certified Public Accounts.

Our approach to each type of project includes planning, on-site fieldwork, interviews, documentation of evidence to support findings, analysis of options, recommendations, and high-impact reporting that typically includes implementation plans. Our typical project approach is conducted in the following four major phases:

1. **Start-Up and Management.** This phase concentrates on comprehensive planning and project management, including determining who will be interviewed, what documents will be reviewed, what on-site observations and walk-throughs will be performed, when results will be shared, and how we'll report on project status.
2. **Fact Finding.** This phase includes documentation review, walkthroughs, observations, interviews, and an online survey (optional). We obtain the most current information available and powerful insights from the District's personnel.
3. **Analysis.** Based on firsthand input gained during fieldwork, we evaluate the importance, impact, and scope of our assessment findings in order to develop solution options and recommendations.
4. **Reporting.** This phase concludes the project by communicating findings and recommendations in both draft and final reports, which typically include a detailed implementation plan.

Phases are described in greater detail in on the following pages.

MANAGEMENT PLAN AND SCHEDULE

Phase 1 **START-UP AND MANAGEMENT**

Engagement Initiation

We'll verify the compliance of the programs with the correct funding source and compliance with Proposition 39. Our plan will focus on significant and probable risks to the achievement of important and urgent bond program objectives.

Project Kickoff

We'll kick off the engagement with the District's leadership team. Our meeting will confirm the work plan, validate the objectives, and finalize the engagement schedule. Our experience and understanding of construction program controls will provide useful information as the work scope is tailored to meet the District's specific needs.

Project Management

We'll clarify the roles and responsibilities of the engagement team and will establish key milestones for progress reporting. It will also be important to identify a District liaison that will facilitate document retrieval, interview logistics, and coordination between the project team and District personnel.

PHASE 1 DELIVERABLES



- Confirmed work plan
- Activity schedule that identifies milestones, resources, and interim and final deliverables

Phase 2 **FACT FINDING**

This phase encompasses fieldwork, including document review, interviews, and walkthroughs, as well as the development of preliminary findings based on the results of fieldwork.

Document Review

The team will utilize key documents that describe and quantify the plans and results of your construction program. Our experience in working with similar school bond programs will be of specific value in this analysis. These documents will likely include:

- Official ballots and bonds, bond offering campaign information, and official statements
- District accounting policies, guidelines, reporting tools, and accounting system documentation
- Selected job cost and accounting reports (from the District's financial system and contactor's project management system)
- Board and Citizens' Bond Oversight Committee (CBOC) meeting minutes and supplemental schedules

- Bond project list
- Planning documents, including project estimates
- Student population headcount forecasts and planning documents
- Site educational needs and facility condition surveys
- Program-wide schedules and reports (baseline versus actual)
- Guidelines regarding reimbursable expenses and allowable costs
- Sampling of construction contracts
- Sampling of professional services contracts (Architects and Engineers (A/E))
- Financial and Performance Audits to date
- Sampling of construction and A/E payment applications and invoices
- Subcontract files (including proposals of successful and unsuccessful bidders and bid recaps)
- Records necessary to evaluate and verify direct and indirect costs
- Change order log and sampling of change orders
- Board of trustee reports and requests for contract, change order, funding, and close-out approval
- Approvals for use of allowances and contingencies
- Sample procurement bid and award process documentation
- Safety procedures
- Insurance policies
- Relevant policies, procedures, and key correspondence
- Close-out records and reports

Our familiarity with these documents enables our understanding of the business processes utilized by the District's team and its consultants as well as the quantitative and qualitative program risks.

Interviews

We'll interview a sample of key personnel responsible for implementing the bond program. Interviews should also include key or major contractors to the program. These individuals will include the Board, senior management, and staff responsible for overseeing the planning, design, and construction work associated with each project, including team members of the District's program management team, the District's facilities and administration, and contractor project management. We'll interview the accounting staff responsible for monitoring and implementing the financial controls over the programs.

We may also interview selected facilities management, project management, and program management accounting and control personnel who are instrumental in executing the work of each program. Interviews of key personnel will include, but will not be limited to, senior management responsible for the overall bond program, the District's office personnel, facilities management, and program management accounting and control personnel.

The purpose of these interviews is to gain a deeper understanding of bond program performance, as well as to assess the District's operational and construction management policies, procedures, and practices.

This will enable our team to compare the District's processes, controls, and techniques to best practices in the school environment, as well as applicable practices from the private sector.

Bond Program Meetings

Moss Adams is available to meet with representatives of the District, the Board of Trustees of the District (Board of Trustees), and the CBOC upon request, and we will attend CBOC meetings as part of the scope of work.

PHASE 2 DELIVERABLES



- Document request list
- Preliminary findings

Phase 3 ANALYSIS

This phase will determine the significance of issues and how best to address them. During our analysis, we will be prepared to address the following:

Design and Construction Schedules Reporting and Controls

We will review the established ARUSD process for developing and adhering to design and construction budgets for bond-funded projects within the facilities construction program. This includes examining the methods ARUSD uses to track available revenues and expenditures and to plan each building project according to fund availability. We will conduct interviews with ARUSD senior management and project managers to assess when budget shortfalls were identified and how this timing influenced project prioritization and the approval process for individual projects.

Change Order and Claims Management and Controls

We will review change order documentation for compliance with the Public Contracting Code, California school construction requirements, and other relevant regulations. The controls and activities managing change orders and claims will be evaluated. Contracts will be analyzed to understand allowable charges and reimbursable costs related to change orders. We will examine policies and procedures governing the review and approval of contractor change orders to identify potential exposures, with specific attention to the causes, responsibilities, and pricing of change orders. We will verify that documentation exists prior to the approval of change orders and that required approvals were obtained. Selected change orders will be tested for duplicate work scope and compliance with Proposition 39 requirements.

Programmatic Goals Compliance and Controls

We will review the programmatic goals and objectives to ensure alignment with state laws and funding guidelines. This will involve evaluating the mechanisms in place to monitor compliance and analyzing reports and metrics used to measure progress toward these goals through documentation and interviews.

District Bidding and Procurement Guidelines and Controls

We will evaluate bidding and procurement controls and procedures for the fiscal years under review to ensure competitive and fair general contracting and subcontracting practices that prevent excessive expenditures. This will include conducting interviews, reviewing relevant policies, examining bid and contractor selection files, and evaluating procurement controls. We will verify that ARUSD's bidding and awarding of bond-funded construction projects comply with California school construction requirements, the Public Contracting Code, and other relevant laws and regulations.

Public Outreach and Communication Effectiveness

We will assess the effectiveness of the public outreach and communication plan addressing both external and internal communications. This includes reviewing the District's activities and communication methods related to stakeholder identification, concerns, influence on projects, and information expectations. We will compare the District's outreach methods to best practices from other school districts, such as the San Diego Taxpayers Association. Additionally, we will evaluate the overall transparency of the Bond Program, including the Bond website, progress reports, and the availability of information regarding program status and expenditures. Specific attention will be given to project progress, impacts on Bond Program stakeholders, and alignment with best practices.

Payment and Prevailing Wage Compliance and Controls

We will verify ARUSD's compliance with policies and procedures related to Proposition 39 expenditures and payments during the review period. This includes assessing that payments comply with contract terms, including prevailing wage requirements. Our sample will include no less than 40 bond program expenditures which will also be the basis for other scope objectives within our project (e.g., bid and procurement). We will gather and test data to determine compliance and measure the effectiveness of payment controls, with a specific focus on cost-reimbursable contracts, as applicable. We will analyze processes for reviewing and approving contractor charges to prevent excessive charges and overpayments, and we will review payment applications to assess the adequacy of supporting documentation.

Staffing and Administrative Cost Controls and Benchmarking

We will review the District's policies and approach to in-house and consultant staffing for managing bond program measures, assessing the effectiveness of staffing relative to the number of bond program projects. We will collect data on staffing levels and administrative expenses associated with the bond program and compare this data against industry benchmarks and best practices to evaluate cost-effectiveness and efficiency. Interviews with management will provide further insights into staffing decisions and the drivers of administrative costs. As part of this analysis, we will leverage our experience with other school construction programs to compare District staffing levels to workload requirements.

Prepare Draft Findings and Recommendations

We'll update findings and add draft recommendations based on our analysis. Recommendations will focus on implementing appropriate actions aimed at enhancing efficiency and effectiveness, reducing risks, and strengthening controls.

Present Draft Findings and Recommendations

We'll present draft findings and recommendations to the District. The purpose of sharing draft findings and recommendations is to test the practicality of recommendations and avoid surprises.

PHASE 3 DELIVERABLES



- Draft findings and recommendations

Phase 4 REPORTING

This phase covers the production of deliverables, including draft and final reports. The report will be developed and discussed with appropriate personnel as the engagement progresses.

Draft and Final Report

A draft report will be prepared at the end of the engagement for distribution and comment prior to final report issuance. In our final report, we'll identify areas of effective practice and areas needing improvement within the framework of each of the major scope areas identified above. Good practices for each scope area will be identified.

A management response, responsible individual, and planned resolution date will be included in the recommendations matrix. The deliverables provided to the District are produced in a collaborative and objective manner and convey the results to achieve maximum benefit to the CBOC, the District's administration, and your board of trustees.

Present Final Report

We'll issue a report to the District and the board of trustees. We'll be prepared to provide a presentation to the board of trustees and/or the District. We'll provide bound copies of the final report for all school board members, for each responsible member of management as identified by the chief facilities executive, and for state and local authorities.

Bond Program Meetings

Moss Adams is available to meet with representatives of the District, the board of trustees, and CBOC upon request, and we'll attend CBOC meetings as part of the scope of work.

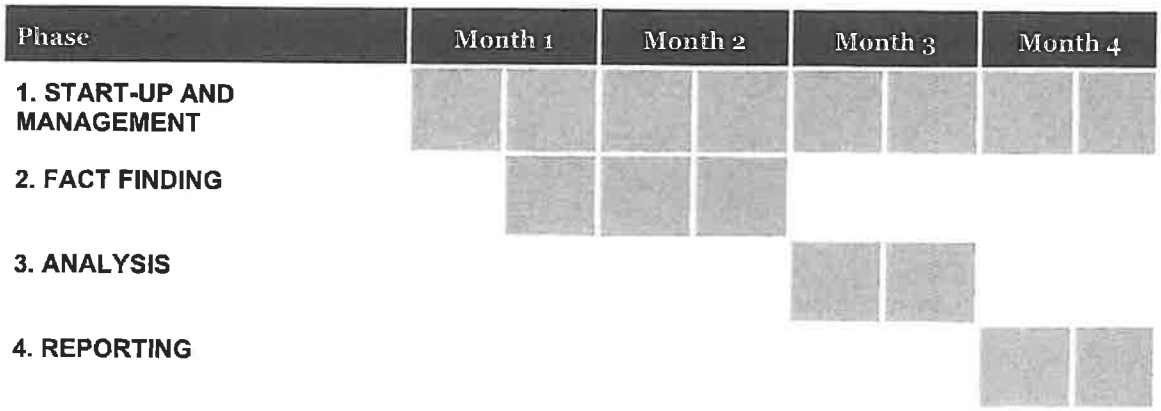
PHASE 4 DELIVERABLES



- Draft and final reports
- Final report presentation

PROPOSED SCHEDULE AND MILESTONES

Projects of this nature typically take approximately three to four months to complete from project start-up to delivery of the final report. The overall timing will depend on the availability of key District personnel and the general timing of this work in relation to other relevant work impacting the District. The duration of each phase is depicted below.



Your Service Team

KEY TEAM MEMBERS

Our services are only as effective as the people performing them, which is why the partners and managers at Moss Adams play such a significant role in our engagements. The partners and managers serving the District will work closely with you and be highly involved in all phases of the relationship, from planning and preparation to fieldwork and review. Our senior-level involvement will provide efficient job management, close supervision, timely resolution of issues, and expeditious reviews of work performed. For these reasons, we're confident our engagement team is the best fit for the District.

The team members we've thoughtfully selected to serve your specific needs have years of experience conducting construction assessments and serving K–12 school districts. But more than that, you'll find they bring an optimistic perspective focused on helping the District explore and embrace opportunities for improvement. Your Moss Adams team will personally engage with your team and bring a high level of energy to the engagement.

Our proposed team composition is provided below and reflects a robust combination of quality assurance, project management, and internal controls assignments that leverage the specialized expertise of our team members to provide maximum value to the District.

As your engagement partner, Stephen Bacchetti will provide oversight across all facets of the engagement, while Kinman Tong will serve as the reviewing quality assurance partner. Tammy Lohr will lead the engagement as project director. These leaders are supported by a talented team that includes consultants specially dedicated to performing bond program assessment services and understanding your industry.

Team Member	Firm Role	Project Role
Stephen Bacchetti, CPA, CIA, CCA	Partner	Engagement Partner
Kinman Tong, CPA	Partner	Quality Assurance Partner
Tammy Lohr, CFE, ODCP	Director	Project Director
Charnee Foston, CFE, PMP, CCA	Senior Manager	Construction Specialist
Arthur Ngo, CPA	Senior Manager	K–12 Specialist
Jordan Wahl	Manager	Project Manager
Patrick Baker, CPA	Manager	Project Lead
Micky Nguyen	Senior	Project Resource

Resumes for each of the team members listed above are included on the following pages.

RESUMES

Stephen Bacchetti, CPA, CIA, CCA, *Partner*



Professional Experience

Stephen has more than 15 years of experience in construction advisory services and leads the firm's construction advisory services team. He performs specialized review and advisory services for construction projects and capital improvement programs, including risk assessments; internal controls, process management and control services, project leadership, and documentation reviews; construction contract audits; and construction bond performance audits. Stephen works closely with local governments, Tribes, universities, K–12 school districts, hospitals and health care systems, and commercial real estate developers, as well as construction contractors and project managers on structures and developments that range from millions to billions of dollars. He has planned, managed, and executed engagements that have resulted in significant cost savings and control and reporting improvements for his clients.

In addition to his construction auditing and internal controls experience, Stephen also has a background in International Financial Reporting Standards (IFRS) in the transportation industry.

Stephen has provided construction advisory services to clients including Jefferson County School District, Beaverton School District, Beverly Hills Unified School District, East Side Union High School District, San Jose Unified School District, Sweetwater Union High School District, Newhall School District, Oakland Unified School District, and West Contra Costa Unified School District.

Professional Affiliations and Certifications

- Member, American Institute of Certified Public Accountants
- Member, California Society of Certified Public Accountant
- Certified Public Accountant (CPA)
- Certified Internal Auditor (CIA)
- Certified Construction Auditor (CCA)

Education

- BS, accounting, California State Polytechnic University

Kinman Tong, CPA, *Partner*



Professional Experience

Kinman has practiced public accounting since 2003. He serves a diverse spectrum of not-for-profit organizations and governmental entities, providing assurance and consulting services to educational institutions, research organizations, community health centers, federally qualified health centers (FQHCs), foundations, international nongovernmental organizations, social welfare organizations, and ancillary health care providers and organizations.

Kinman is well versed in performing compliance audits of not-for-profit and for-profit entities that participate in federal programs under the Yellow Book; the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; the U.S. Department of Housing and Urban Development (HUD) Consolidated Audit Guide; the U.S. Department of Education (ED) Guide for Audits of Proprietary Schools; and other federal agencies' program-specific audit guides. He also has significant experience working on forensic investigations and litigation support for health care and not-for-profit clients. Kinman is a designated Single Audit technical reviewer for the firm.

Kinman currently serves as the co-chair of the firm's Inclusion & Diversity Board, with the goals of explicitly living the firm's core values, doing the work necessary to be an anti-racist firm, and creating an inclusive culture where everyone feels like they belong. Additionally, he was honored by the *San Francisco Business Times* as one of the 2021 OUTstanding Voices, for being a leader who is out and making a difference in the business world.

Professional Affiliations and Certifications

- Member, American Institute of Certified Public Accountants
- Member, California Society of Certified Public Accountants
- Member, CalCPA Governmental Accounting and Auditing Conference Planning Committee
- Associate member, California Primary Care Association
- Member, Ascend—Pan Asian Leaders
- Member, Home Care and Hospice Financial Managers Association
- Member, Northern California Grantmakers—Racial Equity Action Institute
- Certified Public Accountant (CPA)

Education

- Advanced Single Audit Certification, American Institute of Certified Public Accountants
- BS, business administration, University of California, Berkeley

Tammy Lohr, CFE, ODCP, *Director*



Professional Experience

Tammy assesses operational performance for public sector organizations including state and local government, school districts, and higher education institutions. Her engagements are informed by rigorous analysis and employee engagement to evaluate operations, which may include the efficacy of existing organizational structure and resourcing strategies, enhancing workplace culture, identification of system needs, and streamlining processes.

Tammy focuses on key elements of each engagement to develop high-quality deliverables that address client needs and meet applicable professional standards. By using a collaborative approach to working with her clients, she delivers projects and reports attuned to each client's unique operating environment with recommendations designed to optimize organizational performance.

Prior to joining Moss Adams, she worked as a performance auditor for the Washington State Auditor's Office.

Tammy has recently provided services to clients including Seattle Public Schools, Kent School District, Jeffco School District, San Jose Unified School District, Beverly Hills Unified School District, Granite School District, Corona-Norco School District, and Alameda Unified School District.

Professional Affiliations and Certifications

- Member, International City and County Manager's Association (ICMA)
- Member, Society for Human Resources Management (SHRM)
- Member, Institute of Internal Auditors (IIA)
- Member, Association of Certified Fraud Examiners (ACFE)
- Certified Fraud Examiner (CFE)
- Organization Development Certified Professional (ODCP)

Education

- MPA, Daniel J. Evans School of Public Policy and Governance, University of Washington
- BA, public health, University of Washington

Charnee Foston, CFE, PMP, CCA, *Senior Manager*



Professional Experience

Charnee has over a decade of experience in construction audit and advisory services. Her client base spans government, not-for-profit, higher education, tribal gaming, health care, and commercial real estate clients. She excels in offering specialized assistance to clients engaged in complex construction projects valued between $10 million and $5 billion across the United States, Europe, and Central America.

Charnee's expertise is rooted in conducting thorough evaluations of construction contracts, conducting meticulous audits to assess construction costs, performing in-depth reviews of policies and procedures, evaluating the effectiveness of internal controls, conducting performance audits related to bonds, and offering crucial support services for litigation cases.

Throughout her career, Charnee has successfully designed and led initiatives that not only bolstered project efficiency and internal controls but also resulted in noteworthy cost reductions and financial recoveries for her clients. Beyond her extensive consulting experience, Charnee has also held the role of an internal audit manager at a prominent construction management firm. Her background provides a distinct vantage point that greatly benefits her clients.

Charnee has provided construction advisory services to clients including University of Texas Southwestern Medical Center, Beaverton School District, Parkland Health and Hospital System, Beverly Hills Unified School District, Sweetwater Union High School District, West Contra Costa Unified School District, CommonSpirit Health, and the Claremont Colleges.

Professional Affiliations and Certifications

- Member, Association of Certified Fraud Examiners
- Member, The Project Management Institute
- Member, National Association of Construction Auditors
- Member, Institute of Internal Auditors
- Certified Fraud Examiner (CFE)
- Project Management Professional (PMP)
- Certified Construction Auditor (CCA)

Education

- BS, business administration finance, La Salle University

Arthur Ngo, CPA, *Senior Manager*



Professional Experience

Arthur has practiced public accounting since 2007. He specializes in financial statement and performance audits, single audits, internal controls evaluations, and financial reporting for a variety of clients, including not-for-profit organizations, education agencies, and higher education institutions.

Arthur has performed compliance audits for not-for-profit and education entities that participate in federal programs under the Yellow Book, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. He's also experienced in auditing college foundations and performing state compliance audits for California Community Colleges and California education agencies.

Professional Affiliations and Certifications

- Member, American Institute of Certified Public Accountants
- Member, California Society of Certified Public Accountants
- Certified Public Accountant (CPA)

Education

- BS, business administration (accounting emphasis), California State University, Fresno

Jordan Wahl, *Manager*



Professional Experience

Since 2015, Jordan has been assisting in conducting construction audits, performance audits, and federal contract compliance services for the health care, education, infrastructure, local government, and commercial real estate industries.

Jordan has recently provided services for the Beaverton School District, Beverly Hills Unified School District, CH2M Hill, San Jose Unified School District, Sweetwater Union High School District, West Contra Costa Unified School District, University of San Diego, University of California Davis Health, and University of Texas Southwestern Medical Center.

Professional Affiliations

- Member, Institute of Internal Auditors (IIA)
- Member, National Association of Construction Auditors (NACA)

Education

- BS, business management (finance emphasis), Brigham Young University–Idaho

Patrick Baker, CPA, *Manager*



Professional Experience

Patrick has over six years of audit and consulting experience in the construction and professional services industries, including auditing employee benefit plans and employee stock ownership plans. He is skilled in leading and training audit teams to meet client deadlines and service expectations. Prior to joining the Moss Adams Consulting team, he served clients in our assurance practice.

Professional Affiliations and Certifications

- Member, American Institute of Certified Public Accountants
- Member, California Society of Certified Public Accountants
- Certified Public Accountant (CPA)

Education

- BA, economics, UC San Diego

Micky Nguyen, *Senior*



Professional Experience

Micky helps public and social sector clients improve their operations through strategic planning, process improvement, organizational assessments, and performance auditing. He is skilled at distilling complex information into accessible, graphical formats for various audiences. Prior to joining the Moss Adams Consulting team, he served clients in our assurance practice.

Micky has provided consulting services to clients including the City of Glendale; City of Santa Monica; City of Salem; City of Stockton; County of Douglas, Colorado; University of Texas System; the Claremont Colleges; University of California, Davis; New Mexico Highlands University; San Jose Unified School District; Beverly Hills Unified School District; Ontario International Airport; and Santa Clara Valley Transportation Authority.

Professional Affiliations

- Member, Association of Local Government Auditors

Education

- BBA, accounting, finance, and operations, University of California-Irvine

References

Hear for yourself the unique experience our clients have in working with our firm. We're confident they'll share stories of how we make their lives easier, help them identify and take advantage of rising opportunities, and guide them to increased prosperity.

Beverly Hills Unified School District	
255 S. Lasky Drive, Beverly Hills, CA 90212	
Contact	**Michael Bergy**, *Superintendent* (310) 551-5100, Ext. 2210, mbergy@bhusd.org

We conducted performance audits for the District to verify compliance with CA Proposition 39 (in accordance with GAGAS), including a full construction program audit and bond program reporting. We also assessed bond program risks, controls design, and controls operation, and tested expenditures for compliance. We also assessed the design and performance effectiveness of program management processes and controls covering master planning and alignment to the specific projects listed in the Bond Documents. Specifically, we focused on implementing policies, procedures, and practices needed to ensure project deliverables, scope prioritization, fund sources, and approvals are documented and align with policies and best practices.

San Jose Unified School District	
855 Lenzen Avenue, San Jose, CA 95126	
Contact	**Veronica C. Lara**, *Manager, Internal Audit* (408) 535-6000 ext. 17212, vlara@sjusd.org

For nearly 15 years, we have conducted construction bond performance audits and capital program assessments for San Jose Unified School District as required by Proposition 39. Our current performance audit provides an assessment of the 2012 Measure H Construction Bond Program compliance with Proposition 39, and Section 1 of Article XIII A of the California Constitution, which requires an annual, independent performance audit to verify that the funds have only been expended on specific projects listed in the ballot language. Additionally, we evaluated the effectiveness and efficiency of internal controls, including change orders processes and procedures, to provide an analysis of the School Construction Program so that those charged with District governance and oversight can use the information to improve program performance and operations.

East Side Union High School District

830 N. Capitol Ave. San Jose, CA 95133

Contact

Janice Unger, *Capital Projects Purchasing Manager*
(408) 347-5079, ungerj@esuhsd.org

We conducted performance audits for the District to verify compliance with CA Proposition 39 (in accordance with GAGAS), including a full construction program audit and bond program reporting. We also assessed bond program risks, controls design, and controls operation, and tested expenditures for compliance. We also assessed the design and performance effectiveness of program management processes and controls covering master planning and alignment to the specific projects listed in the Bond Documents. Specifically, we focused on implementing policies, procedures, and practices needed to ensure project deliverables, scope prioritization, fund sources, and approvals are documented and align with policies and best practices.

Beaverton School District

16550 SW Merlo Road, Beaverton, OR 97003

Contact

Aaron Boyle, *Administrator for Facilities Development*
(503) 356-4500, aaron_boyle@beaverton.k12.or.us

We're currently performing multiple construction program controls implementation, construction audits, and ongoing risk advisory and consulting services for Beaverton School District's overall capital construction program. Construction projects ranged from $2 million to $200 million, and our findings to date have resulted in significant realized savings for the Beaverton School District. Our results included identification of non-compliant project charges and change orders and control improvement opportunities.

Cost Proposal

For our clients, value is about more than the dollars you pay at the end of the day. Consider both the tangible and intangible benefits of working with us: you'll get solid and timely deliverables, but more than that, you'll find value in the experience you'll have working with forward-thinking, industry-specialized professionals who work side by side with you to explore new possibilities. Invest in your future prosperity and experience a different style of service with us.

Our fee estimates are based on our understanding of your specific service needs, and we're committed to estimates that are fair and commensurate with the experience and level of service described in this proposal. We invoice fees and expenses monthly based on work performed and expenses incurred. Fees are based on the number of hours required to complete the engagement and participation at each staff level. Our total not-to-exceed (NTE) price, including fees, expenses, and all direct and indirect costs, is provided below.

Staff Level	Hourly Rate	Anticipated Hours	Total Not To Exceed (NTE) Price
Partner	$450	18	$8,100
Director	$450	25	$11,250
Senior Manager	$350	25	$8,750
Manager	$300	50	$15,000
Senior	$250	100	$25,000
Staff	$200	75	$15,000
Total NTE Price*	-	**275**	**$83,100**

**Pricing includes on-site travel for 2-3 days.*

Competitive Fees

Controlling costs is an important part of every business, and we take a cooperative and proactive approach to reducing our fees. This doesn't mean underbidding the competition and then underserving the client. Rather, it means providing the highest quality of service at a fair price. Our extensive experience with local government, combined with our client-focused policies and procedures, enable us to deliver a great value that clients can see at the end of each year.

Appendix

EXCEPTIONS

Alum Rock Union Elementary School District

RFP No. 2425-BUS02

Operational Bonds Performance Audit

EXCEPTIONS

This Proposal is contingent upon completion of the Moss Adams new client acceptance process and execution of a mutually agreeable contract.

With regard to the sample Independent Contractor Agreement for Services included in the RFP, Moss Adams suggests: (i) providing for representations in lieu of warranties (§3); (ii) clarifying standard of care (§4); (iii) clarifying dispute resolution (§5); (iv) providing for mutuality in termination rights and clarifying procedures upon termination (§6); (v) focusing and clarifying indemnification provisions (§7); (vi) clarifying insurance requirements to comport with existing policies, including providing for confidentiality of insurance structure (including deductibles, retention levels, and declaration pages), professional liability is per claim, and additional insureds are added via blanket endorsement and only on commercial general liability and auto (§§1, 8); (vii) clarifying applicability of District's rules and regulations (§9); (viii) providing for mutual limitation on liability (§15); (ix) removing inapplicable provisions (§§2, 12, Exhibit B); and (x) addressing no third-party beneficiary in the resulting contract (new).

We have successfully signed services agreements with thousands of clients and we commit to working in good faith to successfully negotiate a mutually agreeable contract on a timely basis should we be awarded this work.

CONFLICT OF INTEREST CERTIFICATION

All respondents shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME Stephen Bacchetti

TITLE OF OFFICER Partner

NAME OF COMPANY Moss Adams LLP

As part of your Certification, please respond to the following

questions listed below:

1. Have you or any of your team members or consultants been employed by the District in the last three years? [Yes] [No] If your answer is "Yes", please provide the following information:

   a. Full-time employee? [Yes] [☑]
   Part-time employee? [Yes] [☑]
   As-needed employee? [Yes] [☑]
   Consultant? [Yes] [☑]
   Other? Please explain below

   Explain: _____

   b. Dates of employment/employment contract/consulting contract?

   c. Which department(s) did employee(s) work at the District?

   d. Name of Supervisor(s)?

   e. Describe job duties and responsibilities for each District position held.

   f. Last date of employment?

2. Does (has) any District Board Member or District employee have (had) a business position, or serve as an Officer, Partner or Shareholder in your company? [Yes] [No] If the answer is "Yes", please providing the following information:

   a. Name(s) of the Board Member(s) or employee(s)?

   b. Title/position with your company

   c. If anyone is (was) District Board Member or employee, what percentage of your company's shares does he/she own

3. Are any of your former employees or consultants presently employed by the District? [Yes] [☑] If the answer is "Yes", please provide the following information for each employee:

a. Name of former employee(s)?

b. Position/title with your company?

c. Please describe their duties and responsibilities for each position held at your company.

d. Dates of employment?

I declare under Penalty of Perjury, under the laws of the State of California, that the above mentioned statements are true and correct to the best of my knowledge, and this declaration was executed on:

January (Month) 13 (Day), 2025; in the

Portland (City) Oregon (State)

Stephen Bacchetti
Signature

Stephen Bacchetti
Printed Name

Partner
Title

ATTACHMENT "A"

Contracting Party's Personnel

Name/Company: Stephen Bacchetti, CPA, CIA, CCA, Partner

Name/Company: Kinman Tong, CPA, Partner

Name/Company: Tammy Lohr, CFE, ODCP, Director

Name/Company: Charnee Foston, CFE, PMP, CCA, Senior Manager

Name/Company: Arthur Ngo, CPA, Senior Manager

Name/Company: Jordan Wahl, Manager

Name/Company: Patrick Baker, CPA, Manager

Name/Company: Micky Nguyen, Senior

Moss Adams employs 4,750 professionals across more than 30 locations, members of your proposed engagement team are listed above.

If further space is required for the list of personnel, attach additional copies of this page.

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH RFP

(Public Contract Code section 7106)

The undersigned declares:

I am the Partner of Moss Adams LLP, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 13, 2025 [date], at Portland [city], Oregon [state].

Stephen Bacchetti

Proposal to Provide Operational Bonds Performance Audit Services

Prepared for the

Alum Rock Union Elementary School District



Harvey M. Rose Associates, LLC
1390 Market Street, Suite 1150
San Francisco, CA 94102

(415) 552-9292 (T)
(415) 252-0461 (F)

http://www.harveyrose.com

January 14, 2025

HARVEY M. ROSE
ASSOCIATES, LLC
1390 Market Street, Suite 1150 • San Francisco, California 94102
(415) 552-9292 • (415) 252-0461 (FAX) • info@harveyrose.com

public sector management consulting

HMR

January 14, 2025

Mr. Mike Fogel, Director of Fiscal Services
Alum Rock Union Elementary School District
2930 Gay Ave
San Jose, CA 95127

Dear Mr. Fogel:

Harvey M. Rose Associates, LLC (HMR) is pleased to present this proposal to the Alum Rock Union Elementary School District (ARUESD) to conduct an *Operational Bonds Performance Audit.* This proposal has been prepared in response to a Request for Proposal (RFP) #2425-BUS02.

HMR is a public sector management consulting firm based in San Francisco that specializes in performance audits in conformance with Generally Accepted Government Auditing Standards (GAGAS). Founded in 1979, we have served as the contract budget and legislative analyst to the San Francisco Board of Supervisors and contract management auditor to the Santa Clara County Board of Supervisors since 1979 and 1980, respectively. Our firm additionally provides consulting services to other local government entities including school districts, counties, cities, and special districts. We have 24 full time staff based in San Jose and San Francisco.

Key factors to consider about our firm:

- We have decades of experience conducting independent performance audits of school districts, cities, counties, and special districts in California.
- Our decades of experience includes Proposition 39 performance audits *and* audits of business processes and internal controls pertinent to this operational bonds performance audit: procurement, contract management, capital project planning and budgeting, project monitoring and reporting to governing board, staff, and the community, finance and accounts payable, stakeholder communications and outreach, and compliance with state law and general obligation bond requirements. We also have extensive experience benchmarking costs and staffing between districts and understand what it takes to get truly comparable information from other organizations.
- Our firm is not trying to sell other services. We specialize in independent performance audits for local government. Our independence is enhanced in that we are not trying to sell clients on other services such as information systems implementations, accounting services, or other professional services.

Mr. Mike Fogel
Alum Rock Union Elementary School District
January 14, 2025

Our project team is eminently qualified to perform these audit services for ARUESD. As detailed in our proposal, HMR offers the services of expert professionals who have audited a diverse array of public sector organizations. Our specific experience in auditing Proposition 39 bond program performance, coupled with our work with school districts and other local government entities across California, underscores our readiness and capability to deliver outstanding results for the operational bonds performance audit focusing on Measures I, J, and S.

Thank you for your time and consideration. We are available to respond to questions or present our proposal to the evaluation committee upon request. Our contact information is as follows:

Fred Brousseau, Principal
Harvey M. Rose Associates, LLC
1390 Market Street, Suite 1150
San Francisco, California 94102
Email: fbrousseau@harveyrose.com
Phone: (415) 553-4627

Sincerely,



Fred Brousseau, Principal

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1. Firm Information and Qualifications

HMR specializes in management advisory services for the public sector, particularly performance and management audits, special studies, budget analyses, fiscal analyses, and compliance reviews for local governmental agencies. Since our founding in 1979, our firm has performed more than 700 audits and other analyses of public agencies, ranging from small municipalities to some of the largest and most complex governmental service providers, with budgets exceeding tens of billions of dollars annually.

Our services assist many city and county agencies, school districts, and special purpose districts to identify program costs and allocate and manage their resources in the most efficient, effective, and economical manner, with proper controls and management oversight in place. We have a reputation as a leading firm in public sector management.

Project Understanding

We understand that the Alum Rock Union Elementary School District has met its State Proposition 39 requirements for annual performance audits and financial audits for Measures I, J, and S to date and that this operational bonds performance audit has a different purpose: to analyze the District's controls and business processes in areas such as procurement, accounts payable, contract management, capital project planning and management, and communications within the District and with external stakeholders. Without effective business processes and controls to govern the District's bond-funded projects, the District and the community cannot be assured that its bond funds are being used efficiently, effectively, and in compliance with all legal requirements. Our audit would be conducted in compliance with Generally Accepted Government Auditing Standards (GAGAS), promulgated by the U.S. Government Accountability Office, which further ensures the quality of our project staff and our final deliverables. The standards cover staff qualifications and training, sufficiency of evidence to support audit findings, and reporting protocols.

40 years of experience conducting performance audits of school districts and other local public agencies

Though Harvey M. Rose Associates, LLC has experience conducting performance audits for bond-funded programs, our experience goes beyond that and is particularly relevant to the proposed operations bonds performance audit. As a performance audit firm specializing in California local government, we are unique in that we have over 40 years of experience auditing and analyzing administrative functions, business processes, and internal controls employed by cities, counties, school districts, and special districts. We also have extensive benchmarking experience.

We have produced hundreds of performance audits and recommendations for improved business practices and administrative processes and controls to ensure that our client's resources are effectively and efficiently used and producing maximum benefits for the public.

Our firm is distinguished from other audit firms by our repeated selection by the San Francisco and Santa Clara County boards of supervisors over multiple decades to serve as their performance auditors and budget analysts. This has given us in-depth knowledge about the

details of local public sector business operations and controls and pertinent state and local laws and regulations that is not found in other firms that conduct performance audits on a single project or limited duration basis.

Highlights of our experience and qualifications include:

- Serving continuously as the contract Budget and Legislative Analyst to the Board of Supervisors of the City and County of San Francisco, under contract, since 1979. Our services to the Board include legislative and policy analysis, performance audits, and an annual detailed review of the Mayor's proposed budget for all City agencies.
- Serving continuously as the contract Management Auditor to the Board of Supervisors of the County of Santa Clara, California since 1980.
- Providing analytical services including policy analysis and research, performance audits, benchmarking and best practices surveys, staffing assessments, business process analyses, internal control assessments, fiscal reviews, and special studies for other public agencies and jurisdictions including cities, counties, school districts, and special districts throughout California and other western states.

The firm is a privately held California-based limited liability corporation with offices in San Francisco and San Jose, California. The firm is owned by four principals: Fred Brousseau, Dan Goncher, Nicolas Menard, and Cheryl Solov. All four principals are actively involved in managing services performed by the company.

Project Team Organization

At Harvey M. Rose Associates, LLC, our staff is our greatest asset. We provide advisory services almost exclusively to local government agencies, which ensures that our staff is extremely familiar with the operations and dynamic activities of local government agencies.

All staff members participate in ongoing education and professional development (at least 80 hours of relevant training every two years) and are highly skilled in analytical tools and technology, financial and budget systems, and report presentation. The project team members, identified below, have earned a reputation for identifying problem areas, collecting and analyzing relevant information, and preparing realistic recommendations within institutional settings.

Fred Brousseau: Principal/Partner-in-Charge

Mr. Brousseau is a partner with the firm with more than 35 years of project management experience in the areas of public finance, municipal operations, schools, health and social services, and land use. He has managed numerous performance audits and projects for local government jurisdictions throughout California including the Los Angeles Unified School District, the San Francisco Unified School District, the San Jose-Evergreen Community College District, the San Mateo County Community College District, the East Side Union High School District, the San Diego Unified School District, and others. Mr. Brousseau served as the inaugural project manager for the four Proposition 39 performance audits for the Beverly Hills Unified School District that

were conducted by HMR between 2012 and 2016. As the partner-in-charge for the proposed project, he would be responsible for providing supervision, subject matter expertise, and quality assurance oversight. Mr. Brousseau holds a Master's degree in Public Policy from the University of California Berkeley and a Bachelor of Arts from the University of California Santa Cruz.

Anna Garfink: Senior Analyst/Project Manager

Ms. Garfink is a Senior Analyst with HMR since 2021 with project management experience and substantial familiarity with staffing assessments, program evaluation, benchmarking, and budget analysis. She is currently managing a performance audit of the San Francisco Department of Public Works and previously, she conducted a comparative staffing analysis of 12 school districts across California for the San Francisco Unified School District. For the proposed project, Ms. Garfink would be responsible for overall project management and would specifically focus on stakeholder engagement and communications, regulatory compliance, and benchmarking. Ms. Garfink holds a Master's degree in Public Policy from the University of California Berkeley and graduated with a Bachelor of Arts from the University of California Los Angeles.

Eliza Pugh: Senior Analyst

Ms. Pugh is a Senior Analyst with the firm with considerable audit experience, particularly in the areas of financial analysis and compliance. She is currently working on a performance audit of San Francisco's interdepartmental work orders where her role is to assess internal controls, performance monitoring, and accounting and administrative burdens. For the proposed project, Ms. Pugh would primarily be responsible for evaluating procurement procedures, reviewing expenditures, capital project planning and implementation, and evaluating the efficiency and completeness of ARUESD's financial tracking systems. Ms. Pugh holds a Master's degree in Public Policy from the University of California Berkeley and a Bachelor of Arts from Harvard University.

Full resumes for our proposed project team appear as an appendix to this document.

2. Related Project Experience and References

Some examples of HMR's four decades of performance auditing and related expertise relevant to the proposed projects are described below. We have included a reference for several projects who can speak to the quality of our professional services. Additional information or work samples are available upon request.

Relevant Projects

Proposition 39 Performance Audits of the Measure E School Modernization Program
Beverly Hills Unified School District
2013, 2014, 2015, 2016

Our four consecutive performance audits assessed the Beverly Hills Unified School District's (BHUSD) Measure E program to identify high-risk areas and ensure compliance with applicable laws and regulations. The evaluation focused on several key aspects of program management, including policies and procedures, master planning, staffing, costs, scheduling, budget management, and expenditure controls. Cash flow requirements were analyzed in relation to the adequacy and timing of bond sales, while contract solicitation, award processes, and administration were reviewed to ensure effective oversight and management of contractor claims and liens. The audit also examined compliance with relevant laws, regulations, and policies, particularly Proposition 39, which mandates annual independent performance audits for bond-funded school facility improvement programs.

Contact Name:	La Tanya Kirk-Carter
Title:	Chief Administrative Officer, Beverly Hills Unified School District (retired)
Email:	ltkirkcarter@gmail.com
Phone:	(310) 551-5100 ext. 2222

Contact Name:	Joe Safier
Title:	BHUSD Citizens' Bond Oversight Committee Member (retired)
Email:	jhsafier@gmail.com
Phone:	(213) 400-9984

San Francisco Unified School District Central Administrative Expenditures and Staffing Analysis
San Francisco Supervisor Hillary Ronen
2023

Our policy analysis compared expenditures and staffing for central administrative functions—i.e. payroll, human resources, finances, procurement, etc.—at the San Francisco Unified School

District (SFUSD) against 12 peer districts throughout California. We found that SFUSD allocated nearly twice the median amount of funding to Central Administration functions compared to its peers, with these expenditures accounting for a larger proportion of the District's total operational budget. Staffing data revealed a similar trend, with SFUSD's Central Administration staffing ratio exceeding peer districts relative to student population size. Furthermore, a detailed review of spending categories identified specific areas where SFUSD's allocations significantly diverged from other districts.

Contact Name:	Matt Alexander
Title:	Commissioner, San Francisco Board of Education
Email:	mattalexander@sfusd.edu
Phone:	(415) 347-9268

Review of Proposed General Obligation Bonds for the City and County of San Francisco
San Francisco Board of Supervisors' Budget and Finance Committee
1979-Present

As the contract Budget and Legislative Analyst to the San Francisco Board of Supervisors, HMR evaluates all legislation pertaining to (a) the submission of general obligation bonds to the voters for approval and (b) the authorization for the issuance of general obligation bonds prior to the sale of bonds. Examples of bonds reviewed in 2024 include: (1) authorizing a sale of the 2020 Earthquake Safety and Emergency Response Bond with an amount not-to-exceed $225 million for emergency facilities development, and (2) approval of the sale and appropriation of $600 million Proposition A dollars for affordable housing programs for low-income households, survivors of domestic violence, and San Francisco educators. Our reports deliver concise performance and fiscal impact analyses, providing actionable legislative recommendations to the Board of Supervisors Budget and Finance Committee.

Contact Name:	Frances Hsieh
Title:	Legislative Aide
Email:	frances.hsieh@sfgov.org
Phone:	(415) 554-7410

Special Education Finances and Trends at San Francisco Unified School District
San Francisco Supervisor Hillary Ronen
2022

Our analysis of SFUSD's funding for special education programs and services found that while

federal and state funding had increased by six percent, District special education costs had grown by 35 percent between FY 2016-17 and 2020-21. As a result, the District used a total of $184 million in Unrestricted General Fund dollars over the previous five years which siphoned resources from general education services. We assessed federal, state, and local funding and fiscal policies, examined state initiatives to improve special education funding, and identified key cost drivers. We advised SFUSD to lobby for an additional $1 billion increase in statewide funding to provide approximately $10.5 million more in state allocations for special education, thus redirecting Unrestricted General Fund dollars back to general education services.

Contact Name:	Jen Ferrigno
Title:	Legislative Aide, Supervisor Hillary Ronen
Email:	Jennifer.Ferrigno@sfgov.org
Phone:	(415) 307-0232

Performance Audit of District Services and Districtwide Functions at the San Jose-Evergreen Community College District

San Jose-Evergreen Community College District

2019

Our analysis included (1) an assessment of resource allocations to District Services functions and Districtwide Expenses; (2) results of a benchmarking survey of the distribution of funding and resources to those services and functions at comparable community college districts; and (3) recommendations for increased efficiency, economy and effectiveness. To complete this analysis, we reviewed fiscal and operational data provided by the San José-Evergreen Community College District, conducted interviews with District Service division managers, reviewed fiscal data and accounting policies compiled by the California Community Colleges Chancellor's Office, and conducted interviews with seven benchmark community college districts.

Four Management Audits at the East Side Union High School District

Between 2003 and 2004, HMR conducted four management audits for the East Side Union High School District, addressing key areas of administrative and programmatic operations. The audits included:

1. Information Systems Department
2. General Services Department
3. Budget and Budget Function
4. Special Education Program

For the **Information Systems Department** audit, key findings included and recommendations were made regarding:

- Lack of adherence to the District's multi-year information technology plan
- Decentralized computer acquisition decisions
- Reliance on one-time funding for acquisitions without provisions for ongoing maintenance
- Inaccurate inventory of information technology
- Absence of written information technology policies and procedures
- Gaps in District security protocols and procedures
- Lack of centralized planning and control of staff training.

For the **General Services Department** audit, key findings included:

- Lack of internal controls to ensure adherence to competitive bidding practices and conflict of interest requirements
- Inadequate documentation of competitive bidding processes for all bids
- Purchase orders were being prepared for low-dollar value items resulting in delays for all procurements
- Information systems and analyses were not being used to analyze purchases made and vendors used to allow for more strategic choices of items and vendors
- Most professional service agreements contained only minimal descriptions of services to be provided.

We made recommendations strengthening the District's internal controls and policies regarding bidding and procurement of professional services. We further recommended repurposing procurement staff to incorporate an analytical function and make better use of the information collected about vendors and items purchased to negotiate better prices and more favorable terms for the District.

For the **Budget and Budget Process** audit, our findings and recommendations covered the following District needs:

- More frequent and timely budget status reports to the Board of Trustees
- Clarification of the respective roles and authority of the Board and administration
- Improved projection techniques and disclosure regarding the $61 million in annual categorical program revenues
- A plan to reverse the current trend of annual expenditures exceeding revenues
- Enhancing General Fund indirect cost recovery

- Charging a consistent indirect cost rate to all non-General Fund programs to increase General Fund recoveries by between $314,000 and $1.4 million in FY 2003-04
- Inclusion of a missing non-General Fund indirect cost reimbursement of $664,350 in the FY 2003-04 beginning balance
- Establishing a position vacancy savings factor in the budget so that savings resulting from position vacancies can be captured and used for other purposes at the Board's discretion
- Ending the current policy of over $20 million in budget transfers occurring in FY 2002-03 with little or no information provided to the Board explaining these transfers

For the **Special Education** audit, our recommendations addressed the following:

- Clarified lines of program responsibility
- Improved staff allocation processes
- Enhanced coordination between the Special and General Education programs
- Improved compliance with Federal and State legal requirements
- Facilitating better parent and guardian access to staff
- Establishment of systems for tracking and reporting program performance and finances
- Improved teacher retention.

3. Scope of Services and Work Plan

The scope of this performance audit is District projects funded by the proceeds from Measures I, J, and S, three bond initiatives adopted by District voters

Harvey M. Rose Associates, LLC would conduct the *Annual Bond Performance Audit Services* in accordance with Generally Accepted Government Auditing Standards (GAGAS), or "Yellow Book", promulgated by the Comptroller General of the United States, U.S. Government Accountability Office, and pertinent sections of the California State Constitution, Education Code, and other pertinent laws and regulations. In accordance with these standards, the performance audit would be divided into three principal phases:

1. Initial Assessment: The Initial Assessment Phase includes performance audit activities that provide the project team with a broad view and understanding of the program being reviewed for purposes of planning detailed audit activities. Included in the Initial Assessment Phase is an entrance conference with responsible officials, a review of available documentation, interviews with key managers and staff, and site visits. The initial assessment would help identify the major risks facing the District's operational bond programs.

2. Field Work: The Field Work Phase includes targeted inquiries, document review, data collection, document sampling, and analysis of audit areas identified as having the greatest risk to the organization during the Initial Assessment Phase. During the Field Work Phase, evidence is collected to demonstrate the basis for potential findings and recommendations.

3. Reporting and Quality Assurance: Reporting activities include steps necessary to maintain communications with the client and to produce a clear, concise and meaningful report. Throughout the performance audit, periodic status reports will be provided to the designated District official to provide information on the progression of the audit. In addition, at the conclusion of the Field Work Phase, a draft performance audit report will be prepared with detailed findings and recommendations. After a draft report is produced, it will be provided to the District to ensure factual accuracy and clarity. An exit conference will be held with representatives of management to receive comments and the views of responsible officials.

Consistent with this approach, the following preliminary work plan is presented to provide District officials with a more detailed understanding of our project approach. This preliminary work plan also serves as the basis for our estimate of professional fees, which are presented in Section 4.

Task Description **Hours**

Phase 1: Initial Assessment **50**

We would initiate the performance audit of the District's operational bond programs by conducting an entrance conference with District officials and key stakeholders, as appropriate, such as members of the Citizen's Bond Oversight Committee (CBOC) to introduce the project team, discuss the process, and respond to questions.

We would request and review documentation of the Measure I, J, and S bond programs inclusive of but not limited to written policies and procedures, planning materials, financial records, internal and external communications and public outreach materials about the programs, program staffing information, vendor agreements, and CBOC meeting minutes. Our audit team would conduct an initial review of these materials to gain a comprehensive understanding of programmatic goals and budget activities. Simultaneously, we would conduct survey interviews with key bond program stakeholders, including members of the Board of Trustees, if desired, and relevant District management personnel. Our initial review would also include site visits to a sampling of District campuses for which there were bond expenditures within the three-year auditing scope.

Based on the survey interviews and document review, we would further refine the performance audit scope, in consultation with District officials.

Phase 2: Field Work **150**

Our audit team would conduct comprehensive investigative field work based on information gathered and risk areas identified during the initial assessment. Guided by the focus areas prioritized by the District in the RFP, we anticipate that the key tasks for a performance audit of Measure I, J, and S bond projects would include the following components:

Program Goals, Budgeting and Project Planning

- Evaluate programmatic project goals for the bond issuances and District capital planning documents to ensure they are clearly defined, detailed, achievable, and effectively integrated into the budgeting and planning processes. Assess the adequacy of criteria used to select projects (e.g., class size, age of facilities, safety, etc.) Determine if the selected projects have been consistent with those identified in ballot initiatives, and bond issuance official statements and communications to the public, or, if there have been changes in selected projects, that such changes were generally consistent with the original intent.
- Assess the design and construction schedules of bond-funded projects during the three-year review window to determine their alignment with

Task Description **Hours**

program timelines, resource availability, and overall project goals. This evaluation will include an assessment of budgeted and actual expenditures and planned and actual timelines and how District staff makes such plans.

Contract Management: Procurement, Project Oversight, and Contractor Payment

- Evaluate District bidding and procurement guidelines and procedures and documentation for a sample of bond-funded procurements to assess adherence to the guidelines and relevant laws such as prevailing wage requirements, District conflict of interest policies, and others. Assess whether District policies and documentation align with State requirements and best practices for competitive bidding.
- For a sample of bond-funded projects, examine District payment procedures to verify timely, accurate, and transparent disbursements aligned with contractual obligations to ensure vendor rates paid and deliverables match those in the contract document. Evaluate the District's internal controls for expenditure monitoring, documentation, and approvals.
- For a sample of bond-funded projects, analyze change orders to assess their frequency, causes, and financial impact, ensuring they are consistent with contract provisions, sufficiently justified, and properly managed by District staff.

Communications with stakeholders

- Assess the effectiveness of the District's public outreach program for its bond-funded programs. This evaluation will measure compliance with the District's Long Range Facility Plan objectives related to community-led engagement, and adherence to priorities identified by the District in Phase I survey interviews.
- Evaluate the quality, accessibility, and frequency of information sharing between District staff and bond program stakeholders including the Board of Trustees, the Citizen's Bond Oversight Committee, District parents and guardians, voters in the District's catchment area, and other District staff. Assess how communications occur (written documents, District website, community meetings, local media, etc.) and the consistency, clarity, accuracy, language translations, and frequency of the information disseminated.

Task Description	Hours

Overall Management and Compliance with State and Local Laws

- Evaluate District budgeting and contract requirements for bond-related activities to ensure compliance with Proposition 39 restrictions, state laws including relevant provisions of the Education and Government Codes, the California Schools Accounting Manual, and Titles 21 and 24 of the California Code of Regulations. Assess District's practices for ensuring compliance and detecting potential violations.

Benchmarking

- Use legislative history, census records, enrollment and budget trends, and key socioeconomic markers to identify appropriate peer school districts to ARUESD in California.
- Conduct a benchmarking analysis to compare the District's staffing and administrative costs for Proposition 39 bond programs in comparable districts. Identify best practices and areas for potential improvement. We anticipate comparison with 4-6 other districts, to be selected with input from the ARUESD.

Phase 3: Reporting and Quality Assurance **147**

We would provide a report to District officials following the conclusion of the Phase 1 initial assessment and periodically thereafter for the purpose of requesting additional information and notifying District officials of audit progress.

At the completion of the field work, our audit team would conduct an internal review to confirm identified risk areas and to validate the sufficiency of reference materials collected over the course of the project. Our team would then prepare and submit a confidential draft report to the District that includes our analyses, findings, and actionable recommendations.

Our audit team would hold an exit conference with District officials to review the contents of the draft. During this meeting, District officials would have the opportunity to provide feedback on the preliminary recommendations and offer any final evidentiary corrections or clarifications. Following the exit conference, we would finalize the report, incorporating a written response from the District, and transmit the final report to the District.

Finally, we would be available to formally present the final report at a Board of Trustees or other regularly scheduled public meeting, if requested.

TOTAL PROFESSIONAL STAFF HOURS..... 347

Task Description **Hours**

As shown in the projected schedule below, we anticipate that the proposed project will span four months, beginning with the entrance conference in February 2025, or the date agreed upon by the District after project approval. HMR is proud of our long record of completing projects on time and within budget, evidenced by our long-standing contracts with the City and County of San Francisco and the County of Santa Clara. Both of these contracts are subject to a regular schedule of multi-round competitive bidding processes. Proposed hours by staff, hourly rates, and estimated costs by task are reported in Section 4.

Entrance conference and initial assessment ..... February 2025
Field work ..... March 2025
Draft report ..... April 2025
Final Report ..... May 2025

4. Proposed Costs for Services

Harvey M. Rose Associates, LLC proposes 347 professional staff hours for a total contract amount not to exceed $69,640. Our proposed task plan is itemized by estimated staff costs in the table below.

Task Description	Partner-in-Charge	Project Manager	Senior Analyst	Total Hours
Entrance Conference	3	2	2	7
Collect and Review Initial Documentation		4	8	12
Survey Interviews	4	5	5	14
Site Visits	2	5	5	12
Refine Project Scope	2	2	1	5
Subtotal Initial Assessment				
Goals, Budgeting and Project Planning		4	4	8
Procurement and Contract Management		20	28	48
Communications		2	10	12
Overall management and legal compliance		12		12
Benchmarking	2	18	32	52
Team Meetings	6	6	6	18
Subtotal Field Work				
Status Reporting	4	6	3	13
Field Work Verification	5	2		7
Prepare Draft Report	20	32	36	88
Exit Conference	2	2	2	6
Finalize and Issue Report	10	8	8	26
Present Findings	3	2	2	7
Subtotal Reporting				
Total Hours	**63**	**132**	**152**	**347**
Hourly Rates	$240	$200	$185	
Total Cost	***$15,120***	***$26,400***	***$28,120***	***$ 69,640***

5. Appendices:

a. Staff Resumes
b. Worker's Compensation Certification
c. Fingerprinting and Criminal Background Check Certification
d. Tuberculosis Clearance
e. Business Gifts and Conflicts of Interest Notice
f. Noncollusion Declaration

FREDERICK J. BROUSSEAU

POSITION: **Partner/Principal – Harvey M. Rose Associates, LLC**

EXPERIENCE:

Project Management and Supervision

Has served as Project Manager for audits and analyses conducted by the firm for over 35 years, particularly in areas of finance and administrative operations, land use and planning, law enforcement and criminal justice, health and social services, public works, and operations. His project management and supervision experience include:

- Management of audits and projects for various local government jurisdictions including cities of Los Angeles, Oakland, San Francisco, Long Beach, San Bernardino, Santa Clara, San Jose, Colton, Chino, and Berkeley and counties of Sacramento, Los Angeles, Butte, San Bernardino, Riverside, Monterey, Santa Clara, and El Dorado, among others.
- Director of Policy Analysis for San Francisco Board of Supervisors. Manages analysis of programs and policies under consideration by Board members on a wide variety of topics and possible legislation. Identifies and analyzes alternative means of achieving desired objectives.
- Litigation and criminal support work for numerous law firms and offices regarding local government financial and operational issues.

School District and Municipal Operations and Finances

School and Community College Districts

- Performance Audit, Bond Funded School Modernization Projects and Operations, Beverly Hills Unified School District
- Performance Audit, San Jose-Evergreen Unified School District
- Policy Analysis: San Francsico Unified School District Special Education Financing
- Policy Analysis: San Francsico Unified School District Expenditures and Staffing for Central Administrative Functions Compared to other Comparable California Districts
- Performance Audit, Los Angeles Unified School District Programs and Services to Reduce High School Dropout Rate
- Audit of Procurement and Contractual Oversight of District Auditor, Los Angeles Community College District
- Management Audit, Los Angeles Unified School District Warehousing and Inventory Control
- Analysis, East Side Union High School District Budget Function and Process (San Jose, CA)
- Management Audit, East Side Union High School District Information Systems Department (San Jose, CA)
- Management Audit, East Side Union High School District General Services Department (San Jose, CA)
- Operational Audit, San Diego Unified School District Material Services Function
- Audit, Chino Valley Unified School District Land Bank Program
- Management Audit, Centinela Valley Unified Finances and Business Operations

Local Government

- Performance audit of Accounts Payable function, Port of Los Angeles
- Audit of compliance with agreements between San Francisco 49ers and City of Santa Clara pertaining to Levi's Stadium
- Analysis of costs and financing alternatives for construction of a Citywide fiber network to provide gigabit internet services to all premises, City and County of San Francisco
- Analysis, Monterey County Mandated Procurement and Human Resources Functions
- Performance Audit, City of Los Angeles Commodity Procurement Function
- Audits, County of Sacramento, City of Sacramento and City of Folsom billing and billing procedures on behalf of the Sacramento Regional County Sanitation District, including Processes for determining and collecting development impact fees
- Audit of data sharing opportunities to increase General Fund revenues, City of Los Angeles
- Audit of financial, human resource and information technology support services, Port of Los Angeles
- Review, Los Angeles County Department of Public Works Warehousing, Inventory, and Procurement Processes and Staffing
- Performance Audit of City Finances and Operations, City of Watsonville, CA
- Municipal Service Review: El Camino Healthcare District, for Santa Clara County LAFCO
- Performance audit of ethics program, City of Long Beach
- Investigations of contract towing and impound management practices in 12 Los Angeles County cities for the County Civil Grand Jury
- Audit of concessionaire agreements, City of Long Beach
- Analysis of economic and fiscal impacts of proposed agreements between America's Cup host committee and the City and County of San Francisco for hosting the 34th America's Cup race
- Analysis of steps required to start a municipal bank, City and County of San Francisco
- Analysis of costs of services provided by all City departments for homeless population, City and County of San Francisco
- Fiscal and Operational Review, Monterey County General Liability Program
- Analysis of impact of short-term rentals on housing, City and County of San Francisco
- Analysis of short-term rental registration and enforcement functions, City and County of San Francisco
- Analysis of impact of and regulation options for transportation network companies, City and County of San Francisco
- Fiscal analysis regarding costs of services provided to District and paid for by County, Rossmoor Community Services District, Orange County, CA
- Performance Audit: Hospital and Health Clinic Write-offs, County of Los Angeles

- Performance Audits, Financial Management and Program Strategy, First 5 Los Angeles (grant making organization for services and programs for children ages 0-5, funded by Tobacco Tax proceeds)
- Analysis, El Dorado County Budget Function and Process
- Organizational Study, Maricopa County (Arizona) Finance and Budget Functions

Infrastructure and Land Use Projects

- Analysis, Fiscal Impact of Oroville Dam on Butte County Costs and Operations
- Performance review of Office of Dam Safety, State of Colorado
- Analysis of Costs and Funding for Undergrounding Utility Wires, City and County of San Francisco
- Performance Audit, Development Project Approval and Condition Management, including Analysis of Impact Fees for Public Facilities, City of Los Angeles
- Management Audit, Santa Clara County Roads and Airports Department
- Analysis of Alternative Approaches to Reducing Commercial Vacancies, City and County of San Francisco
- Risk Assessment of all departments of Los Angeles World Airports
- Performance Audit, City and County of San Francisco Planning Department, including analysis of development impact and other fees charged as part of the development process
- Performance audit, Congestion Management and Municipal Railway Ridership and Revenues
- Policy Analysis: Bicycle Infrastructure Funding Strategy, City and County of San Francisco
- Analysis of magnitude and impact of tenant evictions, City and County of San Francisco
- Policy Analysis: Rent Increases Affecting Non-profit Organizations, City and County of San Francisco
- Analysis, City of San Carlos Costs and Benefits of Contract Public Works and Planning Services
- Evaluation, City of Berkeley Permit Service Center
- Management Audit, Santa Cruz County Planning Department
- Management Audit, City of Chino Redevelopment Agency

PROFESSIONAL HISTORY:

Harvey M. Rose Associates, LLC, *Partner/Project Manager*, 2006-Present
Harvey M. Rose Accountancy Corporation, *Principal/Senior Manager*, 1993-2006 & 1982-1990
Ernst & Young, *Bay Area Manager of Government Consulting*, 1990-1993
Center for Continuing Study of the California Economy, *Associate Economist*, 1978-1982

EDUCATION:

Master of Public Policy, University of California at Berkeley, 1980
Bachelor of Arts in Economics, University of California at Santa Cruz, 1976

ANNA GARFINK

POSITION: **Senior Analyst – Harvey M. Rose Associates, LLC**

EXPERIENCE:

Project Management and Analysis

Plans, manages, and conducts performance and management assessments and audits on a wide variety of issues for the Santa Clara County Board of Supervisors, the San Francisco Board of Supervisors, and other local jurisdictions. Also provides fiscal, legislative, and budget analysis of proposed resolutions and ordinances for the City and County of San Francisco. Recent projects include:

Finance and Government Operations Projects

- Annual review of the City and County of San Francisco's Public Works, Emergency Management, and Fire Departmental Budgets
- Performance audit, Authority Delegated to the San Francisco Public Utilities Commission for Public Works Contracts Under Chapter 6, City and County of San Francisco
- Policy Analysis, Financial Feasibility of Social Housing in San Francisco, City and County of San Francisco
- Analyzed and reported on two Civil Grand Jury recommendations relating to construction contracting practices in San Francisco
- Analyzed and revised the San Francisco Municipal Transportation Agency's Capital Improvement Program for Fiscal Years 2016-17 through 2020-21 and ensured projects were financed and prioritized to meet SFMTA Strategic Plan goals
- Evaluated internal controls and policy compliance for the management audit of Police Department overtime use, City and County of San Francisco
- Performance Audit, Department of the Controller-Treasurer, Santa Clara County

Education, Recreation, and Culture Projects

- Policy Analysis, San Francisco Unified School District Central Administrative Expenditures and Staffing Analysis
- Policy Analysis on racial and gender inequities in tech, including project management, survey dissemination, and analysis, Center for WorkLife Law

Public Works, Transportation, and Land Use Projects

- Performance audit, Bureau of Street and Sidewalk Cleaning, City and County of San Francisco
- Analysis of supply-side housing policies in San Rafael using stakeholder interviews, literature review, and regulatory review to identify pathways to increase affordable housing production
- Conducted a policy analysis for the San Francisco Municipal Transportation Agency to integrate school safety components into the SFMTA Complete Streets program
- Policy analysis, Affordable Housing Overlay Zones, City of San Rafael

Health and Social Services Projects

- Performance audit, San Francisco Street Teams, including analysis of the management and performance of eleven street teams across four different City Departments, City and County of San Francisco

PROFESSIONAL HISTORY:	Harvey M. Rose Associates, LLC, *Senior Analyst,* 2022 to present City of San Rafael Community Development Department, *Policy Consultant*, 2021 Terner Center for Housing Innovation, *Graduate Student Researcher*, 2020 Center for WorkLife Law at University of California, Hastings College of the Law, *Program Associate and Senior Program Associate*, 2017-2019 San Francisco Municipal Transportation Agency, *City Hall Fellow*, 2015-2017
EDUCATION:	Master of Public Policy, University of California at Berkeley Bachelor of Arts, Political Science, University of California at Los Angeles

ELIZA PUGH

POSITION: **Senior Analyst – Harvey M. Rose Associates, LLC**

EXPERIENCE: Management audits of city and county governmental agencies, fiscal analysis of city and county budgets, supplemental appropriation spending requests, and legislative/policy analysis, for a wide variety of city and county departments and functions for Santa Clara County Board of Supervisors, the San Francisco County Board of Supervisors, and other local jurisdictions. Recent projects include:

Finance and Government Operations Projects

- Conducted a fiscal review of several proposed legislative items for the San Francisco Budget & Finance Committee during Calendar Year 2024
- Reviewed and made recommendations to the budgets for the San Francisco Bay Airport the San Francisco Port for Fiscal Years 2024-25 & 2025-26
- Drafted legislation for the Berkeley City Council for street safety and housing production
- Performance audit, Interdepartmental Work Orders, City and County of San Francisco

Health, Housing, and Social Services Projects

- Performance audit, Adult Protective Services, Santa Clara County
- Policy Analysis: Comparison of San Francisco's Policies and Practices Regarding Drug Services to Zurich, Switzerland's Four Pillar's Approach
- Conducted research and developed policy recommendations for Alameda County's public mental healthcare system
- Conducted zoning research and facilitated communication with Berley City Planning for the Berkeley City Council
- Policy analysis, Comparative Analysis of the Fair Work Week Ordinances, Berkeley City Council
- Policy analysis, First 5 California, California Department of Children, Youth, and Families

PROFESSIONAL HISTORY:

Harvey M. Rose Associates, LLC, *Senior Analyst,* 2024 to present
City of Berkeley, Councilmember Rigel Robinson, *Legislative Assistant,* 2023
City of Berkeley, Councilmember Rashi Kesarwani, *Graduate Consultant,* 2023
UC Berkeley Goldman School of Public Policy, *Graduate Student Instructor: Introduction to Public Policy,* 2022-2023
City of Berkeley, Councilmember Rashi Kesarwani, *Graduate Policy Intern,* 2022
First 5 California, *Graduate Policy Intern, 2022*
Center For International Private Enterprise, *Grants Program Officer,* 2018-2021

EDUCATION:

Master of Public Policy, University of California at Berkeley
Bachelor of Arts, Government, Harvard University

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: 1/7/25

Name of Contractor: Harvey M. Rose Associates, LLC

Signature: Fred Brou

Print Name and Title: Fred Brousseau, Principal

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with District prior to performing any Services under this Agreement.)

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION (NON-CONSTRUCTION CONTRACTS)

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Independent Contractor Agreement for Services ("Agreement") between the Alum Rock Union School District ("District") and Harvey M. Rose Associates, LLC ("Contracting Party"):

One of the boxes below must be checked with regard to Contracting Party and Contracting Party's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) ("Contracting Party's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

x ☒ Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

_____

☒ Contracting Party/Contracting Party's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

☐ The services provided by Contracting Party/Contracting Party's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]

☐ Contracting Party/Contracting Party's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

_____

_____

☐ Contracting Party/Contracting Party's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

_____

_____

☒ Contracting Party is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.

- ✖ Contracting Party is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party 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 the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement. **A list of Contracting Party's Personnel is attached hereto as Attachment A.**

Date:	1/7/25
Contracting Party:	Harvey M. Rose Associates, LLC
Signature:	
Print Name:	Fred Brousseau
Title:	Principal

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.

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: 1/7/25

Name of Contractor or Company: Harvey M. Rose Associates, LLC

Signature: _____

Print Name and Title: Fred Brousseau, Principal

OR

☐ **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: _____

Exhibit C

Business Gifts and Conflicts of Interest Policy Notice

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 Fred Brousseau

Name: Fred Brousseau

Title: Principal Date: 1/7/25

Vendor Name: Harvey M. Rose Associates, LLC

Vendor Address: 1390 Market Street, Suite 1150, San Francisco, CA 94102

CONFLICT OF INTEREST CERTIFICATION

All respondents shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME Fred Brousseau

TITLE OF OFFICER Principal

NAME OF COMPANY Harvey M. Rose Associates, LLC

As part of your Certification, please respond to the following

questions listed below:

1. Have you or any of your team members or consultants been employed by the District in the last three years? [Yes] [No] If your answer is "Yes", please provide the following information:

   a.

Full-time employee?	[Yes] [X No]
Part-time employee?	[Yes] [X No]
As-needed employee?	[Yes] [X No]
Consultant?	[Yes] [X No]
Other? Please explain below	

   Explain: _____

   b. Dates of employment/employment contract/consulting contract?

   c. Which department(s) did employee(s) work at the District?

   d. Name of Supervisor(s)?

   e. Describe job duties and responsibilities for each District position held.

   f. Last date of employment?

2. Does (has) any District Board Member or District employee have (had) a business position, or serve as an Officer, Partner or Shareholder in your company? [Yes] [☒o] If the answer is "Yes", please providing the following information:

a. Name(s) of the Board Member(s) or employee(s)?

b. Title/position with your company

c. If anyone is (was) District Board Member or employee, what percentage of your company's shares does he/she own

3. Are any of your former employees or consultants presently employed by the District? [Yes] [X No] If the answer is "Yes", please provide the following information for each employee:

a. Name of former employee(s)?

b. Position/title with your company?

c. Please describe their duties and responsibilities for each position held at your company.

d. Dates of employment?

I declare under Penalty of Perjury, under the laws of the State of California, that the above mentioned statements are true and correct to the best of my knowledge, and this declaration was executed on:

January 7 ,2025 ; in the

Month Day

San Francisco CA

City State

Signature

Fred Brousseau

Printed Name

Principal

Title

ATTACHMENT "A"

Contracting Party's Personnel

Name/Company: Fred Brousseau / Harvey M. Rose Associates, LLC

Name/Company: Anna Garfink / Harvey M. Rose Associates, LLC

Name/Company: Eliza Pugh / Harvey M. Rose Associates, LLC

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH RFP

(Public Contract Code section 7106)

The undersigned declares:

I am the General Manager of Harvey M. Rose Associates, LLC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/7/25 [date], at San Francisco [city], CA [state].

7.1

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: 1/24/2025

Subject: **Chronic Absenteeism and Student Suspensions**

Staff Analysis: Presentation on Chronic Absenteeism and Student Suspensions.

Recommendation: Presentation only.

Submitted by: Imee Almazan, Ed.D. Title: Director of Student services

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

To the Board of Trustees:

Recommend Approval

7.1
Agenda Placement

Meeting: January 30, 2025.
Regular Board Meeting

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Update on Chronic Absenteeism & Suspensions

January 30, 2025

Presented by:
Student Services Department
Sheppard Middle School

Agenda

1
Chronic Absenteeism

- Definitions
- Efforts to Decrease Chronic Absenteeism
- Barriers to Attending School
- Data

2
Sheppard Middle School

- Barriers to Attending School from Site Perspective
- Practices to Decrease Chronic Absenteeism and Data

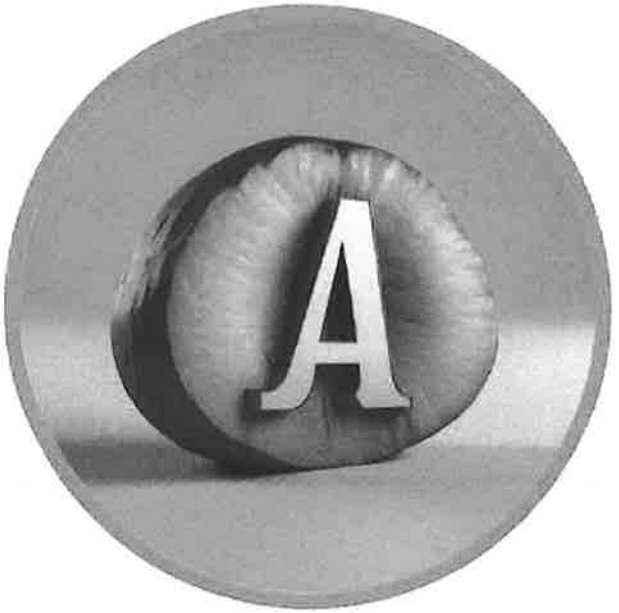
3
Suspensions

- Ed Code 48900
- Causes for Suspensions
- Efforts to Decrease Suspensions
- Data

4
Questions & Discussion

01

Chronic Absenteeism



Definitions

CA Education Code Section 48260 defines Truancy as any pupil who is:

- absent from school without a valid excuse for three full days in a school year
- tardy or absent for more than 30 minutes without a valid excuse on three occasions in a school year
- Or any combination of the above

Chronically absenteeism - all absences including out of school suspensions that equal 10% or more of the school year

- Students must be enrolled for 31 one school days to be counted as a Chronically absent student

Current Interventions: All Sites

- All schools have established Attendance Improvement Teams
  - Members: Principal, Community Liaison, Office Assistant
  - Optional members: School Counselor, Teacher, Community Based Organization representative
  - Meet once a month at minimum to discuss attendance data, trends, individual student cases, and next steps
  - There is a master spreadsheet for all sites to update their progress on student cases
- Student Services has a Child, Welfare, and Attendance Liaison to assist all sites to assist in Tier 1 support, Attendance Improvement Teams, follow up home visits
- Additionally, Student Services contracted with FACES to support with Tier 2 and 3 support

Current Interventions: All Sites

- Website was updated before the school year began to inform parents about strategies and
  - A pamphlet was created and distributed to sites on "Attendance: Everyday Counts" in English, Spanish, and Vietnamese
    - ARUSD Attendance Pamphlet (ENG).pdf
    - ARUSD Attendance Pamphlet (SPA).pdf
    - ARUSD Attendance Pamphlet (VIET).pdf
- Monthly "Attendance Matters Memo" is sent to site leaders and they share it with staff. Examples include Tier 1 strategies and other important information on attendance.
- Attendance Information folder was established for school staff as a resource bank: posters, handouts for families, and other attendance related resources
- MTSS resource website was updated to reflect Tier 1 attendance interventions and strategies

Current Attendance Interventions: All Sites

- District Differentiated Assistance (DA) Team established for Chronic Absenteeism
  - DA Attendance Team has a standing meeting once a month
  - Team consist of Administrators from Student Services, Social Emotional Learning, Early Learning, State and Federal, Academic Services, Special Services Departments
  - The team attends Professional Development at Santa Clara County Office of Education on a quarterly basis.
  - Ongoing coaching with a member of SCCOE Staff assigned to ARUSD monthly.
- Parents receive phone calls from the school staff when students are marked absent and the school has not received a phone call or message from the parents
- Parent Square also sends Parents an auto message if their student is marked absent and the absence has not been cleared by the parent.
- School Status (formerly known as A2A) attend program automatically generates letters for students who are truant or who have excessive excused absences
- Community Liaisons conduct home visits for truant and/or chronically absent students.

Threshold for Notices to Parents

Truancy Letters

First Notification of Truancy- 3 unexcused absences or tardies over 30 minutes without valid excuse or any combination of those two

Second Notification of Truancy- 6 unexcused absences or tardies over 30 minutes without valid excuse or any combination of those two

Conference Notification is scheduled and mailed for parents to meet with the Principal to discuss attendance

Third Notification of Truancy- 9 unexcused absences or tardies over 30 minutes without valid excuse or any combination of those two

Excessive Excused Letters

Excessive Excused Absence Letter #1- is mailed when a student registers 5 absences with the following attendance codes: Illness, Excused, Other

Excessive Excused Absence Letter #2 - is mailed when a student registers 10 absences with the following attendance codes: Illness, Excused, Other

Current Interventions: All Sites

- Student Services department lead SARB (*School Attendance Review Board*) hearings for Tier 3 support
    - Serve as an intervention to provide services to students and families
    - SARB panel consist of school administrator, Student Services administrator, parent, student, School Linked Services supervisor
        - Optional panel members as needed: District Nurse, Special Ed staff, Community Based Organization representative
- School Linked Services staff support with resource linkage to City or County services for truant and chronically absent students

Barriers to Attending School

- Chronic and Acute Illness
- Vacation
- Death in the family
- Trauma
- Mental Health or Emotional Issues (Ex: Anxiety, Depression)
- Housing Insecurity
- Access to Transportation
- Family responsibilities
- Social and peer challenges
- Surgery

Data

School Status is the current platform used to track truancy and chronically absent students.

- The system automatically generates letters for students who are truant or chronically absent
- School Status is connected to the e-school student information system

CA Dashboard Data:

2-Year Comparison

Chronic Absenteeism %			
School	2022/2023	2023/2024	Difference 22/23-23/24
ARUSD Total	21.5	24.3	2.8
Adelante	12.9	14.2	1.30
Adelante II	10.3	12.7	2.40
Aptitud	24.6	21.7	(2.90)
Cassell	20.8	22.5	1.70
Chavez	40.9	47.7	6.80
Cureton	22.9	23.7	0.80
Dorsa	25.8	23.9	(1.90)
George	28.5	32.8	4.30
Hubbard	36.8	35.2	(1.60)
Linda Vista	26.6	29.5	2.90
LUCHA	22.3	18.6	(3.70)
Lyndale	25.2	33	7.80
McCollam	14.7	20.8	6.10
Meyer	23.6	25.7	2.10
Ocala	21.8	22.7	0.90
Painter	9.5	21.2	11.70
Renaissance	20.7	18.8	(1.90)
Renaissance II	26.2	27.6	1.40
Russo	24.3	27.8	3.50
Ryan	21.4	29	7.60
San Antonio	20.4	23.4	3.00
Sheppard	15.6	23.2	7.60

02

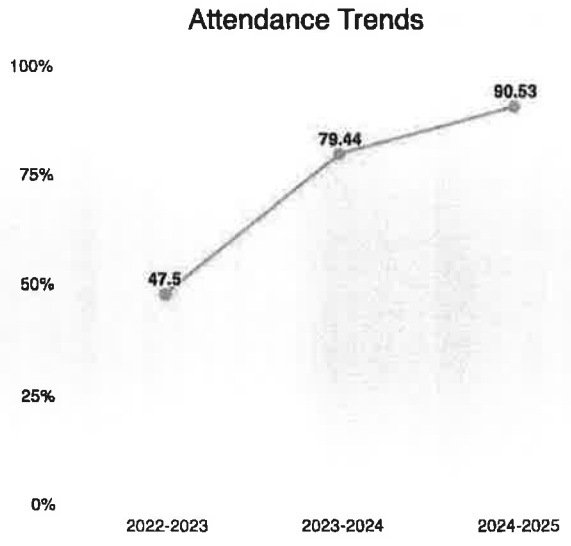
A Case Study: Sheppard Middle School



Sheppard: Last year's beginning

Last year: Staff began meeting with students in January 2024. Met 1:1 with all chronically absent students. Discussed reasons for absences and **strategically scheduled** all chronically absent students for the 24-25.

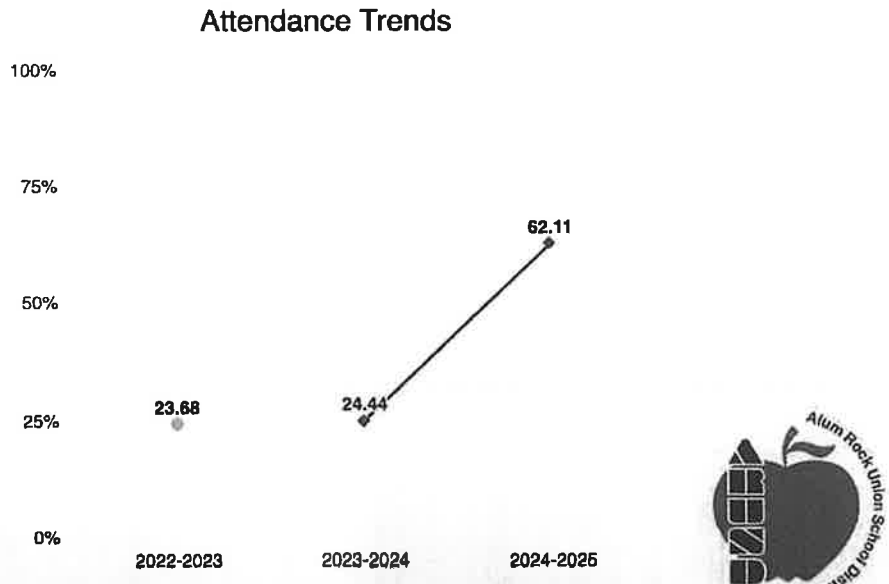
Example: Student C's Sheppard attendance: We started meeting in January of '23. We strategically scheduled her in classes for her 8th grade year with her best friend who also had attendance issues. They have monthly check-ins. Both students are above 90% for this year.



Sheppard: Knowledge and Relationships

Through Datazone, we recorded **all** students who were chronic of in danger of chronic status. We held attendance meetings with each grade level. Students on the **watchlist** also have **monthly meeting check ins** with Ms. Jacobs (CSI-funded) who goes over their data and talks about any issues, problems or successes. Depending on the issues, students are then given services , schedule changes, etc. to fix any issue that might be preventing consistent school attendance.

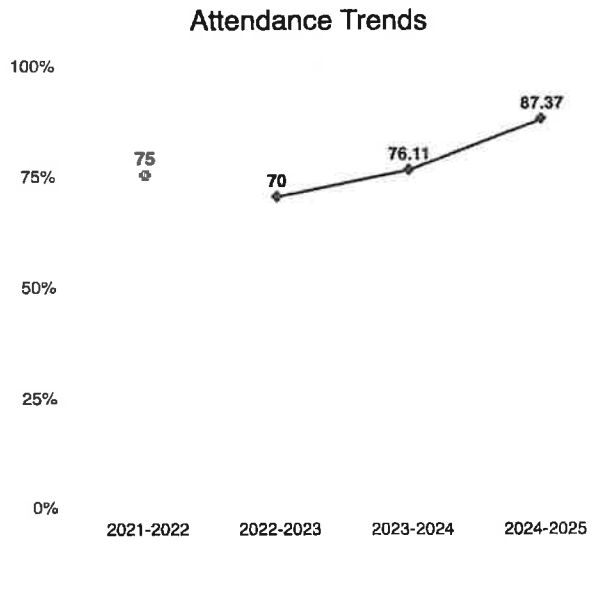
Example: Student A's Sheppard attendance: We strategically scheduled her in all classes with a friend. She also is in classes with her mentor teacher who she has established a good relationship with and meets with often. She is given lots of positive experiences and praise for attending school.



Sheppard: Rewards

Students on the watch list are put on a reward schedule of either monthly or weekly attendance awards. Monthly awards include a certificate of achievement and some type of tangible reward. Students who are in the danger zone of the watch list are put on a weekly award schedule. This includes a visit to the therapy dogs and a tangible reward. Sheppard also offers whole school monthly attendance awards for an attendance rate of over 95% for the month.

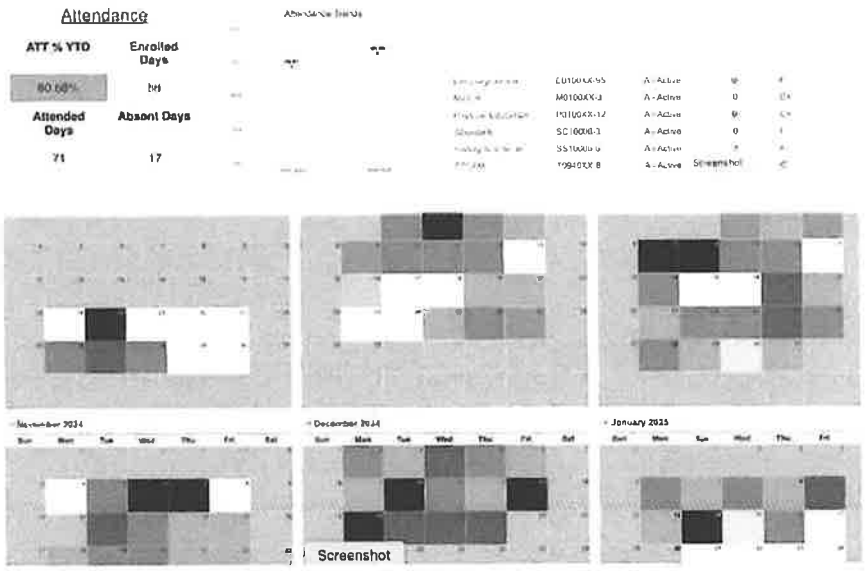
Example: Student B. responded extremely well to rewards. While he is still below 90% for now, he has a chance to not be chronic this year. Either way, he has made great gains.



Sheppard: Check-Ins and Home Visits

Our School Community Liaison works with Ms. Jacobs (CSI funded position) to schedule check-ins with families before A2A recommends an attendance meeting. Families and students meet with Ms. Doherty and are presented with information absenteeism including loss of educational time. They are also given student data.

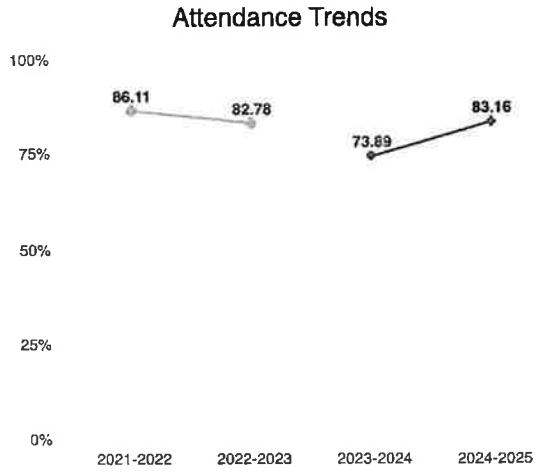
Example: A personal one sheet is made for every student that is presented during the meeting time. Here is an example of one of those sheets.



Sheppard: Constant Monitoring

The key to success is the **consistent monitoring** of students who are struggling with attendance. Data shows that after meetings with families, reward redemption, home visits or monthly 1:1's check-ins, attendance increases. This also includes monitoring Datazone for changes in student lists and Eschool for correct coding of absences. Record keeping is also important to show what makes an impact and what doesn't for each individual student. Sheppard also had a CWA Intern for the first trimester to help monitor and work with a small group of students. This helped, but when she graduated, their attendance at school decreased.

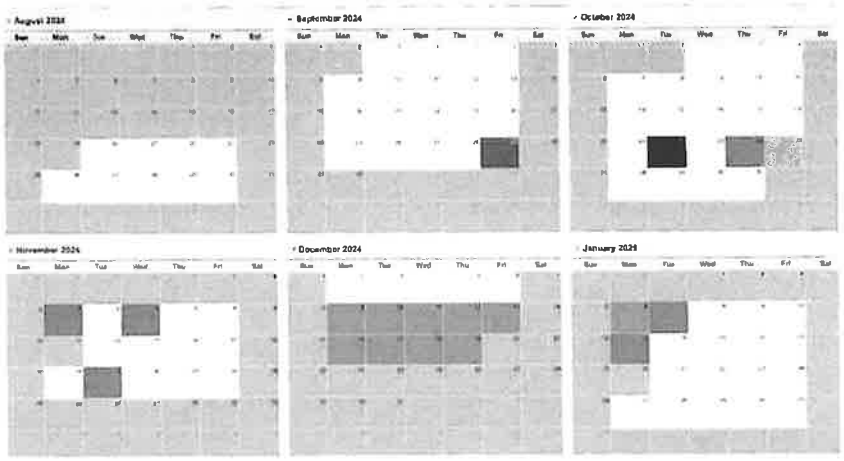
Example: Student V. responds well to check-ins and rewards, even recently writing in her Sown to Grow response that she loves the rewards she receives for coming to school regularly. After a parent check-in with Ms. Doherty, the student was present for 21 days straight.



Sheppard: Independent Study Contracts

A major reason for absences is family vacations. Many of our students go for longer periods of time because they are traveling to other countries or long distances. We advertise the option of an Independent Study Contract on weekly announcements and in the weekly bulletin to parents. Teachers are also aware of the importance of this and when they are told by students, the office is informed and calls are made to parents to help set up the contract.

Example: Student D. was considered chronically absent until his Independent Study contract was verified as completed in the system. He went from 11 days absent to 1 day only.



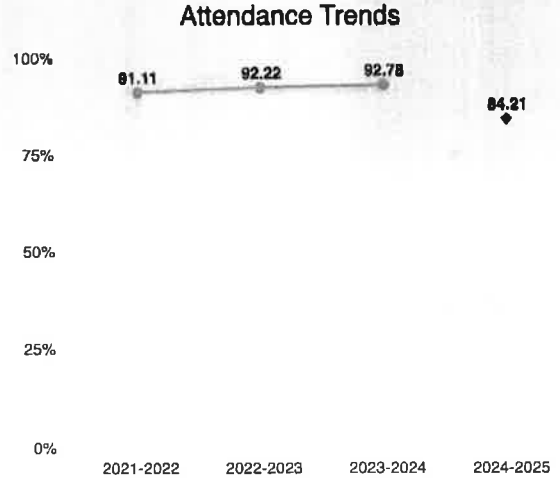
Sheppard: Reasons for Absences

While illness is the number one reason, other reasons why many students miss school are:

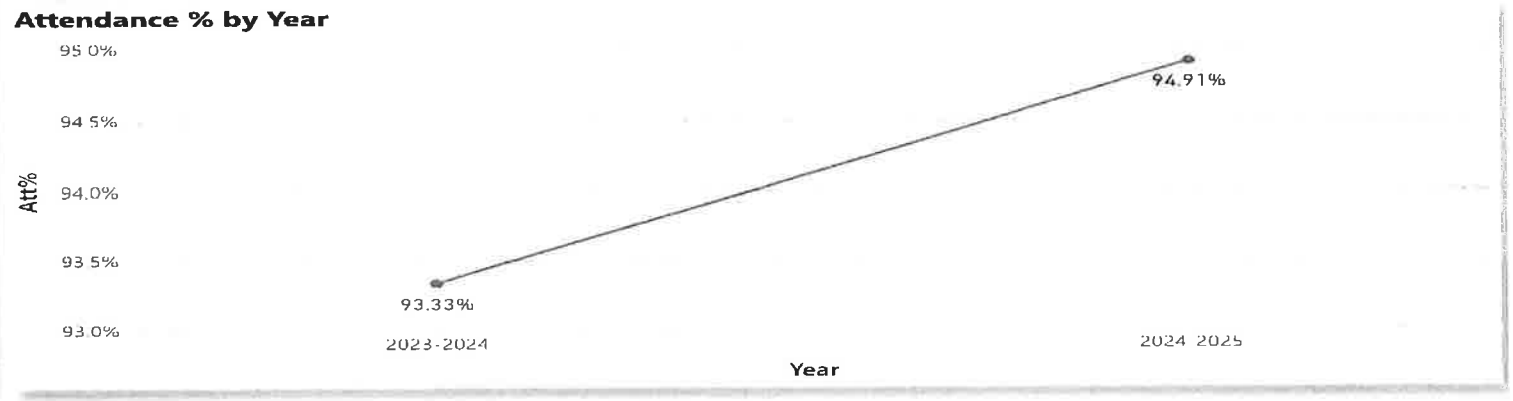
- Vacation, Transportation, Family Emergencies, Death of a loved one, Taking care of younger siblings, school anxiety (mostly peer based), doctor's appointments

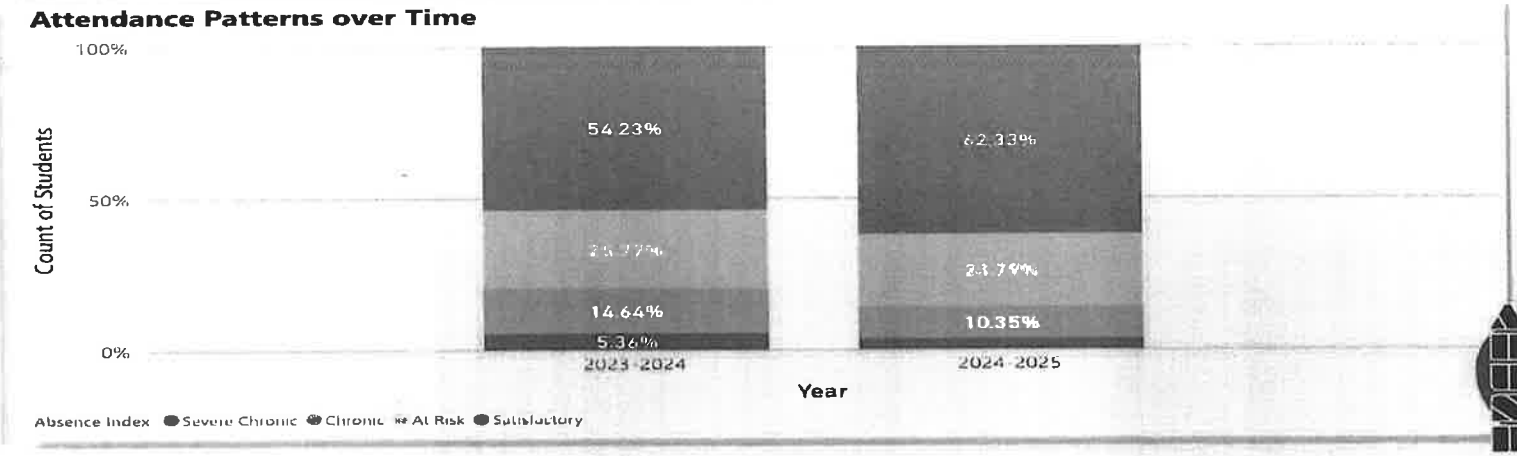
Some of our most chronic students have no adult at home to make sure that they wake up and get to school on time. Home visits for these students are also harder because no adult is home and many times students will not open the door for a school staff member.

Example: Student E. had surgery and missed 11 days of school in September for his recovery. He has only missed 4 days since then but this still will hurt Sheppard's overall attendance rate and numbers

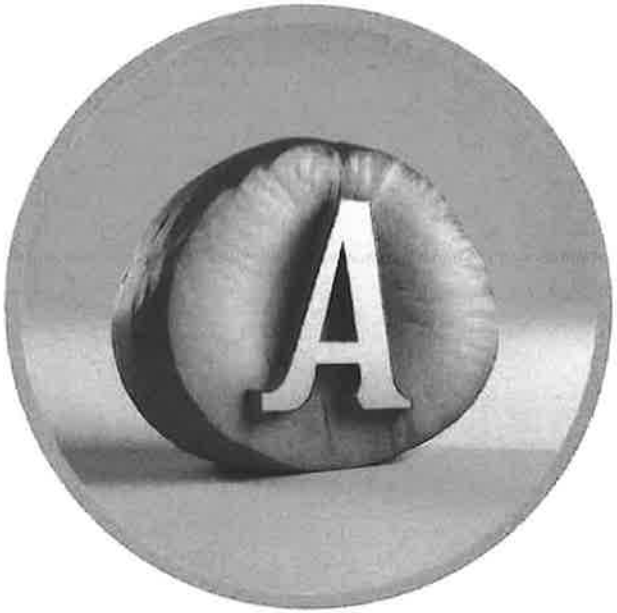


Impact on Sheppard's Attendance





03



Suspensions

Education Code 48900

A student who has committed the following acts is subject to discipline by suspension or expulsion:

(a)(1) Caused, attempted to cause, or threatened to cause physical injury to another person.

(a)(2) Willfully used force or violence upon the person of another, except in self-defense.

Causes for Suspensions

- Forms of violence
  - Assault/Battery
- Substances
- Weapons
- Bullying
- Sexual Harassment
  - Verbal, written, social media posts
- Major Theft
- Vandalism
  - School property
  - Personal property
- Threatening bodily harm
  - Verbal, written, social media posts

Practices to Decrease Suspensions

- School Based Counseling
- Social Emotional Learning and Support
- Alternatives to Suspension (Community Service, Friday Night or Saturday School)
- Providing Academic and Behavioral Support
- Interventions
- Restorative practices
- Resource linkage through School Linked Services
- School Assemblies to address culture & climate (Ex: Bullying Prevention, Clear Rules & Expectations))
- Analyzing Panorama Surveys (Fall & Spring)
- Parent Workshops

Suspension Data:

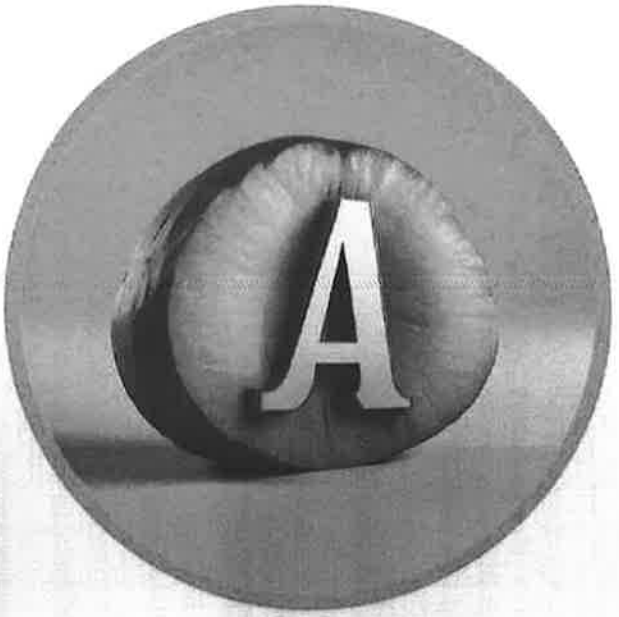
2-Year Comparison

CA Dashboard - 2024 Suspension Data

CA Dashboard - 2023 Suspension Data

04

Questions & Discussion




THANK YOU
GRACIAS
ARIGATO
SHUKURIA
DANKSCHEEN
JUSPAXAR
BOLZİN
MERCI
BİYAN
SHUKRIA
TINGKI
YAQHANVELAY
TASHAKKUR ATU
SUKSAMA
EKHMET
GRAZIE
MEHRBANI
MAAKE
KOMAPSUMNIDA
GOZAIMASHITA
EFCHARISTO
PALDIES
SPASIBO
DENKUJA
SIKOMO
MERCI
MAHALOHESH
MAKETAI
MIMONGHAR
TAVTAPUCH
MEDAHAGSE
SAMVJE
FAKAAVE
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MERASYAHHY
SAEJTNO
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BAHKA
ATTO
ANSHA
DHANYABAAD
MABEEJA
MATSNA
NUI
SHUKRIA
SPASIBO
SHUKRIA
CHULTU
YUSPAASIBATAM
NATUR
EEQUU

7.2

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: **January 24, 2025**

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: **January 30, 2025**
Regular Board Meeting

Approval

8.2

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: January 30, 2025

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Adelante I	National Steinbeck Center	Salinas	03/26/2025	7th	2	PTA	7th grade students will visit the National Steinbeck Center after reading one of Mr. Steinbeck's novels, The Pearl.
Adelante I	UC Berkeley	Berkeley	04/16/2025	7th	2	PTA	7th grade University field trip
Joseph George	**Disneyland Soundtrack Session**	**Anaheim**	**05/17/2025 - 05/19/2025**	**7th – 8th Band**		**060-6770-0-5835-00-1110-1000-000000-250-6770**	**Work with Disney music professionals to create soundtrack recording clips in a professional recording studio.**
Hubbard	Yosemite	Yosemite Valley	05/19/2025	8th	2	060-3010-0-5835-00-1110-1000-000000-080-1190	Investigate a real-life ecosystem.
RESCHEDULED Ryan STEAM Academy	California Academy of Sciences	San Francisco	Previous Date 01/24/2025 **NEW Date 02/25/2025**	2nd/3rd	2	088-8210-0-4300-00-1110-4000-000000-100-0502 088-8210-0-5835-1110-4000-000000-100-0502	Students will observe different living things, identify structures and adaptations for each specific habitat.
Sheppard	Monterey Bay Aquarium	Monterey	05/23/2025	7th	1	060-3010-0-5835-0-1110-1000-000000-170-1190	To attend the tide talks see aquarium and research Cannery Row.
Lyndale	San Francisco Zoo	San Francisco	05/23/2025	SDC PreK, TK, K	3	060-3010-0-5808-00-1110-1000-000000-030-2127 060-9010-0-5835-00-1110-1000-000000-030-2127	Learn about animals name, habitat, characteristics, language and communication, social skills and community integration

8.1

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 District Memorandum of Understanding with Teamsters Local 150**

Staff Analysis:

The District and Teamsters Local 150 reached the attached Memorandum of Understanding regarding an Early Tell Retirement incentive.

Recommendation:

The District Administration is recommending that the Board of Trustees approve the Memorandum of Understanding.

Submitted by: Cesar Torrico Title : Assistant Superintendent, Human Resources

Approved by: Cesar Torrico Title : Assistant Superintendent, Human Resources

To the Board of Trustees:
Recommend Approval

Meeting : January 30, 2025
Regular Board Meeting

8.1
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: Not Approved: Tabled :

Teamsters Local 150 proposal

January 15, 2025

Teamsters Local 150 would like to propose an incentive for Alum Rock Teamster represented employees who choose to retire from the District and Pers by the end of the 2024-2025 school year. Specifically, we would like to request that the district offer a one-time $2,000 incentive to any eligible employee who submits their retirement notice by January 31, 2025, with their retirement taking effect by the end of the 2024-2025 school year. The amount will be prorated for any employee who is not 1.0 FTE. The incentive money will be paid out no later than July 10, 2025.

8.2

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: **January 30, 2025**

Subject: **Resignations (Information Only)**

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

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

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

To the Board of Trustees: Meeting: January 30, 2025
Regular Board Meeting

Recommend Approval

8.2
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

January 30, 2025

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Salas Ramos, Jessica	School Office Assistant/ Ocala	01/13/2025

9.1

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: January 7, 2025

Subject: Galileo Learning LLC

Staff Analysis: Camp Galileo will offer summer camps to 125 students K-5 across two ARUSD sites. Students will have the opportunity to create STEAM projects, participate in hands-on collaborations and outdoor summer activities. Summer dates for programming - June 9, 2025 – July 3, 2025.

Recommendation: Staff recommends the Board of Trustees to approve the contract with Galileo Learning LLC in the amount of $390,000.00.

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

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

To the Board of Trustees: Meeting: January 30, 2025
Regular Board Meeting

Recommend Approval

9.1
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: State and Federal Programs (School/Dept.) VENDOR NO. 301014

Submitted by: Dr. Kiela 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: Galileo Learning LLC

Address: 548 Market St PMB 38374 City: San Francisco State: CA Zip: 94104

Phone: (800-854-3684 Email Address: mwiggin@galileo-learning.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 1, 2025, and will diligently perform as required and complete performance by July 31, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
Camp Galileo will offer summer camps to 125 students K-5 across two ARUSD sites. Students will have the opportunity to create STEAM projects, participate in hands-on collaborations and outdoor summer activities. Summer dates for programming - June 9, 2025 – July 3, 2025.

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:** $390,000 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	00	1110	1000	020110	360	7392	$390,000	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

EXPANDED LEARNING PROVIDER AGREEMENT

This Services Agreement (this "**Agreement**") is made by and between Alum Rock Union School District ("**District**") and Galileo Learning, LLC ("**Service Provider**" or "**Galileo**"). District and Service Provider are each a "**Party**" and together the "**Parties**."

Service Provider represents and warrants that Service Provider operates an independent and bona fide business that provides enrichment services to schools. It is the desire of District to engage the services of Service Provider. Such services and the relationship between District and Service Provider shall be governed according to the following terms and conditions:

1. Services to be Performed. Service Provider agrees to perform the services (the "**Services**") detailed in Attachment A. Service Provider assumes full responsibility for the performance of the Services and Service Provider warrants that it is fully qualified and sufficiently staffed with its own employees to perform such Services.

Service Provider shall perform the Services at a level of performance consistent with industry practices, including timeliness, and professionalism. If Service Provider does not perform the Services at a level of performance satisfactory to District, District shall communicate each instance to the Service Provider's designated Program Manager or executive listed in Section 21 in writing. After receiving such written communication, the Service Provider shall promptly rectify each instance in a commercially reasonable manner and enact procedures to prevent the recurrence of the noted instances.

District acknowledges and agrees that once this Agreement is executed by the Parties, Galileo invests significant time and resources in preparing to provide the Services. As a result, reductions to the Services required by District, including, but not limited to, the hours of Program provided and the number of students enrolled, shall not be eligible for any reduction in Fees as agreed in Attachments A and B .

Changes to the agreed upon Services and/or any other terms of this Agreement may incur additional fees to be agreed in writing by the Parties prior to such change being enacted.]

2. Term and Termination. The term of this Agreement (the "**Term**") commences on the Effective Date (as defined on the signature page hereof) and continues through the Last Day of Camp (as per Attachment A), and will only extend or renew by written agreement of both Parties. Either Party may terminate this Agreement prior to May 1, 2025 without cause upon 30 days prior written notice. In the event District terminates for any reason after May 1, 2025 but before any Services are provided at each School Site , Service Provider will be entitled to retain the Non-Refundable Deposits (as defined in Attachment B). In the event of termination for any reason by either Party, District shall also pay Service Provider any unpaid portion of Services actually provided through the Effective Date.

3. Payment. In consideration for the Services to be performed by Service Provider, District agrees to pay Service Provider as outlined in Attachment BDistrict shall pay invoices within 15 days of receipt. Invoices outstanding for over 30 days are subject to a 1.5% per month late payment penalty. All payments due are non-refundable.

4. Budget and Expenses. Subject to the terms of this Agreement, Service Provider agrees that District will have overall authority to determine financial matters in connection with the program as described in Attachment A and to establish administrative and policy matters in connection with procurement and performance of the Services, including, but not limited to, designating the terms and conditions thereof.

Any budget modifications requested by Service Provider shall be submitted for approval by District no later than 45 days prior to the applicable invoice period, and shall be approved by District at its sole discretion. Service Provider must provide detailed program documentation with specific cost breakdowns when submitting the budget modifications for approval.

Any modifications to the Services to be performed by Service Provider requested by District must be approved by Service Provider and if such modification results in a change in budget or expenses, Attachment A will only be modified if District approves such budget modification.

Unless otherwise agreed to in writing, Service Provider shall be responsible for all out-of-pocket expenses incurred while performing Services under this Agreement. District shall only reimburse Service Provider for reasonable and pre-approved out-of-pocket expenses necessarily incurred in connection with the performance of Services under this Agreement. Service Provider must receive approval in writing and shall submit an itemized statement of such expenses.

5. Materials. Service Provider will furnish all materials, equipment and supplies used to provide the Services. Unless otherwise noted in this Agreement, District shall provide Service Provider with space at no cost that accommodates the scope of each element of the enrichment programming Service Provider operates.

6. Conditions

A. **Of Service Provider Services.** As a condition of Service Provider being selected to provide the Services, Service Provider attests to completing the following for all employees and contracts fulfilling the Services:

- Completion of Certification of Criminal Background Clearance and Tuberculosis risk assessment and/or been examined and determined to be free of active tuberculosis (detailed in Attachment C).
- Proof of insurance as it relates to the Services, which are detailed in Section 11 of this Agreement;
- W-9

B. **Of District's Facilities**. Galileo shall deliver the Services at District facilities (the "**Facilities**"), as provided below:

a. Description of the Facilities.

School Site 1: ["[TBD]")

ADDRESS: XXXXX

PROGRAM ROOMS: XXXXX

OUTDOOR FACILITIES: XXXXX

School Site 2: ["[school name]"]

ADDRESS: XXXXX

PROGRAM ROOMS: XXXXX

OUTDOOR FACILITIES: XXXXX

Any School Site(s) not known at the time of signing this Agreement (the "**Unknown Site(s)**") shall be provided by the District in writing, with the same level of detail as the above School Sites, to the Galileo Program Manager by [xx] days prior to running of each Unknown Site's camp start date. For the avoidance of doubt, the Unknown Sites are included in the definition of the Facilities.

b. Hours of Operation and Other Details of the Facilities.
   i. HOURS OF OPERATIONS with District staff onsite or providing Service Provider with keys and alarm codes in order for Service Provider to access and securely leave the Facilities: 7:00 A.M. - 6:30 P.M Pacific Standard Time., Monday through Friday (the "Program Operating Hours").
      1. If District provides Service Provider with a key to the Facilities, Service Provider agrees to not make any copies of such key, and any unreturned key(s) to the District at the end of the Services will result in a total $40 charge to Service Provider.
   ii. 3 additional 8-hour Set Up Days (as defined in Attachment A) on School Site(s) prior to delivery of the Services
   iii. OTHER DETAILS: The District will provide tables/desks and chairs to accommodate up to 125 campers and 15 staff members for each classroom. The District will provide internet access, gas, electricity, water and garbage service for the Facilities at no additional charge to the Service Provider.

c. Maintenance of the Facilities. The District, at its own cost, shall keep and maintain the exterior of the Facilities including the roof, exterior walls, downspouts, heating and cooling system, light fixtures, other electrical and mechanical systems and foundation in reasonably good condition and shall make any improvements required by any governmental law, code, rule or regulation. Further, the District shall make any improvements, upgrades, or repairs reasonably requested by Service Provider that are required for effective performance of the Services at no cost to the Service Provider. ANY MAINTENANCE NOT PERFORMED TIMELY AND REASONABLY PREVENTS SERVICE PROVIDER FROM PROVIDING THE SERVICES IN A SAFE AND PROFESSIONAL MANNER WILL WARRANT SERVICE PROVIDER TO CEASE SERVICES IMMEDIATELY UNTIL SUCH MAINTENANCE IS SATISFACTORILY COMPLETED (AS SOLELY DETERMINED BY SERVICE PROVIDER). IF SUCH MAINTENANCE IS NOT PERFORMED SATISFACTORILY WITHIN 3 BUSINESS DAYS, SERVICE PROVIDER MAY (1) REQUEST DISTRICT MOVE SERVICE PROVIDER TO A NEW SCHOOL SITE, WHICH IF APPROVED BY SERVICE PROVIDER, DISTRICT WILL PAY SERVICE PROVIDER A FEE OF 3RD-PARTY COSTS PLUS 20% , OR (2) TERMINATE THIS AGREEMENT "FOR CAUSE", WITH NO REFUND OF ANY PAYMENTS MADE AND DUE TO DISTRICT FOR PAUSE OF THE SERVICES OR TERMINATION OF THIS AGREEMENT..

C. **Present Condition of the Facilities**. Prior to the Effective Date, Service Provider will be granted full access to examine the Facilities and accept them in their present condition unless Service Provider provides in writing to District (as per Section 21) what items must be fixed by District in order for Service Provider to deliver the Services. Service Provider agrees to assume full responsibility for any damage to the Facilities arising as a direct result of Service Provider's delivery of the Services. Service Provider shall reimburse School for all reasonable costs incurred

in the repair or restoration of any damage to the Facilities resulting from Service Provider's delivery of the Services. Service Provider's delivery of the Services shall not constitute a "use" of the Facilities by Service Provider for purposes of the School's qualification for exemption from property tax under Revenue and Taxation Code Section 214.

D. **Cleaning.** Service Provider staff are responsible for cleaning and maintaining in good order the portion of the Facilities used by Service Provider to provide the Services. The District shall provide daily bathroom cleaning, stock required supplies (e.g., toilet paper, paper towels, soap), and conduct the District's regularly scheduled trash pick-up.

7. Conflict of Interest. Service Provider warrants that no District employee, or immediate family member of a District employee, owns or holds any substantial financial interest in the Service Provider, except where such ownership or interest consists of securities in a publicly-traded company.

8. Intellectual Property Ownership and Marks. In no event shall either Party alter, remove, obscure, erase, deface, or hide from view any copyright, trademark, or other proprietary rights notice of the other Party contained on or incorporated into any deliverable provided hereunder. District and Service Provider acknowledge that title to all intellectual property rights, including patent, copyright, trademark, and trade secret rights in products and materials developed and provided to the other Party (including any modifications, enhancements, versions, releases, or correction levels to those products and materials) shall remain exclusively with the Party providing such product and materials. A Party does not, by this Agreement, transfer or assign any of its intellectual property rights to the other Party. By and between the Parties, District acknowledges that Services are the intellectual property of Service Provider.

9. Use of Student Data. Each Party understands and agrees that, in connection with this Agreement, the Party may have access to proprietary or confidential information which may be owned or controlled by the other Party and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to that Party. Each Party also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject that Party to civil liability. Consequently, each Party agrees that all information disclosed to that Party by the other Party hereto shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Each Party shall exercise the same standard of care to protect such information as is used to protect its own proprietary or confidential information. Each Party shall comply at all times with the requirements of State and Federal law governing the confidentiality and handling of student records including without limitation the Family Educational Records Privacy Act ("**FERPA**"), and California Education Code sections 49073 and sequential. Each Party shall only access and use confidential student information for the performance of its responsibilities under this Agreement or pursuant to prior written parent consent or other provision of State or Federal law governing confidential student information. The confidentiality provisions of this Agreement shall survive the termination or expiration of this Agreement. The District agrees that Service Provider's business is not a service or application used primarily for K-12 school purposes and is not designed and marketed for K-12 school purposes.

District agrees to provide Service Provider with the following student data in an electronic editable format, solely to enable Service Provider to safely provide the Services:

- Student Full Legal Name
- Grade (Fall 2025)
- Birth Date
- Emergency contact(s) name(s) and phone number
- Approved student pick-up list (Name and phone number)
- Allergies, medication and other significant health info
- First language spoken

If District is not able to provide the above information, District must have a designated District staff person available on campus during Program Operating Hours who is readily available in case of emergency.

If the above listed information cannot be provided by the District, and/or the District cannot provide a designated District staff person on campus during Program Operating Hours as required above, the District will hold 100% of any and all liability,including any legal and defense costs incurred by Service Provider defending itself against any claims, for any issues impacting students arising due to District's inability to fulfill these requirements and such inability by District will be considered by District to be negligence or willful misconduct as noted in Section 19 below .

10. Service Provider Status. This Agreement is a bona fide business-to-business contracting relationship as provided by Labor Code section 2750.3. Service Provider is an independent contractor, not an employee of District. Nothing in this Agreement shall confer upon any officer, director, employee, Service Provider, contractor, subcontractor, affiliate, volunteer or representative of Service Provider any rights or remedies, including any right to employment, as an employee of District. Service Provider and District agree to the following rights consistent with a Service Provider relationship:

1. Service Provider has the right to perform Services for others during the Term.
2. Service Provider has the sole right to control and direct the means, manner and method by which the Services will be performed to the extent the provision of Service Provider's Services are consistent with the responsibilities set forth herein.
3. Service Provider has the right to hire assistants as subcontractors, or to use employees to provide the Services.
4. Service Provider or Service Provider's employees or subcontractors shall perform the Services; District shall not hire, supervise or pay any assistants to help Service Provider.
5. Neither Service Provider nor Service Provider's employees or subcontractors shall receive any training from District in the skills necessary to perform the Services.
6. District shall not require Service Provider or Service Provider's employees or subcontractors to devote full time to performing the Services.
7. Neither Service Provider nor Service Provider's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of District.

11. Insurance. District shall have no obligation to provide insurance or benefits of any kind for Service Provider, or its business, or any officer, director, employee, subcontractor, volunteer or other representative of Service Provider in any capacity. Service Provider shall procure and maintain during the Term insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services and the results of that work by the Service Provider, and its agents, representatives, employees or subcontractors. The minimum scope and limit of insurance coverage shall be at least as broad as follows:

1. Commercial General Liability with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate for products and completed operations, personal and advertising injury, property damage and bodily injury, including coverage for claims of sexual abuse and molestation.
2. Automobile Liability with limits no less than $1,000,000 for each occurrence, combined single limit for bodily injury and property damage, including owned, hired, and non-owned autos.
3. Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident.
4. The Service Provider shall maintain unemployment insurance for any employees.

District, its officers, directors, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations. Service Provider shall furnish District with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause upon request. All certificates and endorsements are to be received and approved by District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Service Provider's obligation to provide them.

12. Local, State and Federal Taxes. Service Provider shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing Services. District will not:

1. Withhold FICA from Service Provider's payments or make FICA payments on Service Provider's behalf;
2. Make state or federal unemployment compensation contributions on Service Provider's behalf; or
3. Withhold state or federal income tax from Service Provider's payments.

Service Provider shall be solely responsible for the reporting and payment of any federal, state and/or local income tax or other withholdings on the compensation provided for the Services on behalf of Service Provider and any officer, director, employee, Service Provider, contractor, subcontractor, affiliate, volunteer or representative of Service Provider. District shall have no duty to defend or indemnify Service Provider against any tax claim or assessment associated with any payments under this Agreement. Service Provider shall cooperate in the defense of any tax claims brought against District associated with any such payments.

If Service Provider is required to pay any federal, state or local sales, use, or value added taxes based on the Services, the taxes shall be separately billed to District. Service Provider shall not charge any interest or penalties incurred due to late payment or nonpayment of any taxes by District.

14. Confidentiality. Both Parties acknowledge that during the Term, it (the "Receiving Party") will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the other party (the "Disclosing Party") and/or used by the Disclosing Party in connection with the operation of its business including, without limitation, the Disclosing Party's business and product processes, staff, curriculum, materials procurement and kitting, methods, pupil/personnel record information, accounts and procedures ("Confidential Information"). The Receiving Party shall at all times, both during and after the Term, hold in the strictest confidence, and not publish, or to disclose to any other person, firm, business entity, organization, or any other party, without prior written authorization from the Disclosing Party, any Confidential Information. The Receiving Party may only use the Disclosing Party's Confidential Information during the Term and only as needed to perform its obligations under this Agreement.

15. Compliance with Law. Both Parties shall comply with all applicable laws for purposes of this Agreement, including, but not limited to, wage and hour (state and federal), paid sick leave, employment-related laws, workers' compensation, and all laws relating to the use of Service Provider's agents (such as hiring, termination, compensation, leaves of absence, benefits, and health and safety, including OSHA and Cal/OSHA). Both Parties and its agents, if any, shall comply with all applicable laws regarding negligence, safety, theft, and property when performing its obligations under this Agreement. Neither Party shall incur any liability with regard to any violation of applicable law by the other Party or its agents.

16. Exclusive Agreement. This Agreement (including its attachments incorporated by reference) is the

entire agreement between Service Provider and District with respect to the subject matter herein. All previous agreements between the Parties, if any, whether written or oral, are merged herein and superseded hereby.

17. Amendments. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both Parties. No modification of this Agreement shall be binding unless in writing and expressing an intent to modify the Agreement and signed by both Parties.

18. Limited Liability. This provision allocates the risks under this Agreement between Service Provider and District. Service Provider's pricing reflects the allocation of risk and limitation of liability specified below. Each Party shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of such Party or its employees or agents while on District's premises to the extent such actions or omissions were not caused by the other Party. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHERS LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

19. Indemnification. Service Provider will defend, indemnify and hold District and its directors, officers, employees, agents, and assigns harmless against all third party claims, liabilities, losses, damages, and expenses, including, but not limited to, claims arising from death or personal injury, attorneys' fees and taxes and insurance contributions for which the Service Provider has responsibility plus penalties and interest, which may arise directly or indirectly from (i) any breach by the Service Provider of this Agreement; (ii) any other act or omission by the Service Provider; (iii) any claims to the effect that the Service Provider's deliverables violate the intellectual property rights of any third parties; (iv) any claims by employees, Service Providers, contractors, subcontractors, affiliates, volunteers, representatives, suppliers, creditors or other persons in a relationship with the Service Provider; or (v) any claims relating to taxes and withholdings, insurance contributions, workers' compensation law, or other laws applicable to the Service Provider. The defense, indemnity, and hold harmless obligations in this Section 19 shall survive the termination or expiration of this Agreement.

District will defend, indemnify and hold Service Provider and its directors, officers, employees, agents, and assigns harmless against all third party claims, liabilities, losses, damages, and expenses, including, but not limited to, claims arising from death or personal injury, attorneys' fees, and taxes and insurance contributions for which the District has responsibility plus penalties and interest, which may arise directly or indirectly from (i) any breach by District of this Agreement; (ii) any other act or omission by District; (iii) any claims to the effect that District violated the intellectual property rights of any third parties; (iv) any claims by employees, Service Providers, contractors, subcontractors, affiliates, volunteers, representatives, suppliers, creditors, or other persons in a relationship with District; or (v) any claims relating to taxes and withholdings, insurance contributions, workers' compensation law, or other laws applicable to the District. The defense, indemnity, and hold harmless obligations in this Section 19 shall survive the termination or expiration of this Agreement.

Notwithstanding the above, each Party shall not be required to defend, indemnify, or hold harmless the other Party for any liability caused by or resulting from the negligence or willful misconduct of the other Party.

20. Force Majeure. As used in this Agreement, a "**Force Majeure Event**" shall mean any act or event, whether foreseen or unforeseen, that (a) prevents a Party (the "**Non-Performing Party**"), in whole or in part, from (i) performing its obligations under this Agreement; or (ii) satisfying any conditions to the performing Party's obligations under this Agreement; and (b) is an act or event beyond the reasonable

control of and not the fault of the Non-Performing Party; and (c) is an act or event for which the Non-Performing Party has been unable to avoid or overcome by the exercise of due diligence. Acts or events that shall be defined as meeting the requirements of a Force Majeure Event shall include, but not be limited to, the following and/or threat of any of these: acts of God, accident, war, terrorist act, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, hurricane, typhoon, tornado, or other natural catastrophes, explosion, fire, riot, national strikes, or other civil disturbance, epidemic, pandemic, disease, quarantine, civil commotion, measures of government authority (whether federal, state, local or foreign - includes acts, omissions, and/or restrictions, changes in laws, regulations, including but not limited to allocation regulations, ordinances, or orders affecting stay at home, shelter in place orders, government shutdowns, substantial interruption to travel, supply chains and other economic issues caused by these actions), and any act or occurrence creating a potentially significant risk to the health or safety of students, schools and staff. The foregoing list of Force Majeure Events set forth in this Section shall not be deemed exhaustive.

Any of the foregoing Force Majeure Events arise, the Non-Performing Party shall be excused from whatever performance is prevented by the Force Majeure Event to the extent so prevented. If the Force Majeure Event continues for a period greater than two (2) weeks, either Party may terminate this Agreement without further liability. Except for any Non-Refundable Deposits, upon such termination, the Service Provider shall immediately reimburse District for Services paid for but not yet rendered and District will not be required to make any future payments.

21. Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows: (a) When delivered personally to the recipient's address as stated on this Agreement; (b) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement; or (c) when sent by email to the recipient by use of the email address known to the person giving notice stated below.

If to Service Provider: Attn: Michael Wiggin, CFO 548 Market St. PMB 38374 San Francisco, CA 94104 mwiggin@galileo-learning.com 800.854.3684 Designated Program Manager: Name: Andrew Roselo email: aroselo@galileo-learning.com	If to District: Attn: Dr. Kiela Jimenez, Director of State and Federal Programs 2930 Gay Ave, San Jose, CA 95127 kiela.jimenez@arusd.org 408-928-6935 Maria Ruvalcaba maria.ruvalcaba@arusd.org

22. No Partnership. This Agreement does not create and shall not be interpreted or construed as creating an agency relationship, or establishing a partnership relationship or joint venture, between the Parties. Neither Party has authority to enter into contracts on the other Party's behalf.

23. Interpretation and Opportunity to Counsel. In the event of a controversy or dispute between the Parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The Parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

24. Applicable Law. This Agreement will be governed by the laws of the State of Delaware.

25. No Assignment. Except as part of a merger or sale of a majority of its stock or assets, neither Party shall have the right to assign this Agreement, or any rights or obligations hereunder, without the consent of the other Party.

26. Severability. The Parties agree that this Agreement is severable and that in the event any provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired. Additionally, the Parties expressly grant to any jurisdictional entity interpreting this Agreement the power and authority to modify the terms of this Agreement to the extent necessary to allow enforcement of this Agreement to the fullest extent allowed by law.

27. Waivers. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver of any provision of this Agreement shall be binding on the Parties unless it is executed in writing by the Party making the waiver.

28. Authority. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of their respective legal entities.

29. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, email, DocuSign, scanned or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

Attachment A

Services

Service Provider agrees to design, manage, and operate a summer enrichment program exclusively for students enrolled at District (the "Program").

Service Provider will provide the Program at 2 district school sites of the district's choosing.

The Program shall:

- February 1st Galileo will start proactively hiring for camp positions
- Starts – June 9th to July 3rd
- Operate for 4 weeks, from June 9th to July 3rd ("Last Day of Camp")
- Operate for up to 9 hours per day
- Serve up to 125 students per week
- Camp will be closed on 6/19/2025

1. District Funding Requirements:
   1. In accordance with ELOP requirements:
      Program will provide a site coordinator and staff required to meet the 1:20 staff-to-participant ratio (1:10 for Kinder)
   2. Service Provider is not responsible for and cannot determine student eligibility to attend Program

2. Program management responsibilities include, but are not limited to, the following:
   1. Recruit, screen and hire all staff
   2. Conduct criminal background clearance determination and TB clearance. Train Program staff on mandated reporting expectations and procedures
   4. Follow all District school site rules and procedures and maintain a standard of professionalism consistent with the expectations of District

3. Program hours of operation for each School Site will be as follows:
   1. School Site 1 - [8:00am - 5:00pm PT]
   2. School Site 2 - [8:00am - 5:00pm PT]

PAYMENT NOTE - any change to the above hours must be agreed in writing between the Parties Any reduction in Program hours and/or student count (per Attachment B) will not result in rate reduction as agreed in Attachment B. Any increase in Program hours and/or student count will result in rate increase from what is noted in Attachment B and will be agreed in writing prior to such increase by an Agreement addendum.

"Set-Up Days" - Service Provider will require access to all Facilities for 3 business days on June 6 - June 8 to set-up its materials in order to deliver the Services.

3. Facility Address Confirmation:

Program Site Address(es) will be confirmed and shared with Service Provider within 90 days of first Set Up Day

4. Supply Delivery and Storage of Supply Container:
Service Provider will require access to a secure area on campus to deliver both the supply pallets and supply container the week before or during the week of week of the "Set Up Days"

    1. Supply Delivery:
    - Service Provider will require a District/Site point of contact, phone number, and delivery location via truck who will receive the supply pallets on agreed date and time before the first set up day
    - Service Provider will require a secure area outdoors on campus to deliver a storage container via truck to be utilized and accessed by Program Staff for duration of Program.
    2. Supply Container Pick Up:
    - Service Provider will require a District point of contact on each designated site who will receive phone calls and be available to open locked gates for container pick up via truck on agreed upon date after end of Program.

6. Student Participant Rosters

If District is responsible for providing Program with student participant rosters:

- Roster of participants will be provided within 15 days of the first day of Program.

PAYMENT NOTE - Any changes following such date may result in increase in cost of services

7. Designated Rooms and Use for Service Provider:
The Service Provider shall operate in designated spaces provided by the District for the exclusive use of the Service Provider's Program from first Set up Day to last day of Program. These spaces include, but are not limited to:

1. Activity Classrooms: Specific classrooms where camp activities will take place shall not be shared with other programs or co-located organizations.
2. Staff Office & Lounge: A designated space for camp staff to conduct administrative duties and take breaks. This space is for the exclusive use of the Service Provider's staff and must be kept secure at all times.

While Galileo, as a summer camp provider, may be needed to assist District in facilitating nutrition and transportation services offered by District (the "District Services"), Galileo is not liable for the District Services. District remains solely responsible for the provision of District Services and any issues arising from District Services will be directed to the District.

Attachment A.1
Co-Location and/or Shared Services and Responsibilities with External Organizations

Shared Program Responsibilities

1. **Split Program Day**
    - District's Responsibility for Roster Accuracy:
        - The District shall provide the Service Provider with an accurate, up-to-date editable electronic (e.g., excel, google sheets, editable pdf) daily roster of participants who are transitioning from other District on-site programs (including but not limited to Summer School, or arriving via District provided transportation) to the Service Provider's camp. The roster must contain the student information required by and made available to Service Provider as outlined in Section 9.

2. Pick-Up/Drop-Off Administered by the District or External Organization:
    - Clause A - District Responsibility for Pick-Up/Drop-Off:
        - The District is responsible for verifying that only authorized individuals, as indicated on the approved pick-up list, are allowed to collect student participants. Any discrepancies or safety concerns must be immediately communicated to the Service Provider who can, if requested by District, contact the impacted student's emergency contact. The District assumes full liability for any incidents arising from errors in pick-up/drop-off procedures.

    - Clause B - External Organization's Responsibility for Pick-Up/Drop-Off:
        - If pick-up/drop-off is managed by an external organization (e.g., third-party afterschool programs), that organization is solely responsible for ensuring that participants are released to approved parents or guardians. The Service Provider holds no liability for any issues arising from pick-up/drop-off conducted by external organizations.
        - External Organization shall provide the Service Provider with an accurate, up-to-date daily roster of dropped off participants. The roster must align with student information required by and made available to Service Provider as outlined in Section 9.

Shared Campus & Facilities

1. Shared Facility Use:
    - For shared spaces such as but not limited to multi-purpose rooms ("MPRs"), cafeterias, and playgrounds, the District shall provide the Service Provider with any shared spaces schedules or designations of shared facility usage at least 90 days prior to the Service Provider's first Set Up Day. Any areas off-limits to the Service Provider's participants and/or Staff must also be clearly communicated in writing no later than Set Up Day.

Attachment B

Rate Schedule

Contract Summary	**# Students(a)**	**Program Weeks**	**Price/Week**	**Fees(b)**
School Site 1	125	4	$390	$195,000
School Site 2	125	4	$390	$195,000
Total Fees	**250**	**4**	**$390**	$390,000

Note (a): Student distribution among sites may vary so long as total number of pupils does not exceed 125 per site per week

Note (b): 45% of the Fees due upon contract signature & 55% due from the first day of camp.
10% of the Total Fee noted above, or $39,000, is the "Non-Refundable Deposit".

10. 1

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: **January 24, 2025**

Subject: **Think Together Inc. - ELOP**

Staff Analysis: Think Together will provide Extended Learning Services Program support for TK-6th grade at Adelante, Hubbard, Linda Vista, McCollam, Russo, Painter, Aptitud, Meyer, Ryan, and Lyndale.

Recommendation: Staff recommends the Board of Trustees approve the increase of $43,554.00 to contract # 257556 to support the additional 10 staff needed to support the additional 80 students. The new proposed contract total is $4,532,570.00.

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

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

To the Board of Trustees:

Recommend Approval

10. 1
Agenda Placement

Meeting: January 30, 2025
Regular Board Meeting

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 257556

Original P.O Amount $_____ Contract Original Amount $4,489,026.00

Vendor Name: Think Together Vendor No. 021410

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
✔ Increase Amount Line Item No.: 2
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$4,489,026.00
Change Order #: 2	$43,544.00
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$4,532,570.00

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
2	060	2600	0	5815	00	1110	1000	020200	360	7392	43,544.00	

1/14/25

1/14/25

Reason for Adjustment:
Please adjust line #2 by $43,544.00 to cover the additional 10 staff needed to support the additional 80 students being added. The new scope shows an additional $180,920.00 is being charged but since the orignial contract amount was over calculated by $137,376.00 we are only requesting a POCO increase of $43,544.00.

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

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

Dr. Kiela Jimenez _____ Director/Program Manager

_____ Procurement Manager

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

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

AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN ALUM ROCK UNION SCHOOL DISTRICT AND THINK TOGETHER

The contract entered into on June 13, 2024, between Alum Rock Union School District and Think Together, for the purpose of providing expanded learning services, is herewith amended on _____, 2024 (the "Effective Date") as follows:

SCOPE OF WORK

The "SCOPE OF WORK" section of the contract is deleted in its entirety and replaced with:

Think Together will provide expanded learning services across 10 school sites as listed below:

- Kindergarten Academies: Think Together will provide Kindergarten Academies services for up to 500 Kindergarten students across 10 school sites for up to six hours per day over 180 program days. Think Together will assign up to 50 Part-time Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 10 students (1:10). Each site will be supervised by an ASES Site Program Manager, supported by an Assistant Site Coordinator.

- Additional Program Leaders: It is agreed that Think Together will increase enrollment in ASES programs to accommodate student participation "slots" for up to 230 students across 10 school sites for up to three and three-quarter hours per day as listed below:
  - 180 Program Days: Think Together will assign up to 15 additional Program Leaders to deliver services to 150 students.
  - 87 Program Days: Think Together will assign up to 10 additional Program Leaders to deliver services to 80 students.

Program Leaders will meet the same minimum qualifications and be subject to the same screening as established in the ASES Services Agreement between ARUESD and Think Together. ARUESD shall provide access to school facilities, including additional classrooms for additional students allocated to a given school site, and outdoor spaces suitable for conducting program activities. ARUESD shall work with the District's nutritional services program to ensure that all students receive a daily nutritious snack.

Think Together will assign Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 20 students (1:20) and a supervision ratio of not more than one staff member to 10 Transitional Kinder/Kinder students (1:10). Each site will be supervised by an ASES Site Program Manager. Think Together will pay for all curricular materials and miscellaneous consumable materials that may be required to deliver the services. Think Together will apply a 15% administrative fee.

PRICING

The "PRICING" section is deleted in its entirety and replaced with:

Alum Rock Union School District shall pay to Think Together a fee of **$4,532,570** (FOUR MILLION, FIVE HUNDRED THIRTY-TWO THOUSAND, FIVE HUNDRED SEVENTY DOLLARS) to deliver the scope of services described above.

Kindergarten Academies – serving up to 500 students

Personnel	
50 Program Leaders	$2,296,000
10 Assistant Site Coordinators	$738,608
1 Quality Assurance Coach	$87,610
Total Personnel	**$3,122,218**
Operating	
Curricula and Supplies	$139,080
Total Operating	**$139,080**
Total Project Cost	**$3,261,298**

Additional Program Leaders – serving up to 230 students

Personnel	
15 Program Leaders (180 days)	$476,175
10 Program Leaders (87 days)	$157,022
Total Personnel	**$633,197**
Operating	
Curricula and Supplies	$46,870
Total Operating	**$46,870**
Total Project Cost	**$680,067**

Total EXLP Project Cost

Kindergarten Academies	$3,261,298
Additional Program Leaders	$680,067
Administrative Fee (15%)	$591,205
Total Project Cost	**$4,532,570**

(All other terms and conditions of the MOU remain intact.)

11.1

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: January 6, 2025

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated January 30, 2025.

Recommendation: Staff recommends approval for acceptance of these donations.

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

To the Board of Trustees: Meeting: January 30, 2025
Regular Board Meeting

Recommend Approval

11.1

Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
January 30, 2025

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Hillcresters	Materials & Supplies	$ 1,000.00	Adelante Academy
Santa Clara County Office of Ed	Materials & Supplies	$ 2,500.00	Aptitud Academy at Goss
CAF Charities Aid Foundation America c/o CyberGrants LLC	Materials & Supplies	$ 1,000.00	Cassell Elementary
Shutterfly, LLC	Materials & Supplies	$ 148.19	Lyndale Elementary
M.C.A. & Associates, Inc.	Materials & Supplies	$ 800.48	Ocala STEAM Academy
Santa Clara County Office of Ed	Materials & Supplies	$ 3,000.00	Ocala STEAM Academy – ArtsED Connect Educator Grant
Synopsys Silicon Valley Science & Technology Outreach Foundation	Materials & Supplies	$16,000.00	Renaissance Academy
O'Neill Sea Odyssey	Materials & Supplies	$ 1,850.00	Sheppard Middle
Santa Clara County Office of Ed	Materials & Supplies	$ 3,000.00	Sheppard Middle

Adelante Dual Language Academy

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

To: German Cerda, Superintendent

Honorable Board Members

From: Adelante I

Re: Donation

Date: 12/2/24

Please accept the following donation from Check Donation
TOTAL: $1,000

Donor's Information:

NAME: Kathy Elliot, Hillcresters Treasurer
1360 Wildman Drive
San Jose, CA 95127

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

Jasmin Sylvester, Vice Principal

12/19/24

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:

Santa Clara Office of Education **$2,500.00** **Check #: 90212598**

This donation will be used to fund school field trips.

Please deposit into account:
060-9010-0-4300-00-1110-1000-000000-120-2110

Sincerely,

Suyen Jimenez
Principal

Sylvia Cassell Elementary School

BUSINESS OFFICE
JAN 10 2025 PM 5:3

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

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

January 08, 2025

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

Dear Board of Trustees:

Please accept the following donation for the Board approval and deposit it into our donation account.

Company /Sponsor(s) name	Amount
CAF Charities Aid Foundation America % CyberGrants LLC	$1000.00

For Mrs. Kaur room D3 to use for materials and Supplies

We would like to thank CAF Charities Aid Foundation America % CyberGrants LLC for donating and supporting our students.

Sincerly,

Alecia Kelley

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

December 4, 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:
Shutterfly, LLC	148.19	Materials and Supplies
Total Amount of Donations:	**$148.19**	

Sincerely,

Kasturi Basu, Principal

OCALA STEAM Academy

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

Principal - Sharon Brown
Vice Principal - Adam Stickles

12/3/2024

Dear members of the Board of Trustees:

Please accept a fundraiser check in the amount of **$800.48** for Mr Flores Ocala STEAM Academy band program.

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

Sincerely,

Sharon Brown
Principal
Ocala STEAM Academy

Ocala STEAM Academy

2800 Ocala Avenue, San Jose CA 95148
408-928-8350
Sharon Brown - Principal
Adam Stickles - Assistant Principal

01/07/2025

BUSINESS OFFICE
JAN 8 2025 PM3:39

Dear members of the Board of Trustees:

Ocala teacher Ms Cristina Bustamante received a grant from ArtsEdConnect Educator Grant program in the amount of $3000.00 payable to Ocala STEAM Academy.

The money should be deposited in the Donations Program of Ocala STEAM Academy.

Sincerely,

Sharon M. Brown

Sharon Brown
Principal
Ocala STEAM Academy

Renaissance Academy
of Arts, Sciences, and Social Justice

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

December 17, 2024

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

Dear Board of Trustees:

Please accept the following donation for Board approval:

Company/Sponsor(s) Name	Amount	To be used to pay for:
Synopsys Silicon Valley Science & Technology Outreach Foundation	$16,000	to pay for Field Trip Transportation and Admissions, STEM Materials and Supplies & STEM events is to encourage STEM learning/identity in our students and community as well as student leadership.

Total Amount of Donations: $16,000
Please credit account: 060-9010-0-8698-00-1110-1000-000000-290-2110

We thank Synopsys Silicon Valley Science & Technology Outreach Foundation for supporting our students with the tools to ensure a successful educational experience at Renaissance Academy.

Sincerely,

Doug Kleinhenz, Principal
Primavera Hernandez, Assistant Principal

VERIZON INNOVATIVE LEARNING SCHOOLS

New Tech Network



January 8, 2025

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

From: Jennifer Doherty, Principal
Re: Monetary Donations to Sheppard Middle School

Please accept the following $1850.00 donation from O'Neill Sea Odyssey to be used toward Sheppard's instructional program including, integrating technology, professional development, staff activities that build capacity for shared leadership, community connections and events, student events, students, staff and family recognition.

Please deposit into the donation account 06 2110 0 4300 00 1110 1000 0000000 170 2110.

Thank you in advance for your approval.

Jennifer Doherty
Principal, Sheppard Middle School

VERIZON INNOVATIVE LEARNING SCHOOLS

NewTech Network

SHERIDAN MIDDLE SCHOOL
SMS
TROJAN PRIDE

January 8, 2025

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

From: Jennifer Doherty, Principal
Re: Monetary Donations to Sheppard Middle School

Please accept the following $3000.00 donation from Santa Count Office of Education to be used toward Sheppard's instructional program including, integrating technology, professional development, staff activities that build capacity for shared leadership, community connections and events, student events, students, staff and family recognition.

Please deposit into the donation account 06 2110 0 4300 00 1110 1000 0000000 170 2110.

Thank you in advance for your approval.

Jennifer Doherty
Principal, Sheppard Middle School

11.2

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: **January 30, 2025**

Subject: **Approve/Ratify Notices of Employment and Changes of Status/Jan 30, 2025**

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 CT Title: Asst. Superintendent, Human Resources

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

To the Board of Trustees: Meeting: January 30, 2025
Regular Board Meeting

Recommend Approval

11.2
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

CLASSIFIED PERSONNEL – January 30, 2025

CLASSIFIED OFFERS OF EMPLOYMENT:

I.	**Retirement:**		
	1. Salinas, Rita M	Child Nutrition Assistant II/LUCHA	02/04/2025
	2. Villalobos, Johnny	Maintenance Worker III/Facilities	01/22/2025
II.	**Termination – Probation Period:**		
	1. Murillo, Jaime	Child Nutrition Assistant I/Ocala	01/22/2025

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
January 30, 2025

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hire-Substitute Teacher:

1.	Bellini, Adriana	01/21/2025
2.	Franco Gonzalez, Sergio	01/21/2025
3.	Regla Gonzalez, Luz Elena	01/21/2025
4.	Vu, Anh	01/21/2025

II. Substitute Residential Teacher Contracts:

1.	Cerna Anaya, Estefani	01/06/2025-01/24/2025
2.	Chaves, Israel	01/06/2025-01/24/2025
3.	Faines, Anna Lynn	01/06/2025-01/24/2025
4.	Fenstermaker, Andrew	01/06/2025-01/24/2025
5.	Garcia-Flores, Edie	01/06/2025-01/24/2025
6.	Martinez, Paulina	01/06/2025-01/24/2025
7.	Moncada, Hector	01/06/2025-01/24/2025
8.	Morquecho, Leticia	01/06/2025-01/24/2025
9.	Perez, Irvin	01/06/2025-01/24/2025
10.	Saavedra, Noe	01/06/2025-01/24/2025

III. Contracts:

1.	Nakamoto, Ken	Festival Adjudicator/V.A.P.A. Programs Dept.	02/14/2025-06/30/2025

CERTIFICATED CHANGES OF STATUS:

IV. End of Temporary Contract 6/30/2025:

1.	Barajas Diaz, Leticia	RSP/George Middle School
2.	Bun, Sarah	TK/LUCHA Academy
3.	Freitas, Michael	P.E./Aptitutd Community at Goss
4.	Kalinawan, Karen	1/Cassell Elementary
5.	Katz, Ashley	Theater Arts/V.A.P.A. Programs
6.	Lai, Helen	4/Cureton Elementary
7.	Nguyen, Kim	3/LUCHA Academy
8.	Oros, Elisa	2/Cassell Elementary
9.	Solis Reyes, Juan	1/Adelante Academy II
10.	Tapia, Mariah	Social Science/Renaissance Academy I
11.	Taylor, Jamil	Core/George Middle School
12.	Wegner, Ashley	4/5 Combo/Cassell Elementary
13.	Sullivan, Kimberly	Music/V.A.P.A. Programs
14.	Ruzon, Lesley	Dance/V.A.P.A. Programs

V. End of Temporary Contract – Non Reelect 6/30/2025

1. Kieu, Vicki	4/Russo McEntee Academy	
2. Lyell, David	Core/Hubbard Media Arts Academy	

VI. Certificated Administrative Changes:

1. Brown, Latoya	San Antonio/LUCHA	07/01/2025
2. Hernandez, Primavera	Sheppard Middle School	07/01/2025
3. Michel, Rene	Hubbard Media Arts Academy	07/01/2025

VII. Ed Code 44861:

1. Jimenez, Suyen

EC 44861 allows a credentialed teacher to substitute as a principal for up to five months if the teacher's credential is for the same grade as the school to be administered. The employing agency determines the definition of "emergency" for this section.

This option is limited to a substitute principal only.

A substitute principal holding a valid teacher's credential of the same grade as the school to be administered may be employed without meeting the requirements of Section 44860 to meet an emergency for not more than five months of any school year.

11.3

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: January 30, 2025
Regular Board Meeting

Information Only

11.3
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Master Enrollment

as of Jan 17, 2025 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	64	52	56	52	66	51	57	46	52	514	0	514	0	514
Adelante 2 K-8	1	19	39	44	45	40	50	41	43	28	14	364	0	364	0	364
Aptitud K-8	0	14	30	29	26	39	48	42	55	44	54	381	8	389	1	390
Cassell ES	3	18	47	28	32	45	38	38	0	0	0	249	28	277	0	277
Chavez ELC	2	22	32	0	0	0	0	0	0	0	0	56	3	59	14	73
Cureton ES	0	21	26	32	36	39	40	37	0	0	0	231	22	253	0	253
Dorsa ES	5	14	37	31	36	46	48	46	0	0	0	263	21	284	0	284
Hubbard K-8	0	17	41	40	39	40	49	45	40	60	51	422	3	425	6	431
Linda Vista ES	1	31	53	59	67	73	76	59	0	0	0	419	23	442	8	450
LUCHA ES	0	13	22	34	36	32	37	47	0	0	0	221	0	221	0	221
Lyndale ES	2	15	36	31	46	47	41	37	0	0	0	255	20	275	23	298
McCollam ES	2	17	43	53	47	58	55	64	0	0	0	339	40	379	1	380
Meyer ES	0	13	28	34	34	38	33	45	0	0	0	225	20	245	8	253
Painter ES	6	40	50	61	50	54	51	46	0	0	0	358	0	358	1	359
Russo McEntee ES	2	21	36	40	50	44	46	49	0	0	0	288	41	329	0	329
Ryan ES	1	9	32	32	26	39	46	50	0	0	0	235	13	248	0	248
San Antonio ES	0	13	29	51	57	46	49	69	0	0	0	314	12	326	0	326
George MS	0	0	0	0	0	0	0	0	121	109	145	375	3	378	0	378
Ocala MS	0	0	0	0	0	0	0	0	90	141	135	366	11	377	0	377
Renaissance 1 MS	0	0	0	0	0	0	0	0	82	124	124	330	19	349	0	349
Renaissance 2 MS	0	0	0	0	0	0	0	0	103	102	106	311	13	324	0	324
Sheppard MS	0	0	0	0	0	0	0	0	139	159	144	442	12	454	0	454
	29	**311**	**645**	**651**	**683**	**732**	**773**	**766**	**730**	**813**	**825**	**6958**	**312**	**7270**	**62**	**7332**

11.4

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 # 32-24/25 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 January 30, 2025.

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: January 30, 2025

Recommend Approval

11.4

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 # 32-24/25
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 30th day of January 2025, 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 _____

Minh Nguyen, 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 January 30, 2025.

_____
German Cerda, Superintendent

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 large metal cabinets:		
• HR File Cabinet #5	D183AR	
• HR File Cabinet #6	D002AR	
• HR File Cabinet #7	AA217	
• No Label	NONE	
• HR File Cabinet #9	AA222	
• HR File Cabinet #10	D072AR	
• HR File Cabinet #11	AA207	
• HR File Cabinet #12	AA208	

Reason for Disposal: Empty no longer need

School/Location: HR shed

Contact Person: Julie Ueno Le Ext. 6834

Program Manager Signature: [signature] Date: 01/13/25

(Office Use Only)

Check List:
- ___ Work Order completed - Work order #: _____
- ___ Submitted for Board Approval - Board Meeting Date: 1/30/2025
- ___ Entered in Asset Tracking System - Entry Date: _____
- ___ Recycle - Recycled Date _____
- ___ Other: _____

Check Point Threat Extraction secured this document

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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
Wall cabinet with bulletin board	none	

Reason for Disposal: Empty no longer need

School/Location: HR Department room #112

Contact Person: Julie Ueno Le Ext. 6834

Program Manager Signature: [signature] Date: 01/13/25

(Office Use Only)

Check List:
- ____ Work Order completed - Work order #: _____
- ____ Submitted for Board Approval - Board Meeting Date: 1/30/2025
- ____ Entered in Asset Tracking System - Entry Date: _____
- ____ Recycle - Recycled Date: _____
- ____ Other: _____

11.5

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: **January 30, 2025**

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

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

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

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

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

To the Board of Trustees: Meeting: January 30, 2025
Regular Board Meeting

Recommend Approval

11.5
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Human Resources Cesar Torrico	07/01/2022- 06/30/2025	Teach for America	$15,000.00	Contract Adjustment: CO 247050, Board Approved November 18, 2021. Original Contract Amount $30,000.00. Original Term Dates 07/01/2022 through 06/30/2024. New Term Dates 07/01/2022 through 06/30/2025. Ratification of original term dates to reflect dates on the original contract. Funding: General
Lyndale Kasturi Basu	01/31/2025- 06/30/2025	Lore LLC DBA: Challenge Island	$750.00	Challenge Island will be working with some of Lyndale classes and the student's parents. Students will be learning how to mix primary colors to make secondary colors using slime. Students will also be learning about shapes and measurements. Funding; Restricted
State and Federal Dr. Kiela Jimenez	01/31/2025- 06/30/2025	Jose Valdes Math Foundation	$33,535.00	The JVMF Access to Learning Tutoring Program is designed for students currently in grades 3 to 7 who do not meet or nearly meet math standards, as determined by the State of California. The JVMF Access to Learning Tutoring Program will be conducted at up to three (3) DISTRICT-designated campus sites. Funding: Restricted
State and Federal Dr. Kiela Jimenez	01/31/2025- 06/30/2025	Think Together Inc.	$31,749.00	Think Together Inc. will provide Extended Learning Opportunities Program support at one school site for non-instructional day services for 150 students. Service will be for up to five hours February 18-20, March 1, 8, 15 and 22 and up to nine hours on April 5. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

State and Federal Dr. Kiela Jimenez	01/31/2025- 06/30/2025	YMCA of Silicon Valley – ELOP Holiday Break Camp	$18,000.00	YMCA will provide Holiday Break Camp engaging up to 40 students. Providing the following components: Arts, Science, Engineering, Tech, Physical Activity, Health & Nutrition, SEL, for 40 minute Safety lessons & one recreation swimming lesson. Funding: Restricted
Technology Services Brett Littrell	01/31/2025- 06/30/2025	Active Internet Technologies DBA: Finalsite	$35,000.00	Finalsite will provide an overhaul of the website due to the consolidation of schools and a more concentrated effort to market the school district better. They offer a custom-designed website solution with a default project plan duration of 23 to 28 weeks, covering software enablement, design implementation, and warranty/launch. It will also provide a school template that allows schools within the district to have individualized sites using their logo, colors, fonts, imagery, and content. Funding: Restricted

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 247050

Original P.O Amount $_____ Contract Original Amount $_____

Vendor Name: Teach for America Vendor No. 04-016896

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 Updated term dates

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	010	0000	0	5815	00	0000	7200	000000	600	5010	$15,000	

1/15/24

Reason for Adjustment:
Update term dates to reflect what is on original contract (page 10). Should be 7/1/22 - 6/30/25.

School/Dept.: Human Resources Requested by: Missy Preiksa

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

_____ Director/Program Manager

_____ Procurement Manager

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

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

DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this "Agreement") is dated September 1, 2021 and is entered into between TEACH FOR AMERICA, INC. ("Teach For America"), a Connecticut non-profit with regional office located at 401 Grand Ave Suite 400 Oakland, CA 94610 and Alum Rock Union School District, a political subdivision of the state of California ("School District") (each individually "a Party" and collectively "the Parties").

RECITALS

WHEREAS, Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems.

WHEREAS, School District seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice.

NOW THEREFORE, School District and Teach For America agree to be bound by the terms and conditions of this Agreement.

AGREEMENT

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:

School District Responsibilities:

A. Hiring Commitment.

i. Teach For America will use its reasonable efforts to provide the number of teacher candidates for employment with School District ("Teachers") (the "Agreed Number"), but Teach For America cannot and does not guarantee its ability to provide the full Agreed Number of Teachers to School District. Failure to provide the Agreed Number of Teachers for any academic year shall not constitute a breach of this agreement. In the event that Teach For America

supplies the School District with any Teachers above the Agreed Number, School District agrees to pay the fee for each additional Teacher. Each cohort of Teachers employed pursuant to this clause is in addition to the Teachers from prior cohorts.

a. 0-6 teachers for the 2022-2023 academic school year.
b. 0-6 teachers for the 2023-2024 academic school year.
c. For additional detail on the Agreed Number, please see **Exhibit A.**

ii. Whether or not Teach For America is able to provide the full Agreed Number, School District shall consider for hire each Teacher provided by Teach For America who meets the district eligibility requirements.

iii. Any Teach For America Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource or teacher's aide positions.

iv. Teach For America Teachers will be hired by School District for vacancies across the full range of grades and subject matters and not restricted or limited to so-called "critical" or "shortage" subjects or grade level vacancies. School District agrees that Teach For America Teachers will not provide any religious instruction.

v. To the extent reasonably practicable, School District will employ two or more Teachers per individual Partner School.

vi. School District and Teach For America shall collaborate in good faith to identify individual schools within School District appropriate for Teachers. School District agrees that it will not place Teach For America Teachers at any for-profit schools within its district.

B. Hiring Process.

i. School District and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District's established District hiring practices.

ii. School District shall use its reasonable efforts to hire Teachers in a timely manner throughout the preceding spring and summer. School District shall employ Teachers no later than the first day of the academic school year. School District agrees that where possible, Teach For America shall be informed of individual Teacher's grade and subject level assignments prior to the start of their Pre-Service Training (as defined below).

iii. Subject to its obligations under pre-existing collective bargaining agreements, contracts, or applicable law, School District will offer alternative employment to any Teacher who is not employed by the first day of the academic school year. "Alternative employment" includes, but is not limited to substitute teaching positions, "pool" teaching positions, classroom aides or other temporary category of employment available within School to individuals with teaching credentials. The purpose of an alternative employment placement is to provide a salary until such time as School District can secure permanent employment as a full-time classroom teacher of record.

iv. In the event that School District cannot offer alternative employment for whatever reason, School District will pay Teach For America a fee of $200 for each business day that an eligible Teacher is not employed after the first day of school for students, up to forty (40) days. (Teach For America uses such fees to defray the living expenses of unplaced Teachers.)

II. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:

Teach For America Responsibilities:

A. Candidate Recruitment and Selection. Teach For America will utilize its reasonable efforts to recruit, select for participation in the Teach For America program, and present to the School District for employment Teachers from a broad range of academic majors and career fields. Teach For America will use reasonable efforts to recruit Teachers from diverse backgrounds. In connection with the foregoing, Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.

B. Pre-Service Training. Prior to entering the classroom, all Teachers will undergo pre-service training with Teach For America ("Pre-Service Training), in order to prepare Teachers for this work.

C. Certification Status. Teach For America will provide the Pre-Service Training to Teachers presented to School District for the purpose of ensuring that such Teachers meet applicable federal, state and/or local educational standards or requirements such as those set forth in the federal Every Student Succeeds Act and other applicable state certification regulations (together, the "Requirements"). For purposes of this Section, only those Requirements in effect at the time that the Teacher is offered employment by School District will be applicable.

III. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS: School District Responsibilities

A. Employment Status.

i. Every Teacher employed by School District as described in this Agreement shall be a full-time employee of School District with all of the rights, responsibilities and legal protections attendant to that status and not an employee of Teach For America. Nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.

ii. Nothing in this Agreement shall be construed to make Teach For America party to any Teacher employment agreement, permit Teach For America to interfere in the employment relationship between School District and an employed Teacher, or permit Teach For America to function as the representative of any Teacher absent an express agreement among the parties and the Teacher that Teach For America may operate in such capacity in a particular circumstance.

iii. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.

iv. Nothing in this Agreement shall be construed to imply that any Teacher employed by the School District is an agent of Teach For America or has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America.

v. Notwithstanding the foregoing, School District may continue to employ individual Teacher(s) beyond the two-year commitment by mutual agreement between School District and such Teacher(s).

B. Compensation of Teachers. School District shall provide to every Teacher employed by School District pursuant to this Agreement the same salary and benefits as are provided to other teachers employed by School District who are similarly situated under factors routinely used by School District in making such decisions. Notwithstanding the above, Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers per this Agreement.

C. Reductions in Force. Subject to its obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, School District shall use reasonable efforts not to terminate any employed Teacher from their teaching position in the event of a reduction in force (RIF), layoffs, "leveling" or other elimination or consolidation of teaching positions within School District. School District shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights.

D. Compliance with Anti-Harassment and Non-Discrimination Regulations. Teach For America believes all Teachers should be able to work in a safe, inclusive and equitable environments free from all forms of unlawful discrimination based on characteristics or protected status. To that end, School District will provide a copy of their internal harassment policies and/or procedures prior to signing this Agreement. School District acknowledges that not consistently enforcing their policies and procedures constitutes a

breach of this Agreement, and that such judgment is at the sole discretion of Teach For America.

E. Prohibited Activities and AmeriCorps Service Requirements. School District acknowledges that Teachers serving at district schools may be serving as members of AmeriCorps, and as such, are subject to the rules and requirements of AmeriCorps and the Serve America Act and are required to refrain from engaging, directly or indirectly in certain activities while teaching, accumulating service hours towards an education award or otherwise engaging in activities supported by the AmeriCorps program (45 CFR § 2520.65 and 2012 AmeriCorps Provisions IV.D.3). These restrictions pertain to when Teachers are enrolled in the AmeriCorps program and are on the clock at their school, including teaching time, passing and planning periods and professional development sessions. A full list of prohibited activities can be found in attached **Attachment A** but in general, Teachers may not (1) attempt to influence legislation or (2) participate in or endorse political events or activities.

i. School District will not require Teachers to engage in any Prohibited Activities and shall post a list of Prohibited Activities in all locations where Teachers serve, when possible.

ii. School District acknowledges they may be asked to complete AmeriCorps Service Verification forms for Teachers.

iii. For the avoidance of doubt, Teachers may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- CNCS funds.

IV. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS: Teach For America Responsibilities

A. Professional Development and On-Line Data Storage Services.

i. Teach For America shall provide on behalf of School District various professional development services and activities for participating Teachers as

well as on-line data storage services to facilitate such professional development services during the Teachers first two years in the classroom (the "Professional Development Services"). These services may include periodic classroom observations by regional program staff, videotaping/recording of instruction in in-person or virtual spaces with review of instructional technique, co-investigative discussions to facilitate Teacher capacity for self-reflection and evaluation of instructional practice using student achievement data, and content area/grade-level workshops facilitated by veteran teachers. In addition, Teach For America shall facilitate Teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content area/grade level instructional materials. If professional development services must be provided virtually, at Teach For America's discretion, Teach For America shall provide equivalent services to the extent possible. To facilitate provision of these professional development services, Teach For America may provide on-line data storage services, including transfer and storage of identifiable student information on Teach For America's software and servers.

ii. To facilitate provision of the Professional Development Services, School District may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, "Student Records"). Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"), in the course of providing the Professional Development Services, Teach For America is a school official with legitimate educational interests in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).

iii. Teach For America agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA, as permitted by this Agreement and/or otherwise authorized by the School District or by law, and in compliance with the student data privacy requirements contained in the Data Sharing Agreement, a form of which is attached and incorporated hereto as,

Attachment B to this Agreement, and only for the purposes for which disclosure was made.

iv. Teach For America may re-disclose Student Records to third parties pursuant to Teach For America's provision of the Professional Development and Data Storage Services, as provided in 34 C.F.R. § 99.33(b), provided that Teach For America shall, in advance, provide the names of such parties and a brief description of such parties' legitimate educational interest in receiving such information.

v. Pursuant to 34 CFR § 99.7(a)(3)(iii), School District shall include, in its annual notification of rights under FERPA, criteria that qualify Teach For America, in its capacity as a provider of professional development and data storage services, as a school official with a legitimate educational interest.

B. Certification and Credentialing Services.

i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record according to the requirements of the Every Student Succeed Act and applicable state regulations in existence at the time of signature of this agreement..

ii. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill their obligations to maintain their teaching credentials or obtain necessary waiver(s) to remain a classroom teacher of record.

V. GENERAL PROVISIONS

A. Fees-for-Service.

i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing Pre-Service Training and continuing

professional development services to the Teachers employed by School District under this agreement. All payments for fees shall be in the form of check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.

ii. With respect to each Teacher whose employment by School District is to commence in the 2022-2023 academic year, School District shall pay Teach For America an annual amount of $5,000 for each year in which such Teacher is employed by School District as of December 1st for each year under this Agreement up to two years from the date such employment is to commence; and

iii. With respect to each Teacher whose employment by School District is to commence in the 2023-2024 academic year, School District shall pay Teach For America an annual amount of $5,000 for each year in which such Teacher is employed by School District as of December 1st for each year under this Agreement, up to two years from the date such employment is to commence.

B. Non-refund. Teach For America shall have no obligation to refund to School District any amount paid by School District in respect of any Teacher in the event of reductions in force (RIFs), terminations without cause, etc. For the avoidance of doubt, School District will be invoiced fees for each individual Teacher as per the terms of the Invoicing and Payment provision.

C. Invoicing and Payment. Teach For America will invoice School District for all amounts due hereunder with respect to any academic year within thirty (30) days of the date of the invoice, provided that Teach For America's failure to timely do so, will not constitute a waiver of any of Teach For America's rights or constitute a breach by Teach For America. For the avoidance of doubt, School District will be invoiced fees for each of the individual Teacher(s) employed by the School District as of December 1st.

D. Term. The term of this Agreement will cover all Teachers whose employment begins with the School District during the 2022-2023 and 2023-2024 academic years. This Agreement will expire on the last school day of the 2024-2025 academic year.

E. Termination. This Agreement may be terminated as follows:

i. at any time by mutual written agreement of the Parties;

ii. by either Party, upon thirty (30) days' prior written notice to the other Party, provided that the terminating Party provides that notice no later than 120 days prior to the end of the current academic year; or

iii. by either Party upon written notice to the other Party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching Party of written notice of such breach from the non-breaching Party.

F. Survivability and Effect of Termination. In the event of the expiration or termination of this Agreement, this agreement shall become void, with the exceptions that Section IIIA-E (School District placement and professional development responsibilities) shall survive and will remain in effect until such time as there are no Teachers employed under this contract. In addition, Sections VG (No Warranty), V.H (Mutual Indemnification), and V.I (Limitation of Liability) shall survive the expiration or termination of this Agreement indefinitely. Additionally, Teach For America will be entitled to all outstanding amounts due up to the date of expiration or termination.

G. No Warranty. School District hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as to the fitness of any Teacher presented or provided by Teach For America and School District shall indemnify and hold harmless the TFA Indemnities (as defined below in the Section related to Mutual Indemnification) from and against any Losses (also defined below in the same Section below) resulting from any claim related to the services provided by Teach For America, including, but not limited to, claims that any

Teacher presented or provided by Teach For America was unfit for the position for which he or she was hired by School District.

H. Mutual Indemnification. Each Party shall indemnify and hold harmless the other party and its officers, directors, employees and agents (the " Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such Indemnitee may become subject arising out of a breach of this Agreement by the indemnifying party, except to the extent such Losses result from the willful misconduct or gross negligence of such Indemnitee.

I. Limitation of Liability. Neither Party nor any of its officers, directors, employees or agents shall be liable to the other Party in connection to this Agreement, except for a Loss resulting from willful misconduct or gross negligence on the part of such Party; provided that in no event any such liability be in excess of the aggregate amount of the value of this Agreement. To the extent permitted by applicable state laws and regulations, neither Party shall have any liability to the other Party with respect to Losses asserted after 6 months of the expiration or termination of this Agreement, whichever is earliest.

J. Surveys. School District acknowledges that Teach For America may survey individual constituents, teachers, etc. at the partner school sites regarding its programming and professional development of Teachers in the classroom.

K. Amendment/Modification/Extension. Any amendment, modification, extension must be in writing and signed by each Party.

L. Counterparts. This Agreement may be executed in any number of counterparts (including by electronic transmission).

M. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of [California],

N. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. Such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

O. Notices. Any notices to either Party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the addresses set forth below or to such other address as that Party may hereafter designate by notice.

DISTRICT CONTACT

Name: _____
Title: _____
Address: San Jose, CA
Email: _____

TEACH FOR AMERICA:

Name: Beatrice Viramontes
Title: Executive Director, TFA
Address: 401 Grand Ave Suite 400
Oakland, CA 94610
Email: Beatrice.Viramontes@teachforamerica.org

With an electronic copy to:

Name: TFA Legal Affairs
Email: LegalAffairs@teachforamerica.org
**Send only notices related to breach of contract and indemnity.*

P. Waiver. A waiver or a breach or default under this Agreement shall not be a waiver of any other subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver unless expressly waived in writing .

Q. Authority. This Agreement supersedes all communications between the parties related to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Lyndale Elementary School (School/Dept.) VENDOR NO. _____

Submitted by: Kasturi Basu

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Lore LLC dba Challenge Island

Address: 1341 Dentwood Dr. City: San Jose State: CA Zip: 95118

Phone: (408) 5071651 Email Address: cramdass@challenge-island.com

SSN: _____ or Fed I.D. #: 83-3102182

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 1, 2025, and will diligently perform as required and complete performance by June 6, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Challenge Island will be working with some of Lyndale classes and the students' parents. Students and their parents will be learning how to mix primary colors to make secondary colors using slime. Students will also be learning about shapes and measurements.

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:** $250.00 per class per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS OFC Initials
060	3010	0	5815	00	1110	1000	000000	030	1190	$750.00	MD 1/23/25

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

SCOPE OF WORK

Name of Company: Lore LLC d/b/a Challenge Island

Project Name: STEAM Field Trip

Project Manager: Candida Ramdass

Prepared By: Candida Ramdass

Date: November 5, 2024

PROJECT BACKGROUND AND DESCRIPTION

Challenge Island is a one of a kind enrichment program on the cutting edge of STEAM education and 21st Century Learning. Our goal is to create collaborative learning experiences using highly engaging curriculum that simultaneously addresses the needs of both the creative, playful child of today and the globally successful adult of the future. Our high interest, curriculum uniquely intertwines STEAM, English Language Arts, Math, Science and Social Studies concepts into one action packed experience for preschool, elementary and middle school students. The Challenge Island curriculum is unique because the students visit Islands and work towards completing Challenges that demonstrate one or more STEAM concepts. **Students will visit one destination on the island for a field trip experience**.

The hands-on opportunities made available in Challenge Island ignite curiosity and spark learning by letting the students experiment with real-world situations, even for students who do not think of themselves as "math and science kids." While working to solve challenges, the students apply engineering principles, Understand, Brainstorm, Build, Test, Improve, Retest, Improve Again, and Share. As a result, the students learn about communication, collaboration, critical thinking, creativity and public speaking. When kids participate in Challenge Island programs, they are preparing for what lies ahead and ensuring that they will be equipped to handle the problems of the future.

TASK AND DATE OF DELIVERY

Date: A date to be confirmed in February 2025

Venue: Lyndale Elementary School,
13901 Nordyke Drive
San Jose CA 95127

Classes: Pre Kindergarten, Transitional Kindergarten and Kindergarten

Number of Participants: 10 students and 10 parents per class

Activity: Slime Party – Students will explore mixing together of primary colors to make secondary colors. They are also be introduced to measurements, use fine motor skills and hand-eye coordination to pour, mix, pull and poke with their fingers.

COST
$250 x 3 classes = $750

REMARKS:
On the selected day and time Challenge Island Staff will introduce the session, provide background and make a connection to the challenge. Students will work with parents, to measure and mix their own slime with the help of classroom aids. Students will mix one color and parents will mix another color, then they will mix both slimes together and get a secondary color. Challenge Island will provide all materials for the project, lead the activity and clean up after the activity.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: Dr. Kiela 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: Jose Valdes Math Foundation (JVMF)

Address: 25 North 14th Street, Suite 900 City: San Jose State: CA Zip: 95122

Phone: (408) 386-0365 Email Address: robert.escobar@josevaldesmath.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 31, 2025, and will diligently perform as required and complete performance by May 30, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
The JVFM Access to Learning Tutoring Program is designed for students currently in ~~grades 3rd to 7th who do not meet or nearly meet math standards, as determined by the~~ State of California. The JVMF Access to Learning Tutoring Program will be conducted at up to three (3) District designated campus sites.

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:** $33,536.00 (describe rate agreement) $20,121.60 on or before January 31, 2025 and remaining $13,414.40 shall be paid on or before May 30, 2025.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	00	1110	1000	020200	360	7392	$33,536.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

VALDÉS MATH
Matemáticas para todos

Memorandum of Agreement
Alum Rock Union Elementary School District and the José Valdés Math Foundation

This Memorandum of Agreement (MOA) establishes the terms and understanding between the Alum Rock Union Elementary School District (DISTRICT) and the José Valdés Math Foundation (JVMF).

A. PURPOSE

Recent studies performed by the State of California reflect a 39% learning gap between low-income students of color as compared to white students. The gap grows to 42% when focused on math competency levels. JVMF strongly believes that being successful in math is the gateway to achieving success in other subjects. JVMF shall provide in-person tutoring sessions to students from low-income families attending schools within the DISTRICT. The purpose of this MOA is to enable participating students to increase their learning and comprehension of mathematics and to increase their individual math skills.

B. SCOPE

The intent of this MOA is to enable the DISTRICT and JVMF to work collaboratively to provide to qualified students, selected by the DISTRICT, the opportunity to receive individual, in-person tutoring sessions via the JVMF Access to Learning Tutoring Program.

Qualified students are those who are members of families who meet federal income/poverty guidelines and who are current or former JVMF students.

The JVMF Access to Learning Tutoring Program is designed for students currently in grades 3 to 7 who do not meet or nearly meet math standards, as determined by the State of California. The JVMF Access to Learning Tutoring Program will be conducted at up to three (3) DISTRICT-designated campus sites beginning Tuesday, February 4, 2025, and ending Thursday, May 22, 2025 (see Attachment--Schedule of In-Person Tutoring Sessions).

Each of our site tutors will provide one-to-one, in-person tutoring to a total of two (2) DISTRICT students per day on selected Tuesdays, Wednesdays, and Thursdays for a total of 14 weeks (42 sessions). Weekly session times are approximately 4:00 pm to 6:30 pm.

The objectives of the JVMF Access to Learning Tutoring Program are:

- To provide each student an individual achievement goal during participation in the program.
- To increase the math proficiency of each participating student.
- To maintain student participation with concurrence by DISTRICT, JVMF, and parents/students.
- To encourage each student to commit to a regular schedule of attendance.
- To release any student who is not demonstrating interest, effort, and/or improvement in performance.

These objectives will be measured through the following metrics:

- JVMF assessment data to be shared with DISTRICT
- DISTRICT assessment data to be shared with JVMF

C. TERMS

DISTRICT shall:

1. Contact parents of selected, qualified students notifying them of their child's acceptance into the JVMF Access to Learning Tutoring Program.
2. Develop and implement a system to register selected, qualified students via the JVMF online registration page(s).
3. Identify, select, recruit, and enroll students to fill **72** tutoring slots throughout the term of the agreement.
4. Make every reasonable effort to ensure tutoring slots are filled, as agreed upon.
5. Provide chromebooks/laptops and/or other appropriate electronic devices to students to facilitate in-person tutoring.
6. Provide the necessary facility/campus space to accommodate each in-person tutoring session, including the necessary supervision by DISTRICT staff.
7. Pay **$33,536.00** for participating students. DISTRICT shall issue JVMF a payment of $20,121.60 on or before Friday, January 31, 2025, which is equal to 60% of the cost of participating students. The remaining $13,414.40 shall be paid to JVMF on or before Friday, May 30, 2025.

JVMF shall:

1. Provide one-to-one, in-person tutoring to two (2) students per day on selected Tuesdays, Wednesdays, and Thursdays to accommodate a total of 72 DISTRICT students per week for a total of 14 weeks (42 sessions).
2. Provide qualified high-school and/or college-level tutors, managed by adult JVMF certificated staff who will provide the supervision of tutors and students at each of the three (3) DISTRICT-designated campus sites.
3. Utilize the "Math 180" digital-math intervention program from Houghton Mifflin Harcourt (HMH) to accelerate participating DISTRICT students toward grade-level proficiency.
4. Schedule in-person tutoring services on an individual basis with concurrence by DISTRICT, JVMF, and parents/students.
5. Recruit students, contact parents, and maintain student participation, with support from DISTRICT.
6. Collaborate directly with school administrators, including counselors and after-school providers, at each DISTRICT-designated campus site to ensure all available slots are filled and to maintain consistent student enrollment.

D. DURATION OF MOA

The term of this MOA is for a period beginning January 31, 2025, through May 30, 2025, and may be extended/renewed upon written mutual agreement.

Either party may terminate this MOA upon thirty (30) days written notice without penalties or liabilities.

MOA Agreed to On _____ / ____ / _____ (Date)

BY:

Robert Escobar

German Cerda, Superintendent Alum Rock Union Elementary School District 2930 Gay Avenue San Jose, CA 95127	Robert Escobar, Executive Director José Valdés Math Foundation 25 North 14th Street, Suite 900 San Jose, CA 95112

Attachment--Schedule of In-Person Tutoring Sessions:

	TUES	WEDS	THUR
FEB	4	5	6
	11	12	13
	25	26	27

	TUES	WEDS	THUR
MAR			
	4	5	6
	11	12	13
	18	19	20
	25	26	27

	TUES	WEDS	THUR
APR	1	2	3
	15	16	17
	22	23	24
	29	30	

	TUES	WEDS	THUR
MAY			1
	6	7	8
	13	14	15
	20	21	22

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: State and Federal (School/Dept.) VENDOR NO. 21410

Submitted by: Dr. Kiela 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: Think Together Inc.

Address: 2101 East Forth Street Ste 200B City: Santa Ana State: CA Zip: 92705

Phone: (714) 543-3807 Email Address: perla.galeno@thinktogether.org

SSN: _____ or Fed I.D. #: rbarth@thinktogether.org

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 18, 2025, and will diligently perform as required and complete performance by April 5, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Think Together Inc. will provide Extended Learning Opportunities Program support at ~~one school site for non-instructional day services for 150 students. Service will be for up~~ to five hours February 18-20, March 1, 8, 15 and 22 and up to nine hours on April 5

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:** $31,749.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	00	1110	1000	020300	360	7392	31,749.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

think TOGETHER

January 16, 2025

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Think Together Non-Instructional Day Services Proposal

Background
Alum Rock Union Elementary School District (ARUESD) has solicited Think Together to provide non-instructional day services during the 2024/2025 school year. This proposal responds to that request.

Scope of Work
Think Together will provide non-instructional day services to 150 students across one school site determined by ARUESD for up to five hours per day over seven program days (February 18-20, March 1, March 8, March 15, and March 22, 2025) and for up to nine hours per day over one program day (April 5, 2025). Think Together will assign eight Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 20 students (1:20), incorporating two "floaters" to help maintain ratios. The site will be supervised by a Site Program Manager. The project will be managed by a Quality Assurance Coach. Think Together will apply a 15% administrative fee.

Pricing
ARUESD will pay Think Together a fee of **$31,749** to deliver the scope of work described above.

Personnel		
10 Program Leaders		$27,608
	Total Personnel	**$27,608**
Operating		
Administrative Fee (15%)		$4,141
	Total Operating	**$4,141**
	Total Project Cost	**$31,749**

2101 East Fourth Street Suite 200B
Santa Ana, CA 92705

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: State and Federal (School/Dept.) VENDOR NO. 013882

Submitted by: Dr. Kiela 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: YMCA of Silicon Valley - ELOP Holiday Break Camp

Address: 80 Saratoga Ave. City: Saratoga State: CA Zip: 95051

Phone: (408) 298-1717 Email Address: angela.rodriguez@ymcasv.org

SSN: _____ or Fed I.D. #: mhaughtey@ymcasv.org

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 17, 2025, and will diligently perform as required and complete performance by ~~February 21~~, 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").
YMCA will provide Holiday Break Camp engaging up to 40 students. Providing the ~~following components: Arts, Science, Engineering, Tech, Physical Activity, Health & Nutrition, SEL, four 40 minute water Safety lessons & one recreation swimming session~~

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

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

☑ b. **Other:** $18,000.00 (describe rate agreement) not to exceed $18,000.00

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	00	1110	1000	020300	360	7382	$18,000.00	1/28/25

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

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA SUMMER ENRICHMENT PROGRAM AGREEMENT

Between YMCA of Silicon Valley and Alum Rock Union School District

Mission:
Our Y is committed to empowering future generations by closing the Opportunity Gap. Our Summer Enrichment Programs surround our youth with developmental opportunities that focus on academic enrichment, strengthening literacy, and instilling 21st Century Learning Skills that provide experiences and access to grow and thrive.

PREAMBLE
The YMCA of Silicon Valley (hereafter "YMCA") and the Alum Rock Union School District (hereafter "School") enter into this Agreement to set forth the terms and conditions upon which they will collaboratively engage in a Summer Enrichment Program to improve the educational success of participants (hereafter, "the Program(s)"). The Program(s) covered under this Agreement is: Holiday Break Camp (Feb 17-21, 2025).

YMCA and Alum Rock Union School District (hereafter "Party" or "Parties") desire to improve educational opportunities for youth in their community and are participating in the Program to achieve that in the end. The Program is part of a national YMCA initiative to develop signature programs that will help improve the academic success of children in low-income environments. Each Party recognizes that the success of the Program is dependent upon full adherence to the following terms and conditions.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Overview

1. YMCA and School agree to work cooperatively and in good faith to achieve the objectives of the Program as outlined below to School by YMCA.

2. The Parties agree to jointly create a collaboration plan that will include:
   a. Meetings, as needed between the school principal (or his/her designee in case of a scheduling conflict) and the YMCA "Program Site Director", to: develop a Program plan, discuss Program progress and updates, discuss teacher/staff observations, share successes, make amendments to the Program plan in response to data collected, and facilitate communication with teachers and parents/guardians/families.
   b. A protocol for emergencies, such as a School closure, student injury/illness, or other unexpected event which interrupts or significantly impacts the provision of programming and services in the School building or on School grounds. The protocol will conform to the Parties' existing emergency protocols and all legal requirements.

c. The development and distribution of public communications such as newsletters, e-mails, reports, and general Program marketing materials. The Parties will comply with all YMCA of the USA ("Y-USA") brand, trademark and advertising requirements related to such materials.

Staff and Student Selection

1. The YMCA Executive Director & Program-Director shall have final authority to hire staff who will deliver Program components and activities aligned to the common core standards.
2. Students will participate in four Safety Around Water Sessions and one recreational swim time.
3. The School District will select 40 students and recommend students to participate in the Program based on following criteria:
   a. At risk of non-proficiency in state standardized tests in reading;
   b. Eligible for free and reduced lunch program
   c. Homeless youth; Foster youth

Data Collection, Disclosure and Storage

1. Collection of Participant and Non-Participant Data.
   a. *Participant Defined*. Any student who is selected based on the criteria set forth above in Paragraph 4 and approved to participate in the Program by the YMCA Program Site Director shall become a participant upon submission of a signed program Release (each, a "Participant"). A student who has not submitted the Program Release cannot be considered a Participant. Instead, that student is considered a "Non-Participant".

   b. *Compliance with FERPA and applicable privacy laws*. The Parties acknowledge that student-level data is critical to analysis of Program metrics. The YMCA agrees to acquire parent/caregiver consent in compliance with the Family Educational Rights and Privacy Act ("FERPA") and any and all applicable state or local laws regarding educational rights and privacy from participants to share certain data between them. Confidential information includes, but is not limited to, the information in subsection 2 below.

   c. Collection of Participant Data.
   School agrees to provide the following participant-specific information to the YMCA:

   - Student attendance data.
   - Data regarding classroom behavior and discipline.
   - Reading scores.

   d. Assistance with Data.
   School also agrees to provide YMCA reasonable access to School staff members familiar with the data for further assessment/analysis of the data.

2. Disclosure of Data.
   a. Disclosure of Participant Data to Y-USA and Other Business Partners.

Pursuant to Education Code § 49076(c) and 34 CFR § 99.31(b), School may share student records or information without the consent of the student's parent or guardian if the records or information are de-identified, which requires the removal of all personally identifiable information. School agrees that all Participant data, with personal identifiers removed (to the extent required by applicable law), may be shared with Y-USA for purposes of analysis and program improvement. Other business partners engaged in analysis of the Program may obtain de-identified information, but solely for purposes of analyzing, improving and reporting on the Program.

School agrees that the YMCA, Y-USA, or then current business partner, engaged in analysis of the Program may report aggregate, de-identified, participant data analysis to the School, which may use them for purposes of improving instruction and the Program.

b. Disclosure to Third Parties
School understands that such data may be referenced in reports to funders, newsletters, or other publications related to the Program; however, no data from individual students that is not de-identified will be reported. Further, individual schools/school districts will not be identified in any reporting and only aggregate, de-identified data will be reported.

Neither Party shall disclose any findings or analysis from non-public data without prior written consent of the other party (and/or any Program Participant, as defined above, as appropriate), other than summary data that does not identify any individual person; such data may include expenditure patterns, and expenditure per pupil or category of pupil.

3. Protection and Security of Stored Data.

YMCA agrees that, other than as necessary with respect to the Program, data will be kept confidential. YMCA agrees to maintain appropriate network and other data security to protect any School student data in its possession. YMCA agrees to notify School as soon as reasonably practicable if it has any reason to believe there has been a breach of data security relevant to the data subject to this Agreement, and any data has been lost, tampered with, or otherwise illegally accessed. All electronic data analysis will be performed on password-protected computers.

YMCA shall maintain the confidentiality and safeguard the analysis of any data gathered as a result of this Agreement, and will not, without the prior consent of School, disclose any findings or analysis derived from non-public information other than: (a) summary data as set forth herein (b) data and analysis of such summary data used to promote the educational and research purposes of the Project or its implications for further work related to the Achievement Gap; and (c) data and findings that have been made publicly available without breaching any of the YMCA's confidentiality obligations.

Program Implementation

1. Holiday Break Camp will run from Feb 17, 2025 through Feb 21, 2025. Program will be held Monday – Friday from 8am – 5pm. School location TBD.
2. Programming:
Engaging up to 40 students in the Holiday Break Camp. Will lead the following components: Arts, Science, Engineering, Tech, Physical Activity, Health & Nutrition, SEL, etc. Students will engage in four 40 minute Safety Around Water lessons and

one recreation swimming session. Transportation to the East Valley Family YMCA is included.

3. School shall make the following spaces available to the YMCA for the Program at the times indicated:
    a. 2 classrooms (more if target numbers are exceeded)
    b. computer lab or cart
    c. cafeteria
    d. outdoor space/grounds
    e. 1 set of restrooms
    f. Other spaces deemed necessary to fulfill the Program requirements and expectations.

4. School shall provide general security and custodial services. Please provide phone number for janitors

5. YMCA shall identify third parties for Program enhancement (music, arts, field trips, etc.) but shall confirm that such third parties are acceptable to School prior to contracting with them.

6. School will provide office space for a full-time YMCA Program Site Director at the School. YMCA or School shall provide a desktop or laptop computer with an internet connection for the office space. School shall also provide either a printer for the office space or the ability for the YMCA Program Site Director to print from the office space. (YMCA Program Site Director must have access to Y-USA knowledge sharing site, Exchange, in order to be able to access Y-USA systems and resources.)

7. School will host site visit observations conducted by YMCA staff and or Y-USA staff to help ensure Program fidelity and for the purposes of quality assurance.

8. YMCA shall provide healthy meals and snacks for each Program participant on a daily basis aligned with Y-USA's Healthy Eating and Physical Activity Eating (HEPA) standards.

9. The Parties shall agree how certain joint costs will be shared between them and except as aforesaid; each Party shall bear its own costs, if any, for execution of its obligations under this Agreement. (The parties shall agree how cost should be shared amongst them if any, for execution of its obligation under this Agreement)

10. If applicable school shall provide training for Y staff on reading programs being used and recommended for the summer.

COVID Protocols

Our YMCA of Silicon Valley Programs are diligent in following the latest California Public Health Department protocols to prevent the spread of the COVID-19 virus. We adhere to all county day camp regulations and requirements. Last, but not least the CDC youth protocols are incorporated into our practice. As an early leader in COVID-19 world operations, our Y has helped informed county, state and national practices for safe and healthy youth operations.

Miscellaneous Provisions

1. This Agreement shall be governed by the laws of the State of California.

2. Each Party shall have responsibility for supervision and compliance of the terms herein by its own employees, contractors, and volunteers.

3. Each Party shall adhere to its applicable policies with respect to Child Abuse Prevention and training in its performance under this Agreement.

4. Each Party shall maintain appropriate insurance for its obligations under this Agreement.

5. YMCA agrees to indemnify and defend School and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of YMCA and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from YMCA's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

6. Alum Rock Union School District agrees to indemnify and defend YMCA and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of District and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from District's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

7. The Parties agree that they are independent of each other and of YMCA of the USA; neither Party shall be deemed an employee, servant, agent, partner or joint venture of the other or of YMCA of the USA.

8. Each Party agrees it has obtained the appropriate authority to enter into this Agreement.

9. For the purpose of executing this Agreement, the Parties hereto agree that a facsimile or electronic (e.g. .pdf) record of this Agreement or other electronic signatures shall serve as original signatures.

10. Notices will be deemed accomplished if sent via U.S. Mail, return receipt requested, fax, electronic email, postage prepaid, or courier service, to the following:

Alum Rock Union School District	YMCA of Silicon Valley
_____	Mary Hoshiko Haughey, COO
2930 Gay Ave	550 S Winchester Blvd #250
San Jose, CA 95127	San Jose, 95128

INSURANCE

Contractor will keep in force and shall cause the LEA to be named as "Additional Insured", at minimum; one million dollars combined single limit liability insurance for bodily injury, property damage and personal injury and all risk legal liability related to the Program.

LEA will keep in force and shall cause the Contractor to be named as "Additional Insured", at minimum; one million dollars combined single limit liability insurance for bodily injury, property damage and personal injury and all risk legal liability related to the Program.

ASSIGNMENT AND TRANSFER

There shall be no assignment of any part of this MOU by LEA or Contractor.

INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the LEA, including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable and verifiable attorney's fees and costs, incurred by the LEA to the extent directly caused by the willful or negligent act or omission of the Contractor, its officers, board of directors, employees or agents, in the Contractor's performance of this MOU.

LEA shall defend, indemnify and hold harmless the Contractor, including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorney's fees and costs, incurred by the Contractor which arise out of or relate to the wrongful, willful, or negligent act or omission of the LEA, its officers, directors, employees or agents, in the LEA's performance of this MOU.

APPLICATION OF LAW

This MOU represents the entire understanding of the Parties and it is under the jurisdiction and subject of the State of California.

TERMINATION OF AGREEMENT

Each Party has the right to terminate this contract if the other Party has materially breached any obligation herein and such breach remains uncured for a period of ten (10) days after written notice thereof is sent to the other Party. Further, either Party may termination this MOU without cause upon thirty (30) days prior written notice.

CONFIDENTIALITY

LEA acknowledges and agrees that all information, work in progress, trade secrets, or other secret or confidential information related to the business or projects of Contractor, as well as student achievement data, demographic data, student medical records and academic records (collectively, "Student Data") constitutes confidential information (collectively, "Confidential Information"). Contractor agrees that all times, both during this MOU and after its termination, Contractor will keep in confidence and trust all such Confidential Information and shall not use, copy, or disclose to any person, firm, or corporation any such Confidential Information. This obligation shall end whenever such information enters the public domain and is no longer confidential or proprietary through no improper action or inaction by either Party. Upon termination or expiration of this MOU, or at any time upon request of LEA, Contractor will return to LEA all Confidential Information in Contractor's possession or control. If data will be provided through an online platform, Contractor shall have controlled access to the data via password, and Contractor shall assume full liability for any access violations which may occur. If Contractor is requested or required by reason of legal requirements or legal proceedings of any nature to disclose any Confidential Information, it shall promptly provide Grantee with notice of the request or requirement. In those cases, Contractor will in good faith consult with LEA and consider and act upon LEA's suggestions concerning the nature, scope, and manner of disclosure, including cooperating with LEA in seeking a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, Contractor is nonetheless legally compelled to disclose Confidential Information, Contractor may disclose only that portion of Confidential Information which its counsel advises is legally required to be disclosed. Contractor recognizes that Student Data is sensitive, and that any misuse of such data by Contractor could be or is a violation of state and federal law. Contractor assumes full responsibility for the use of such Student Data.

FINGERPRINTING SCAN AND TB TEST

Contractor is expected to have contact with LEA's students. Any Contractor, as well as any Contractor-associated personnel who are expected to have contact with students, must have proof of negative TB test and must authorize and undergo a fingerprinting scan via LIVESCAN (or other

state or local authorized entity that provides fingerprinting services). Contractor agrees not to have contact with any student prior to proof of negative TB test and receipt of fingerprinting clearance.

Duration of Agreement; Amendments

1. This Agreement is effective on February 17,2025 and shall end on February 21,2025 unless terminated by YMCA with 30 days advance notice. Termination of this Agreement for any cause or its expiration shall not release either party from any liability that accrued on or before the date of termination or which may thereafter arise with respect to any act or omission occurring on or before the date of termination, or from any duty or obligation that by its nature should extend beyond the expiration or earlier termination of this Agreement, including without limitation the provisions related to storage and disclosure of data.

2. **Payment Terms:**
   The maximum contract amount is $18,000.00

   Payment will be issued to the Contractor within 30 days after receipt of the session invoice. The contractor will submit the invoice with documented enrollment.

   The total amount contracted for each participant (1:20 ratio)
   $450 per student/ week x 40 students = $18,000

3. This Agreement is the entire agreement between the Parties and cannot be amended or modified other than by written agreement of both Parties.

IN WITNESS WHEREOF the undersigned have executed this MOU as of the Effective Date.

ACCEPTED AND AGREED

Alum Rock Union School District	**YMCA of Silicon Valley**
_____	_____
Signature	Signature
German Cerda, Superintendent	Mary Hoshiko-Haughey, COO
_____	1.6.25
Date	Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: _____

_____ (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: Active Internet Technologies DBA: Finalsite

Address: 655Winding Brook Drive City: Glastonbury State: CT Zip: 06033

Phone: ( ) Email: gerard.gustafson@finalsite.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates February 14, 2025 end date June 30, 2025

CONTRACTOR'S OBLIGATION:

Description of services to be provided: Please attach proposals, scope of work, and other documentation.) The district website needs a complete overhaul with consolidation of schools and a more concentrated effort to market the school district better. The overhaul of the website is a step in this direction. Finalsite offers a custom-designed website solution with a default project plan duration of 23 to 28 weeks. It covers software enablement, design implementation, and warranty/launch. It will also provide a school template that allows schools within the district to have individualized sites using their logo, colors, fonts, imagery, and content

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:** $35,000 (one time fee, not exceed)

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
060	7388	0	5815	00	0000	7700	000000	460	7388	$35,000	1/22/25
											1/22/25

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Brett Littrell Date: 1/21/2025

Director of Fiscal Services: _____ Mike Fogel Date: 1/22/25

Asst. Supt., of Business Services: _____ Teresa DeCelles Date: 1/23/25

Superintendent: _____ German Cerda Date: _____

FINALSITE

Statement of Work: District Package 2

This Statement of Work ("SOW") represents a definition of scope and associated responsibility of services to be performed pursuant to the Master Agreement (the "Agreement") by and between Active Internet Technologies, Inc ("Finalsite") and Client ("Client") which terms are incorporated herein by reference. Finalsite and Client shall be referred to collectively as the "Parties". All capitalized terms shall have the same meaning given to them pursuant to the Agreement unless otherwise set forth herein. In the event of a conflict between any of the terms and conditions of this Statement of Work and the terms and conditions of the Agreement, this Statement of Work will prevail in connection with the Services described in this definition of scope.

Project Summary

Package 2 is a custom-designed website solution with a default project plan duration of 23 to 28 weeks and covers software enablement, design implementation and warranty/launch. The package includes a School template that allows for Schools within the district to have individualized sites using their logo, colors, fonts, imagery and content. A final Site Deployment project plan with specific dates and milestones will be created in collaboration with your project team.

Scope of Services

Project Management

- Assign and coordinate Finalsite project team members and oversee the project milestones, schedule and deliverables, per this SOW.
- Work with Finalsite team members and Client personnel to complete the deliverables outlined in this SOW, manage day-to-day project tasks and serve as Finalsite's primary point of contact in communicating and coordinating with the Client.
- Finalize Project Plan with completion dates for respective milestones.
- Provide project updates through digital status reports and remote status meetings as needed based on project milestones
- Project Management allowable time for the scope of work per the contract to support all three main project phases include 45 hours.
- Set up software platform and activate purchased modules and storage space per the contract.

Design Deliverables

- Create one custom graphic design for the District homepage (the "Design Theme"), to review with up to two rounds of revisions within allowable project time of up to 65 hours .[1] ○ The Homepage design will contain a header, footer, up to four content areas and generally one interactive design feature, as per the design package.
- Create one Lower Level Page to review with up to two rounds of revisions within allowable project time of up to 30 hours[1].

- o The Lower level page design includes a content style guide that comprises 20+ content styles.
- Design and develop a navigational system to support the District structure based on the Client provided sitemap.

School Sites Design Deliverables

- The structure of the custom District design will be used for the design of the School site template and includes one round of revisions to accommodate design requirements to support School Homepage content needs. Allowable time for this deliverable is up to 15 hours.[1]

Production Deliverables

- Develop cascading style sheets (CSS) to build the homepage and lower level layouts based on the approved design within the Finalsite CMS.
- Ensure that CMS elements are developed and styled appropriately based on the approved design.
- Implement any specific functionality and interactive components per the approved design.
- Develop a responsive implementation of the desktop design to appropriately resize and refactor for mobile and tablet devices.

School Sites Production Deliverables

- For each school site, the same approved School Template design will be configured with the organization's same chosen web fonts and then configured with the individual logo and colors of each school.

Technical Services

- Perform 3-part Quality Assurance testing of the website with the project team (Finalsite Project Manager, Designer, Front-End Developer, and QA Specialist) and amend errors as needed.
  - Part 1: Design Review to inspect the built out design against the approved design(s).
  - Part 2: Technical Review to test for design and/or content display issues in the supported browsers and devices. Supported browsers generally include the current version and the two previous versions.
  - Part 3: Accessibility testing to comply with WCAG 2.0 level A/AA standards per the time of this statement of work.
- As a national firewall like China's will adversely impact website performance of all websites, even those absent specifically prohibited content, it is also recommended that Client follow Finalsite's guidelines for offsetting these performance impediments by optimizing the website for performance, e.g. minimizing the use of bandwidth-intensive design assets such as auto-playing video or slideshows, large images, certain types of dynamic content, etc. Similarly, Clients located in areas known to have lower bandwidth internet access and/or periodic network performance degradation should make Finalsite's

[1] Project hours are inclusive of Project Management, Design and Front-end Development time.

design team aware of these considerations prior to the design phase.

- An SSL certificate will be installed with a wildcard to support primary domain and subdomains. If additional certificates are needed, that effort will be handled under a separate statement of work. The issuing and installation of SSL security certificates, allowing for data submitted to or displayed by the website to be encrypted, is also restricted for individuals, organizations, and domain names registered in countries on the U.S. Export banned or restricted countries list. This list is subject to change at any time but currently includes Afghanistan, Cote d'Ivoire, Cuba, Eritrea, Guinea, Iraq, Iran, North Korea, Liberia, Myanmar, Rwanda, Sudan, Sierra Leone, South Sudan, Syrian Arab Republic, Zimbabwe. Client is responsible for knowing whether they are impacted by restrictions imposed by U.S. Export laws.

Accessibility

- Finalsite will perform a manual accessibility test in addition to using the WAVE automated testing tool to resolve issues to ensure WCAG 2.0 AA-level compliance. This review focuses on the structure/layout of the overall site design as well as the homepage.
- Finalsite is responsible for addressing errors found in site structure including, but not limited to: headers, footers, navigational sections, color contrasts, keyboard accessibility, and module elements. Please note that warnings which are presented in compliance scans/reports do not necessarily indicate errors; they are indicators for a manual check and commonly remain notated in reports even after resolution.

Training

- Finalsite Project Manager will work with Client to provide an overview of the Training Portal and define the necessary steps to learn the software and tools to contribute to the site. If subsequent training and education of the platform is required due to Client circumstances (e.g. new team members, turnover, etc.) and the training portal is not adequate, these efforts will be handled under a separate statement of work.
- Client will attend training webinars, utilize on-demand training videos and additional online resources on the Finalsite CMS and Modules as recommended by Finalsite.

Data & Integration

- Finalsite Project Manager will provide the appropriate Excel templates based on purchased modules that will be populated with School data by the Client using the exact columns and format.
- Finalsite will provide a one-time import for review and troubleshooting, and a second one for a final import before site launch.
- If the project includes data integration or Single Sign-On (SSO) functionality, Finalsite Data Integration services will provide instructions and documentation relating to setup and configuration requirements for the Client's system environment.
- Ultimately, Client is responsible for maintaining the configuration of the data mapping and privacy settings, so the methodology followed is geared towards guidance and joint configuration effort. Given this, it is important that Client identify the correct personnel to work with Finalsite during these efforts.

Content Services

- Client will select one option from the two content services as per the contract: ○ Content Migration for 15 pages in which Finalsite will move content from the current site into the Finalsite Platform; this includes the migration of static text, external hyperlinks, internal hyperlinks to documents and inline images from the main content area of the pages contained in the content map. There may be special provisions in your contract that impact this.
    - The Client is responsible for providing a content map. This file states the page URL for the current site and the URL of the new page which the content will be moved into.
    - Standard styling will be inherited in the site and generally include H1-H6, bold, italics, underline, standard bullet and numbered lists. Inline styling may carry over but will not include any custom styling found in external CSS files of the current site.
    - Client is responsible for any content modifications they'd like completed after the migration is delivered. This could include but is not limited to modifying the page layout to utilize new features the Finalsite platform affords them and re-styling any content using the custom styles designed for the Finalsite website.
- Layout Optimization for 5 pages in which Finalsite will optimize each page's appearance by utilizing Finalsite's CMS Composer and content features such as: page layouts/layout elements, content display elements, standard styling, and custom content styles designed for the Finalsite website.
    - Client must add all desired content to all selected pages before Finalsite completes the Layout Optimization service; only content present on the pages at the time of service will be optimized.
    - Layout Optimization is a one-time setup and at Finalisite's discretion. There is no review period or continued work by Finalsite for this deliverable; Client is responsible for all subsequent updating of the selected pages.
- Client is responsible for migrating the remainder of content from the current site into the Finalsite Platform.
- Content Migration and Layout Optimization are not transferable and cannot be traded for other deliverables such as custom design and coding.
- Content Migration and Layout Optimization are Deployment deliverables and, if not used by the end of the Warranty Phase of the Deployment project, will be considered forfeited.

Warranty

- The warranty period begins after the production and QA phases and any concurrently running project phases. It signifies Finalsite has materially delivered the scope of work per the scope outlined in this SOW and lasts 30 calendar days.
- Parties will meet remotely once per week (day and time TBD) for the duration of the 30-day warranty period; this time is reserved to close out any remaining questions, training guidance, and general site issues or inquiries.
- Finalsite is responsible for resolving errors found in the delivered website(s) during this

period. Errors are defined as the following: design and/or content display issues in supported browsers or devices and include font or color modifications needed for compliance of WCAG 2.0 standards.

- Design changes will be handled in a separate work order. Design changes and/or requests are defined as inclusive of, but not limited to: font or color changes not deemed necessary for accessibility compliance, design additions or modification to the approved, built out design such as adding or removing panels from the Homepage, the creation of additional content styles, and custom designing content/module elements.

Launch

- As per the Master Service Agreement, both parties will agree to the terms set forth in the MSA that will govern the Warranty and Site Launch Phases.
- Launch date will be coordinated by both parties and mutually agreed upon a minimum of 10 days in advance of this date.

Project Assumptions & Related Notes

1. Client project manager will be responsible for managing and delegating resources as required to meet both Clients and Finalsite's deliverables per this SOW.
2. Project Manager will serve as your single point of contact in communicating and coordinating with Finalsite.
3. Client will work with Finalsite Project Manager to define feedback durations and define a mutually agreed to timeline.
4. Client and internal web team will complete/submit one Design & Marketing survey submission.
5. Client will complete the provided Finalsite Sitemap Template to define Navigation and Pages of the District and School websites:
    a. The development site, default navigation, and pre-populated pages within the CMS will be based off of this document.
    b. Any subsequent editing of the page list/sitemap after initial setup will be done by the Client through the Finalsite CMS.
6. Client will provide documented Brand Guidelines for the District/School sites and will include:
    a. A vector .eps file of the logo
    b. Approved brand fonts
    c. Brand colors with web color codes
    d. Approved Sitemap structure
7. Client will provide at least 10-15 high quality photographs.
8. Client will add in all content for the development site including text and files
9. Client will upload images to the development site, inserting desired images and managing any media or slideshows.
10. Client will provide timely feedback on revisions based on timing provided in the plan (note that the next round of revisions will not proceed until feedback is received).
11. Client will provide feedback as a complete list before any revisions are started during each project phase where Client Feedback is assigned.
12. Client will provide written approval for all design features included with the design package purchased.
13. Client will make the DNS switch to launch the new website.
14. Client will delete sample data and content that is installed with the software.

15. Client will provide all data in prescribed data templates.
16. Client is responsible for any active search engine optimization (SEO) tasks. The Finalsite CMS and included modules are designed with many structural SEO features universal to good website design, but the proactive optimization of the Client's site is necessarily unique to the Client's goals and is beyond the scope of this agreement.
17. Client is responsible for informing Finalsite of any local laws, prohibitions, restrictions, or local network conditions which may impact design or technology
    a. choices in the building of their website. Client will also follow Finalsite's guidelines pertaining to known regional content prohibitions, restrictions, or local network conditions. For example, China's Golden Shield Project currently blocks many commonly used web tools, websites, and media assets including Google Analytics, Google Docs, Google Maps, Google Site Search, YouTube, Google Fonts, TypeKit fonts, Twitter, Facebook, and many other social media sites (this list is not comprehensive, Client bears ultimate responsibility for monitoring the full extent of any local restrictions). Inclusion of scripts, feeds, embeds, etc. from locally prohibited/filtered/blocked sources will negatively impact site performance, and if Client chooses to utilize them on their website, Finalsite will not be responsible for any resultant impact on site performance, or censure or other legal actions taken by local authorities.
18. Client is responsible for purchasing web font licenses, if needed, and supplying the necessary files to Finalsite.
19. Every Finaliste contract includes connecting Finalsite Payments, powered by the BlueSnap payment gateway. Any other gateway supported by Finalsite (Compatible Payment Gateways) will include an additional setup and annual licensing fee for Finalsite's Gateway Manager unless otherwise outlined in the Order or in the existing licensed modules.
20. If at any point Client requests to add customization that exceeds the Package 2 design scope or additional services and deliverables to your site, Finalsite will provide a change order with the additional cost and a revised timeline.

Project Schedule

Finalsite will work with the Client to create a formal project plan which is mutually agreed upon and set to the desired completion date. Both parties maintain joint responsibility for adhering to the timeline and critical milestones or otherwise risk not meeting the target completion date. Each phase of the project will require approval from the Client before moving onto the next phase. In the event that critical milestones are not able to be met, Finalsite and the Client will issue a revised timeline that is mutually agreed upon.

High-Level Overview of Milestones and Expectations for the Project Duration

Creative Services Comparison Guide

FINALSITE

Customer: Alum Rock Union Elementary School District
Created By: Brooklyn Child
Work Order
1/10/2025
Proposal Valid for 30 days

This Finalsite Order (the 'Order') is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and Alum Rock Union Elementary School District ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("Pricing Summary"). This Order, together with the Master Terms and Conditions for Services (the "Master Terms") located at https://www.finalsite.com/masterterms/useducationagencies and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Products and Services Pricing Summary

Add-On	
Select Design **View** a detailed description of what is included here www.finalsite.com/sowsel	$ 35,000
Total	**$ 35,000**