ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
May 8, 2025

Regular Board of Trustees Meeting - May 8, 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 #31-24/25

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 the Webinar from PC, MAC, iPad or Android:
https://arusd-org.zoom.us/j/81099528652?pwd=0ywtNe5wCngpnVJ6FnyyO7oz3Ia8bm.1
Passcode: 705977
Phone one-tap: 166944449171,,81099528652#,,,,*705977# US (San Jose)

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

LAND ACKNOWLEDGMENT - The Board of Trustees of the Alum Rock Union Elementary School District does hereby acknowledge that the District schools and facilities sit on the traditional lands of the Muwekma Ohlone people, and the Board of Trustees further acknowledges with respect and reverence the Muwekma Ohlone People Tribe of the San Francisco Bay Area for their stewardship of these 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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. SPECIAL PRESENTATION / RECOGNITION

3.1 Special Recognition - ARUESD 2025 Classified Employees of the Year

Cover - Classified School Employees of the Year.doc

3.2 District's Website Redesign Process Update

The Board of Trustees will receive an update on the ARUSD Website Redesign, which will include a prototype design of the school and district websites, information about staff training and resources, and a timeline of the project. The website redesign will align with the start of the school year in August 2025.

4. COMMENTS / COMMUNICATION

4.1 Teamsters.

4.2 California School Employee's Association (CSEA).

4.3 Alum Rock Educator's Association (AREA).

4.4 Alum Rock Administrator's Association (ARAA).

4.5 Superintendent.

4.6 Board of Trustees.

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

5.1 Resolution No. 67-24/25
Extending a Freeze on the Hiring of Administrator
Positions through June 30th, 2026

The proposed California State Budget for fiscal year 2025-2026 reflects possible continued instability in public school funding. The District faces a level of uncertainty in state funding due to its status as a state-funded school district, and finds it prudent to further prepare for continued unforeseen budgetary adjustments from Governor of California and the California State Legislature.

The Board of Trustees in recognition of the current California state budget situation, extends and modifies the existing freeze on the number of certificated supervisors and administrators under Board Resolution No. 44-23/24 at the new level of 46 full-time equivalents (FTE) per Board Resolution No. 26-24/25 adopted December 2, 2024 and the 2024-2025 Second Interim Budget adopted March 13, 2025, effective the date of passage of this resolution through June 30, 2026.

Res 67 Extending Freeze Hiring of Administrator.pdf

Res 67 Extending Freeze Hiring of Administrator_DComm (Resolution).pdf

6. BOND / FACILITIES - 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.)

6.1 Approve Kleinfelder for Construction Management Services for the Exterior Painting of Thirteen (13) District School Sites

The District released RFP No. 2425-Bonds09 for CM Services for the Exterior Painting of the following thirteen (13) District school sites: Aptitud Academy, Hubbard Elementary, Linda Vista Elementary, LUCHA Elementary, Lyndale Elementary, McCollam Elementary, Painter Elementary, Russo/McEntee Academy, Ryan Elementary, San Antonio Elementary, Ocala Middle School, Renaissance at Mathson, and Sheppard Middle School.

The District received the following two (2) bid/proposals:

Firm Name:	Bid/Proposal Amount:
Kleinfelder	$127,450.00
Roebbelen	$198,593.00

Board Item May 8, 2025 Board Mtg. CM Services.pdf

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

7.1 Approve Resolution #63-24/25 Classified School Employees Week, May 18 - 24, 2025

Alum Rock Union Elementary School District hereby recognizes and wishes to honor the contribution of the classified school employees to quality education in the state of California and in the Alum Rock Union Elementary School District and declares the week of May 18, 2025 through May 24, 2025 as Classified School Employees Week in the Alum Rock Union Elementary School District.

Cover - Classified School Employees Week.doc

Classified School Employees Week - 5.8.25.docx

It is the recommendation of the Superintendent that the Board of Trustees approve Resolution #63-24/25.

7.2 Approve Resolution #33-24/25 Reducing/Laying Off Classified Employees Due to Lack of Work and/or Lack of Funds

Due to lack of work and/or lack of funds in the Alum Rock Union Elementary School District, the Governing Board, under the authority of Education Code sections 45114, 45115, 45117, 45298, and 45308, hereby finds it necessary and in the best interest of the District to eliminate the full-time equivalent (FTE) of the classified service as specified in the resolution.

Board Cover - Resolution 33-24_25 .docx

It is the recommendation of the Superintendent that the Board of Trustees approve Resolution #33-24/25.

7.3 Resignations (Information Only)

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

Cover - Resignations - 5.8.25.doc

Classified Resignations 5.8.25.pdf

Certificated Resignations 5.8.25.docx

7.4 Approve Job Description - Community School Site Specialist

The Community School Site Specialist Assists in coordinating, developing, and supporting community school site programs that address the learning barriers for students and challenges impacting families. Assists with implementing site systems, procedures, and policies; monitoring and implementing projects. This position is grant-funded for approximately five years to develop & implement the community schools and multi-tiered systems of support framework.

Board Cover JD -Community School Site Specialist 5.8.25.docx JD Draft - Community School Site Specialist.docx

It is the recommendation of the Superintendent that the Board of Trustees approve the Job Description of Community School Site Specialist.

7.5 Approve Resolution 65-24/25 Reducing/Laying Off of Particular Kinds of Services Per Certificated Layoff Resolution 41-24/25

Due to lack of work and/or lack of funds in the Alum Rock Union Elementary School District, the Governing Board, under the authority of Education Code sections 44948, 44955, 44956, and 44957 hereby finds it necessary and in the best interest of the District to eliminate the full-time equivalent (FTE) of the certificated positions as specified in the resolution.

Board Cover - Resolution 65-24_25 5.8.25.docx

Resolution No. 65-2425 Certificated Layoffs 5.8.25.docx

It is the recommendation of the Superintendent that the Board of Trustees approve Resolution #65-24/25.

8. 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.)

8.1 **Teacher of the Year** Staff wishes to recognize the 2025 Teacher of the Year

Each year, all schools in the district are invited to nominate an outstanding teacher for consideration as Teacher of the Year. Each school nominates one teacher based on the criteria provided by the Santa Clara County Office of Education. A committee reviews all nominations and selects one teacher to represent Alum Rock Union School District as the Teacher of the Year. *Shayne Nessren Soriano from Russo/McEntee Academy has been chosen as Alum Rock's 2025 Teacher of the Year.* Teacher of the Year Recognition.docx (2).pdf

Recognition Only

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 Devine Intervention Services Contract for the 2025/2026 SY. This contract will provide mental health services and behavior clinical support to special education TK-5th grade students per students' Individualized Educational Program requirements. Submitted by Special Education, $206,640.00 dollars.

Ms. Devine will provide Mental Health services and behavior clinical support to special education TK-5th grade students within the Alum Rock School District per students Individualized Education Program (IEP) requirements. Contractor will manage cases of students with counseling IEP services for the District.

DEVINE-INTERVENTION-SERVICES.pdf

It is the recommendation of the Superintendent that the Board of Trustees approve the contract with Devine Intervention Services for the 2025-2026 school year. The cost of this contract is $206,640.

9.2 Approve the Sunbelt Staffing, Inc. Services Contract for the 2025/2026 SY. This contract will provide behavior techs/paraprofessionals to assist teachers/students at various sites within Alum Rock due to the lack of para applicants. Submitted by Special Education, $157,470.00 dollars.

Sunbelt will provide behavior techs/paraprofessionals to assist teachers/students at various sites within Alum Rock. Due to the lack of applicants for paras, contracting with this vendor is necessary in order to stay compliant.

SUNBELT-STAFFING.pdf

It is the recommendation of the Superintendent that the Board of Trustees approve the contract with Sunbelt Staffing for the 2025-2026 school year. The cost of this contract is $157,470.00.

9.3 Approve the City Year, Inc. Services Contract for the 2025/2026 SY. This contract will provide AmeriCorps Members to Hubbard and Ryan Elementary Schools. Submitted by State and Federal, $250,000.00 dollars.

City Year San Jose will deploy teams of AmeriCorps Members to two ARUSD sites - Hubbard and Ryan. City Year San Jose will deliver their research-based, student intervention and support model to both sites for the 2025/2026 School Year.

CITY-YEAR.pdf

It is the recommendation of the Superintendent that the Board of Trustees approve the contract with City Year, Inc. for the 2025/2026 School Year in the amount of $250,000.00.

10. 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.)

10.1 Acceptance of Fundraisers

The District has received fundraising requests as summarized as summarized on the attached sheet dated May 8, 2025.

Fundraisers_DComm.Cover.pdf

Fundraisers_DComm.pdf

Fundraisers_DC_Activities.pdf

10.2 Vendor & Payroll Warrants

Summary of Vendor and Payroll Warrants issued during April month of Fiscal Year 2024/2025.

Total of vendor warrants	$ 6,486,864.01

Total of payroll warrants	$ 5,147,537.32
Total	**$11,634,401.33**

Vendor Warrant _ DComm.Cover.pdf

Vendor _ Warrant DComm.pdf

Vendor _ Warrant _ DComm(backup).pdf

10.3 Acceptance of Grants/Awards Notification

The District has received grants/awards as summarized as summarized on the attached sheet dated May 8, 2025.

Grant _ DComm _ BC.pdf

GRANT _ Award _ DC.pdf

STEM Opportunity Fund - Russo _ McEntee Academy (2024).pdf

SCCOE Data Adventures MOU-Classroom Pilot.pdf

10.4 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 - 5.8.25.doc

Certificated Personnel Report 5.8.25.docx

10.5 Bond Contracts/Extensions

The District as received a summarized list of bond contracts/extensions dates May 8, 2025.

Bond Extensions.pdf

Bonds Contracts _ Extensions _ BDocs.pdf

Board Item May 8, 20205 Board Mtg. NOC Linda Vista Bus Drop Off.pdf

10.6 Approve Memorandum(s) of Understanding

The District has received the following Memorandum(s) of Understanding as summarized on the sheet(s) dated May 8, 2025.

MOU-COVER-PAGE-MAY-8-2025.pdf

May-8-2025-MOU.docx

SANTA-CRUZ-SILICON-VALLEY-NEW-TEACHER-PROJECT.pdf

SAN-JOSE-CITY-COLLEGE.pdf

SCCOE-DATA-ADVENTURES-PILOT.pdf

It is the recommendation of the Superintendent that the Board of Trustees accept the following memorandum(s) of understanding. MOU details are on file in the Purchasing Office.

10.7 Approve Contracts for Professional Services-Firms/Organizations

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

FIRMS-COVER-PAGE-MAY-8-2025.pdf

May-8-2025-Firms.docx

INTERNATIONAL-ASSOCIATION-FOR-HUMAN-VALUES.pdf

TEACHER-CREATED-MATERIALS.pdf

CROWE.pdf

CROWE-BONDS.pdf

AMERGIS-HEALTHCARE-STAFFING.pdf

ALETTE-BROOKS-AUTISM-WORKSHOP.pdf

RESOURCE-AREA-FOR-TEACHING.pdf

It is the recommendation of the Superintendent that the Board of Trustees approve of the following contracts for professional services on the attached sheet(s). Contract details are on file in the Purchasing Office.

10.8 Current Enrollment Report

Enrollment Cover.pdf

Current Enrollment_DComm.pdf

11. CLOSED SESSION - Following Closed Session, the Board reconvenes to Public Session. Adjournment of the Public Session will be no later than 10:30 p.m. for all Regular and Special Meetings, unless extended by a majority vote of the Board.

11.1 ANNOUNCEMENT AND PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION (Government Code

Section 54957.7)

11.2 PUBLIC PERFORMANCE EVALUATION (Government Code Section 54957): Superintendent

11.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code Section 54956.8) Agency Negotiators: Public Property Advisors, Lisa Gillmor and Paulo Hernandez, and German Cerda, Superintendent and Teresa DeCelles, Assistant Superintendent of Business Services; Properties: 1300 Tallahassee Dr., San Jose, CA 95122-3939, 1824 Daytona Dr., San Jose, CA 95122-1719, 3720 East Hills Dr., San Jose, CA 95127-2418, 1290 Bal Harbor Dr., San Jose, CA 95122-1902, 277 Mahoney Dr., San Jose, CA 95127-3547, 1711 E. San Antonio St., San Jose, CA 95116-3041, 500 Rough & Ready Rd., San Jose, CA 95133-2068, 2000 Kammerer Ave., San Jose, CA 95116-3016, 600 Sinclair Dr., San Jose, CA 95116.
Negotiating Parties: Not yet determined
Under discussion/negotiations: Price and terms of payment

11.4 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of subdivision (d) of Section 54956.9: Two(2) Potential Cases.

11.5 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); (9) C.T.L. by and through her Guardian Ad Litem, Julio Tavares v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 25CV459535; (10) Evangelina Perez, as Parent and Legal Guardian of Minor Child A.P. v. Alum Rock Union School District, United States District Court Northern District of California case no. 524CV01691VKD; (11) In the Matter of the Layoff of Certificated Employees of the Alum Rock Union Elementary School District, Office of Administrative Hearings case no. 2025031038; (12) Maria Gutierrez v. Alum Rock Union Elementary School District, Santa Clara County Superior Court case no. 25CV462406.

11.6 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Titles: Administrator Fiscal Services; Senior Executive of Bonds, Maintenance, Operations, and Transportation

11.7 PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE / RESIGNATION (Government Code 54957 and 54957.1)

12. RECONVENE TO OPEN SESSION - DISTRICT OFFICE BOARD ROOM

12.1 Report of Action Taken in Closed Session

13. ADJOURNMENT

President adjourns the meeting.

3.1

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: May 8, 2025

Subject: **Special Recognition – ARUESD 2024-2025 Classified School Employees of the Year**

Support Information: Staff is honored to present our 2024-2025 Classified School Employees of the Year, as follows:

1. Magdalena Grimaldo – Clerical and Administrative Services
2. Guillermo Hernandez – Custodial and Maintenance Services
3. Marilia Coelho – Food and Nutrition Services
4. Eleonor Salazar – Health and Student Services
5. Diane Altamirano – Paraprofessional Services
6. Stephanie Lopez – Security Services
7. Primo Velazquez – Skilled Trades
8. Paolo Tinio – Technical Services
9. Jorge Alvarez – Transportation Services

Approved by: Cesar Torrico CT Title: Assistant Superintendent, Human Resources

To the Board of Trustees:

Recommend Approval

3.1
Agenda Placement

Meeting: May 8, 2025
Regular Board Meeting

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: April 29, 2025

Subject: **District's Website Redesign Process Update**

Support Information The Board of Trustees will receive an update on the ARUSD Website Redesign, which will include a prototype design of the school and district websites, information about staff training and resources, and a timeline of the project. The website redesign will align with the start of the school year in August 2025.

Fiscal Impact: No Cost

Budget Source: Not Applicable

*****Information Only*****

Prepared by: Sergio Diaz-Luna Title: Chief of Communications & Community Engagement
Approved by: German Cerda Title: Superintendent

To the Board of Trustees:

INFORMATION ONLY

3.2
Agenda Placement

Meeting: May 8, 2025
Regular Board Meeting

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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 EDUCATION

To the Board of Trustees: Date: April 29, 2025

Subject: **Resolution No. 67-24/25**
Extending a Freeze on the Hiring of Administrator Positions through June 30th, 2026

Support Information: The proposed California State Budget for fiscal year 2025-2026 reflects possible continued instability in public school funding. The District faces a level of uncertainty in state funding due to its status as a state-funded school district, and finds it prudent to further prepare for continued unforeseen budgetary adjustments from Governor of California and the California State Legislature.

The Board of Trustees in recognition of the current California state budget situation, extends and modifies the existing freeze on the number of certificated supervisors and administrators under Board Resolution No. 44-23/24 at the new level of 46 full-time equivalents (FTE) per Board Resolution No. 26-24/25 adopted December 2, 2024 and the 2024-2025 Second Interim Budget adopted March 13, 2025, effective the date of passage of this resolution through June 30, 2026.

Fiscal Impact: No

Budgeted: Not Applicable

Budget Source: Not Applicable

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve Resolution No. 67-24/25 Extending a Freeze on the Hiring of Administrator Positions through June 30, 2026 as presented.

Approved by: Germán Cerda Title: Superintendent

To the Board of Trustees: Meeting: May 8, 2025
Regular Board Meeting

Recommend Approval

5.1
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

RESOLUTION # 67-24/25
Resolution of the Board of Trustees of The
Alum Rock Union Elementary School District
Extending a Freeze on the Hiring of Administrator Positions through June 30th, 2026

WHEREAS, the proposed California State Budget for fiscal year 2025-2026 reflects possible continued instability in public school funding; and

WHEREAS, the Alum Rock Union Elementary School District faces a level of uncertainty in state funding due to its status as a state-funded school district; and

WHEREAS, the District finds it prudent to further prepare for continued unforeseen budgetary adjustments from the Governor of California and the California State Legislature; and

WHEREAS, the highest priority of any school district is the provision of classroom education and the supporting services associated with instruction; and

WHEREAS, the Board of Trustees desires to protect students and families from financial disruptions, and maintain its commitments to the certificated and classified staff to the extent possible; and

WHEREAS, the Board of Trustees reaffirms its commitment to fiscal responsibility as set out under Board Resolution #33/20-21; therefore

BE IT RESOLVED THAT, the Board of Trustees of the Alum Rock Union Elementary School District, in recognition of the current California state budget situation, extends and modifies the existing freeze on the number of certificated supervisors and administrators under Board Resolution 44-23/24 at the new level of 46 full-time equivalents (FTE) and the number of classified supervisors and administrators at the new level of 45 full-time equivalents (FTE) per Board Resolution 26-24/25 adopted December 2nd, 2024 and the 2024-2025 Second Interim Budget adopted March 13th, 2025, effective the date of passage of this resolution through June 30th, 2026; and

BE IT FURTHE RESOLVED THAT, there will be no further appointment of administrators and supervisors beyond the limits enumerated above from the date of passage of this resolution through June 30th, 2026; and

BE IT FURTHER RESOLVED THAT, no further administrator, supervisorial, and confidential positions be created from the date of passage of this resolution through June 30th, 2026.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District, Santa Clara County, State of California, on May 8, 2025, by the following vote:

Adopted this __ day of the month of _____ in ____.

Motion made by: _____

Second made by: _____

Ayes: _____ Noes: _____ Abstaining: _____ Absent: _____

_____ Date: May 8, 2025
Clerk of the Governing Board

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 EDUCATION

To the Board of Trustees: Date: April 25, 2025

Subject: **Approve Kleinfelder for Construction Management Services for the Exterior Painting of Thirteen (13) District School Sites.**

Support Information: The District released RFP No. 2425-Bonds09 for CM Services for the Exterior Painting of the following thirteen (13) District school sites: Aptitud Academy, Hubbard Elementary, Linda Vista Elementary, LUCHA Elementary, Lyndale Elementary, McCollam Elementary, Painter Elementary, Russo/McEntee Academy, Ryan Elementary, San Antonio Elementary, Ocala Middle School, Renaissance at Mathson, and Sheppard Middle School.

The District received the following two (2) bid/proposals:

Firm Name:	Bid/Proposal Amount:
Kleinfelder	$127,450.00
Roebbelen	$198,593.00

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: Staff recommends the Board of Trustees approve the bid and contract with Kleinfelder in the amount of $127,450.00 dollars.

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

To the Board of Trustees: Meeting: May 8, 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: _____

KLEINFELDER
Bright People. Right Solutions.

ALUM ROCK UNION SCHOOL DISTRICT

REQUEST FOR PROPOSAL

RFP NO. 2425-BONDS09

PROJECT #18

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Fee Summary

Fee Summary Table

Name	Title	Rate	Hours Proposed	Subtotal
Thomas Fakner	Principal Professional	$ 280.00	40	$ 11,200.00
John Pollock	Construction Manager	$ 180.00	18	$ 3,240.00
Kate Casadei	Project Controls Specialist III	$ 129.00	36	$ 4,644.00
Ken Bohanan	Principal Professional	$ 280.00	10	$ 2,800.00
John Ly	Staff Professional I	$ 125.00	134	$ 16,750.00
Jamil Amamreh	Project Professional	$ 180.00	140	$ 25,200.00
Tyrell Miller	Senior Construction Manager	$ 195.00	192	$ 37,440.00
Units & Expenses	Mileage, Vehicle, Office Equipment	$ 6,266.00	1	$ 6,266.00
Subconsultant	Leland Saylor Associates	$ 19,910.00	1	$ 19,910.00
			Total	**$ 127,450.00**

We have provided the necessary resources to manage and administer multiple campus execution activity. Our team will be observing and reporting on contractor scope of work progress, quality of the "in-place" work, and schedule affirming we are on target to complete per contract. Our fee has been derived by the estimated fulltime staff at rates provided in ARUSDs "On Call" Services ***RFQ/P No. 2324-Bonds14*** for the position noted in our ORG Chart.



CONSTRUCTION MANAGEMENT SERVICES

RFP No. 2425-Bonds09

FEE PROPOSAL

ALUM ROCK UNION SCHOOL DISTRICT
PURCHASING DEPARTMENT
2930 GAY AVENUE
SAN JOSE, CA 95127

APRIL 23, 2025

Roebbelen®

Roebbelen Construction Management Services, Inc.

Construction Management Services - Proposed Fee and Staff Schedule

ALUM ROCK UNION SCHOOL DISTRICT
Construction Management Services
Exterior Painting of Thirteen Sites - Project #18

April 23, 2025

				GRAND TOTAL	
Proposed Fee		**$198,593**			
Contract Value:		$198,593			
Billed to Date:		$0			
Contract Fee Remaining:		$198,593			
Cost to Complete (Projected):		$198,593			
Variance:		**$0**			
Position Description	Name		Bill Rate	**Hours**	**Fee**
Director	Victor C. Lopez		$200	**11**	**2,198**
Sr. Construction Manager	Abbas Daeenabi		$180	**174**	**31,364**
Asst. Construction Manager	Jason Lee		$150	**592**	**89,025**
Asst. Construction Manager	Justin Nini		$149	**436**	**65,117**
Contract Administration	Support Staff		$110	**14**	**1,543**
In-House Support Services	Name				
Constructability	Craig Fernandez		$170	**22**	**3,739**
Estimating	Steve Connor		$170	**33**	**5,608**
		Labor/Month		**1,282**	**198,593**
		Labor Cost/Month			**$198,593**
		N/A - Reimbursable Expenses (Site Office)			$0
		Proposed CM Fee: Cumulative Effect			**$198,593**

Roebbelen Construction Management Services, Inc.

Construction Management Services - Proposed Rates

ALUM ROCK UNION SCHOOL DISTRICT
Construction Management Services
Exterior Painting of Thirteen Sites - Project #18

April 23, 2025

Position Description	Name	Hourly Rates
Director	Victor C. Lopez	$ 200
Sr. Construction Manager	Abbas Daeenabi	$ 180
Asst. Construction Manager	Jason Lee	$ 150
Asst. Construction Manager	Justin Nini	$ 149
Contract Administration	Support Staff	$ 110
In-House Support Services		
Constructability	Craig Fernandez	$ 170
Estimating	Steve Connor	$ 170
Scheduling	Rich Miller	$ 170

Note: Rates are subject to an annual inflation increase of 3%, beginning January 2026

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: May 8, 2025

Subject: **Approve Resolution #63-24/25 Classified School Employees Week, May 18 – 24, 2025**

Support Information: Alum Rock Union Elementary School District hereby recognizes and wishes to honor the contribution of the classified school employees to quality education in the State of California and in the Alum Rock Union Elementary School District and declares the week of May 18, 2025 through May 24, 2025 as Classified School Employees Week in the Alum Rock Union Elementary School District.

Fiscal Impact: No Cost

Budgeted: Not Applicable

Budget Source: Not Applicable

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve Resolution #63-24/25.

Approved by: Cesar Torrico Title: Assistant Superintendent, Human Resources

To the Board of Trustees: Meeting: May 8, 2025
Regular Board Meeting

Recommend Approval

7.1
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Resolution # 63-24/25
Proclaiming May 18 - 24, 2025
"CLASSIFIED SCHOOL EMPLOYEES WEEK"

WHEREAS, classified school employees provide valuable services to the schools and students of the Alum Rock Union Elementary School District; and

WHEREAS, classified school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified school employees serve a vital role in providing for the welfare and safety of Alum Rock Union Elementary School District students; and

WHEREAS, classified school employees employed by Alum Rock Union Elementary School District strive for excellence in all areas relative to the educational community;

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District hereby recognizes and wishes to honor the contribution of classified school employees to quality education in the State of California and in the Alum Rock Union Elementary School District and declares the week of May 18 - 24, 2025 as *Classified School Employees Week* in the Alum Rock Union Elementary School District.

PASSED AND ADOPTED this 8th day of May 2025, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Linda Chavez, President _____

Andrés Quintero, Vice President _____

Minh Pham, Clerk _____

Corina Herrera-Loera, Member _____

Minh Nguyen, 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 May 8, 2025.

_____ _____

German Cerda, Superintendent Date

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: May 8, 2025

Subject: **Approve Resolution 33-24/25 Reducing/Laying Off Classified Employees Due to Lack of Work and/or Lack of Funds.**

Support Information: Due to lack of work and/or lack of funds in the Alum Rock Union Elementary School District, the Governing Board, under the authority of Education Code sections 45114, 45115, 45117, 45298, and 45308, hereby finds it necessary and in the best interest of the District to eliminate the full-time equivalent (FTE) of the classified service as specified in the resolution.

Fiscal Impact: Savings to the General Fund.

Budgeted: N/A

Budget Source: N/A

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve Resolution 33-24/25

Approved by: Cesar Torrico Title: Assistant Superintendent, Human Resources

To the Board of Trustees: Meeting: May 8, 2025
Regular Board Meeting

Recommend Approval

7.2
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

RESOLUTION 33-24/25

IN THE MATTER OF IMPLEMENTING REDUCTION OR DISCONTINUATION OF SERVICES AND REDUCTION OF CLASSIFIED SERVICE

WHEREAS, on February 13, 2025, this Board adopted Resolution No. 39-24/25, to authorize the elimination or discontinuation of classified positions and services not later than the beginning of the 2025-2026 school year due to lack of work and/or lack of funds, and directing that classified employees impacted by the action receive notice that their services will not be required for the ensuing 2025-2026 school year, pursuant to Education Code Sections 45114, 45115, 45117, 45298 and 45308; and

WHEREAS, the classified services and full-time equivalents to be reduced or discontinued as set forth in Resolution No. 39-24/25; and

WHEREAS, Resolution No. 39-24/25 authorized the reduction or discontinuation of such services not later than the beginning of the 2025-2026 school year; and

WHEREAS, on or before March 15, 2025, the Superintendent's designee served notice to 104 classified employees that it has been recommended that their services will not be required for the ensuing 2025-2026 school year, pursuant to Education Code Sections 45114, 45115, 45117, 45298 and 45308; and

WHEREAS, the notices served upon 104 classified employees pursuant to Education Code Sections 45114, 45115, 45117, 45298 and 45308 advised them that they may request a hearing to determine if there was cause for not re-employing them for the ensuing 2025-2026 school year, and that if they failed to timely request a hearing, that failure shall constitute a waiver of their right to a hearing; and

WHEREAS, none of the classified employees receiving a notice pursuant to Education Code Sections 45114, 45115, 45117, 45298 and 45308 requested a hearing, and, pursuant to Education Code Section 45117, they have therefore waived their right to a hearing; and

WHEREAS, Education Code Section 45117 provides that this board shall make the final determination as to the sufficiency of the cause and disposition of the layoff; and

WHEREAS, Education Code Section 45117 requires final board action and notifications to employees before May 15, 2025; and

WHEREAS, pursuant to Education Code Section 45308 for all classified employees to be laid off the order of layoff within the class has been determined by length of service; and
WHEREAS, the jurisdictional and statutory prerequisites for termination or reassignment due to the elimination or discontinuation of classified positions and due to lack of work and/or lack of funds have been satisfied as to the employees potentially impacted by this Board's action, and sufficient cause exists for such employees' termination

of employment after consideration of facts including, but not limited to, the employees' length of service, and that cause exists within the meaning of Education Code Section 45117; and

WHEREAS, rights to re-employment pursuant to Education Code Sections 45114, 45115, 45117, 45298 and 45308 shall be provided to the classified employees whose services are terminated as a result of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Alum Rock Union Elementary School District:

1. That all of the foregoing recitals are true and correct;

2. That each of the assertions contained in Resolution No. 39-24/25 are true and correct;

3. That sufficient cause exists for the termination of the services of the following probationary and permanent classified employees listed in **Exhibit A** hereto who did not request a hearing and, therefore, waived their right to a hearing.

4. That the employment of the classified employees listed in **Exhibit A** hereto is terminated effective upon the close of this school year;

5. That this decision is effective immediately and that the Superintendent or his designee(s) may take such actions as are necessary and appropriate to implement this Board's decision, including at least giving appropriate notice to those classified employees listed in **Exhibit A** of the elimination or discontinuation of their services due to lack of work and/or lack of funds to take effect upon the close of this school year, with these notices being given before May 15, 2025, in the manner prescribed in Education Code Section 45117;

6. That re-employment rights be afforded in accordance with the Education Code if and when re-employment is offered and to the extent any re-employment rights are applicable to any of the above referenced employees;

7. That nothing in this Resolution shall either require or preclude continuation of affected employees in employment associated with their current programs should the Board determine to reinstate or continue services previously identified for reduction or elimination.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California, this 8th day of May 8, 2025, by the following vote:

AYES: ____
NOES: ____
ABSENT: ____
ABSTAIN: ____

Alum Rock Union Elementary School District
Dated: May 8, 2025

CERTIFIED AS A TRUE AND CORRECT COPY:

_____
Minh Pham, Clerk of the Board

EXHIBIT A

EMPLOYEE ID#

#300446
#102305
#201666
#300926
#201786
#300915
#201699
#300423
#300488
#300906
#300298
#300908
#300473
#300793
#103020
#201863
#300716
#300341
#300923
#300550
#200310
#300648
#300904
#201468
#201832
#200749
#300131
#300173
#300816
#300853
#300002
#201210
#300639
#300231
#300311
#300133
#300351
#300401
#300644
#300137
#201954
#300630
#102632
#300737

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

#300721
#201756
#201549
#300829
#201947
#300903
#300607
#300619
#300415
#300083
#201220
#200797
#300794
#201320
#201458
#300713
#201521
#300604
#300001
#300226
#300795
#300852
#201310

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

Job Classification	# of positions	Total FTE
Accountant	1	1.0000
Administrative Assistant 12mo	1	1.0000
Autism Intervention Assistant	1	0.6250
Campus Paraeducator	13	2.1250
Child Nutrition Asst I	10	6.8750
Child Nutrition Asst II	3	2.3750
Community Liaison 9.5mo	7	5.2500
District Operator/Receptionist	1	1.0000
Health Assistant	9	4.7500
Night Custodian I - Elementary	1	1.0000
Night Custodian II - Middle	2	2.0000
Office Assistant III	1	0.5000
Paraeducator 9.5mo	7	3.2500
School Administrative Assistant	8	8.0000
School Office Assistant 10mo	10	5.5000
Senior Accountant Assistant	1	1.0000

7.3

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: May 8, 2025

Subject: **Resignations (Information Only)**

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

Fiscal Impact: No Cost

Budgeted: Not Applicable

Budget Source: Not Applicable

INFORMATION ONLY

CT
Approved by: Cesar Torrico Title: Assistant Superintendent, Human Resources

To the Board of Trustees: Meeting: May 8, 2025
Regular Board Meeting

Information Only

7.3
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

May 8, 2025

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Fieldgrove, Aidan P	Autism Intervention Assistant/Special Education Department	04/26/2025
2.	Truong, Khanh N	Accountant/Business Services	05/07/2025

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

May 8, 2025

CERTIFICATED RESIGNATIONS:

I. Resignation:

1. Smith, Tereasa	Principal/Cureton Elementary	06/30/2025
2. Yu, Joceline	ELA/Renaissance Academy I	06/06/2025

7.5

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: May 8, 2025

Subject: **Approve Resolution 65-24/25 Reducing/Laying Off of Particular Kinds of Services Per Certificated Layoff Resolution 41-24/25.**

Support Information: Due to lack of work and/or lack of funds in the Alum Rock Union Elementary School District, the Governing Board, under the authority of Education Code sections 44948, 44955, 44956, and 44957 hereby finds it necessary and in the best interest of the District to eliminate the full-time equivalent (FTE) of the certificated positions as specified in the resolution.

Fiscal Impact: Savings to the General Fund.

Budgeted: N/A

Budget Source: N/A

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve Resolution 65-24/25

Approved by: Cesar Torrico Title: Assistant Superintendent, Human Resources

To the Board of Trustees: Meeting: May 8, 2025
Regular Board Meeting

Recommend Approval

7.5
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

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

RESOLUTION 65-24/25

IN THE MATTER OF IMPLEMENTING REDUCTION OR DISCONTINUATION OF PARTICULAR KINDS OF SERVICES PER CERTIFICATED LAYOFF AGREEMENT 2024-2025

WHEREAS, on February 13, 2025, this Board adopted Resolution No. 41-24/25, to authorize the reduction or discontinuation of specified certificated positions and services not later than the beginning of the 2025-2026 school year, and directing that certificated employees impacted by the action receive notice that their services will not be required for the ensuing 2025-2026 school year, pursuant to Education Code Sections 44949 and 44955; and

WHEREAS, the particular kind of services to be reduced or discontinued as set forth in Resolution No. 41-24/25 are determined to be particular kinds of services within the meaning of Education Code Section 44955; and

WHEREAS, some of the particular kinds of services referenced in Resolution No. 41-24/25 will be reduced or discontinued within the meaning of Education Code Section 44955 not later than the beginning of the 2025-2026 school year; and

WHEREAS, on or before March 15, 2025, the Superintendent's designee served notice to 15 certificated employees that it has been recommended that their services will not be required for the ensuing 2025-2026 school year, pursuant to Education Code Sections 44949 and 44955; and

WHEREAS, the notices served upon 15 certificated employees pursuant to Education Code Sections 44949 and 44955 advised them that they may request a hearing to determine if there was cause for not re-employing them for the ensuing 2025-2026 school year, and that if they failed to timely request a hearing, that failure shall constitute a waiver of their right to a hearing; and

WHEREAS, 3 of the certificated employees receiving a notice pursuant to Education Code Sections 44949 and 44955 did not request a hearing, and, pursuant to Education Code Section 44949, they have therefore waived their right to a hearing; and

WHEREAS, 15 of the certificated employees receiving a notice pursuant to Education Code Sections 44949 and 44955, 12 did request a hearing;

WHEREAS, the District, by and through is legal counsel, filed a Request to Set Hearing with the Office of Administrative Hearings ("OAH") for the conduct of the hearing as to those certificated employees

German Cerda, Superintendent

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

who timely submitted a request for hearing, and the matter was assigned case number OAH 2025031038 (the "Layoff Proceeding");

WHEREAS, the District and the certificated employees, by and through their respective legal counsel, thereafter entered into discussions and negotiations to resolve the Layoff Proceeding;

WHEREAS, the affected certificated employees and the District thereafter entered into a "Certificated Layoff Agreement 2024-2025" (the "Layoff Agreement") specifying that in exchange for agreeing they would not contest the District's pending certificated layoff proceeding and withdrawing any and all related requests for hearing and/or notice of hearing and would not exercise any hearing rights as provided by Education Code §§ 44949 and 44955, the District would grant the affected certificated employees certain reemployment and notice rights as specified in the Layoff Agreement;

WHEREAS, Education Code Section 44949, subdivision (c)(3), provides that this board shall make the final determination as to the sufficiency of the cause and disposition of the layoff; and

WHEREAS, Education Code Section 44955, subdivision (c), requires final board action and notifications to employees before May 15, 2025, unless that date is extended within a hearing pursuant to Education Code Section 44949, subdivision (e); and

WHEREAS, the services of no permanent or other employee are being terminated while any probationary employee or any other employee with less seniority is being retained to render a service which the permanent or other employee is certificated and competent to render, within the meaning of, and except as permitted by, Education Code Section 44955; and

WHEREAS, the jurisdictional and statutory prerequisites for termination or reassignment due to a reduction of particular kinds of service have been satisfied as to the employees potentially impacted by this Board's action, and sufficient cause exists for such employees' termination of employment after consideration of facts including, but not limited to, the employees' seniority and scope of credentials, and that cause relates to the welfare of the schools and the pupils thereof within the meaning of Education Code Section 44949, subdivision (c)(3), to the extent that provision applies; and

WHEREAS, rights to re-employment pursuant to Education Code Section 44956 and/or 44957 and, as applicable, as set forth in the Layoff Agreement (to those certificated employees who are parties to the Layoff Agreement) shall be provided to the certificated employee whose services are terminated as a result of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Alum Rock Union Elementary School District:

1. That all of the foregoing recitals are true and correct;

2. That each of the assertions contained in Resolution No. 41-24/25 are true and correct;

3. That sufficient cause exists for the termination of the services of the following probationary and permanent certificated employees who did not request a hearing and, therefore, waived their right to a hearing, and for the termination of the services of the following probationary and permanent those certificated employees who, pursuant to the Layoff Agreement, have withdrawn any and all requests for hearing and waived the exercise any hearing rights as provided by Education Code §§ 44949 and 44955:

Sydney Beaver, Teacher, Elementary, 1 FTE; Helena Campos, Teacher, Elementary, 1 FTE.

4. That the employment of the certificated employees listed in this Resolution is terminated effective upon the close of this school year;

5. That this decision is effective immediately and that the Superintendent or his designee(s) may take such actions as are necessary and appropriate to implement this Board's decision, including at least giving appropriate notice to those certificated employees listed in Exhibit A of the termination of their services because of discontinuances and reductions of particular kinds of services to take effect upon the close of this school year, with these notices being given before May 15, 2025, in the manner prescribed in Education Code Section 44949;

6. That except as otherwise authorized by statute, in implementing the reduction in services at the commencement of the 2025-2026 school year, the services of no permanent employee (or other employee) shall be terminated, in whole or in part, while any probationary employee, or any other employee with less seniority is being retained to render a service which said permanent (or other) employee is certificated and competent to render, within the meaning of Education Code Section 44955(b); or, alternatively, the individuals whose employment is being terminated, in whole or in part, are not certificated and competent (within the meaning of Education Code Section 44955) to render the service being performed by any employee with less seniority who is being retained;

7. That re-employment rights be afforded in accordance with the Education Code and the Layoff Agreement (as to those certificated employees who are a party to that agreement), if and when re-employment is offered and to the extent any re-employment rights are applicable to any of the above referenced employees;

8. That nothing in this Resolution shall either require or preclude continuation of affected employees in employment associated with their current programs should the Board determine to reinstate or continue services previously identified for reduction or elimination.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California, this 8th day of May, 2025, by the following vote:

AYES: ____
NOES: ____
ABSENT: ____
ABSTAIN: ____

Alum Rock Union Elementary School District
Dated: May 8, 2025

CERTIFIED AS A TRUE AND CORRECT COPY:

_____
Minh Pham, Clerk of the Board

EXHIBIT A

Reina Aguirre, Teacher, Middle School Classroom, 1 FTE

Gema Arriaga, Teacher, Elementary, 1 FTE

Sydney Beaver, Teacher, Elementary, 1 FTE

Helena Campos, Teacher, Elementary, 1 FTE

Karina Hernandez, Teacher, Elementary, 1 FTE

Andrea Manto, Teacher, Elementary, 1 FTE

James Matsumoto, Teacher, Middle School History/Social Studies, 1 FTE

Angelica Bautista Miranda, Teacher, Elementary, 1 FTE

Leticia Ramirez, Teacher, Elementary, 1 FTE

Alexis Rodriguez Salcedo, Teacher, Middle School Physical Education, 1 FTE

Keith Stamper, Teacher, Middle School Physical Education, 1 FTE

Ana Tejada, Teacher, Elementary, 1 FTE

Judit Van Caenegem, Teacher, Elementary, 1 FTE

Elisha Villanueva, Teacher, Elementary, 1 FTE

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: April 24, 2025

Subject: **Teacher of the Year**
Staff wishes to recognize the 2025 Teacher of the Year

Support Information: Each year, all schools in the district are invited to nominate an outstanding teacher for consideration as Teacher of the Year. Each school nominates one teacher based on the criteria provided by the Santa Clara County Office of Education. A committee reviews all nominations and selects one teacher to represent Alum Rock Union School District as the Teacher of the Year. *Shayne Nessren Soriano from Russo/McEntee Academy has been chosen as Alum Rock's 2025 Teacher of the Year.*

Fiscal Impact: No

Budgeted: No Cost

Budget Source: Not Applicable

Recognition Only:

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

To the Board of Trustees:

Recognition Only

8.1
Agenda Placement

Meeting: May 8, 2025
Regular Board Meeting

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: April 14, 2025

Subject: **Devine Intervention Services**

Support Information: Ms. Devine will provide Mental Health services and behavior clinical support to special education TK-5th grade students within the Alum Rock School District per students Individualized Education Program (IEP) requirements. Contractor will manage cases of students with counseling IEP services for the District.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Special Education

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the contract with Devine Intervention Services for the 2025-2026 school year. The cost of this contract is $206,640.

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

To the Board of Trustees: Meeting: May 8, 2025
Regular Board Meeting

Recommend Approval

9.1
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Special Education (School/Dept.) VENDOR NO. 300478

Submitted by: Anthony Colonna, Director Special Education

☐ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Devine Intervention Services

Address: 589 Curie Dr City: San Jose State: CA Zip: 95123

Phone: (415) 298-6472 Email Address: _____

SSN: 545-67-8926 or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 2025, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
Contractor will provide Mental Health services and behavior clinical support to special education TK-5th grade students within the Alum Rock District per students' Individualized Educational Program (IEP) requirements. Contractor will manage cases of students with counseling IEP services for the District.

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.

X a. **Fee Rate:** $140.00/hour 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 XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
080	3327	0	5815	00	5750	1190	000000	380	3327	80,724	
080	6546	0	5815	00	5001	3900	000000	380	6546	118,916	
080	6500	0	5815	00	5750	1130	000000	380	1750	7,000	

4/24/25

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



Proposed Contract for Devine Intervention Services for the 2025-2026 school year at Alum Rock Union School District, Special Education Department:

Start Date: July 1, 2025
End Date: June 30, 2026
Rate of Pay: $140/ hour
Timeline: 7.5 hours per day for 180-day School Year (1,350 hours) with Extended School Year (approximately 4.5 hours for 20 days= 45 hours); 6-7 additional hours per month as needed to
attend required IEP meetings, case management for all SPED counseling cases (collaboration, training, Clinical Supervision for one Associate Marriage and Family Therapist and guidance for SPED therapists), family collaboration meetings and therapeutic support (a maximum of 81 hours); Maximum number of hours for the 2025-2026 school year: hours.
Caseload: Maximum number of students on caseload: 23 students
Job Title: Therapeutic Coordinator for the Special Education Department
Clinical Supervisor for Associate Marriage and Family Therapist
Mental Health Service Provider
Therapeutic Program Consultant
Services to be Performed:
Erin Devine, Licensed Marriage and Family Therapist #98035 will provide behavioral and therapeutic support services for students with IEPs. Services to include: both individual and group therapy sessions; Social Emotional Learning consultation; participation in IEP meetings; provide professional development for families and staff to meet the mental health needs of ARUSD students; and collaboration with IEP teams. Therapist will meet with and train Therapeutic Program Staff to maintain best practices for working with students with trauma and other mental health needs.Therapist will also manage the cases of all students with counseling IEP services for the Special Education Department. This includes tracking all of the IEP counseling cases, training counseling service providers, and consultation with case managers as needed. Therapist will also be the Clinical Supervisor for one Associate Marriage and Family Therapist.

4/22/25

Erin Devine, LMFT #98035 — Date
Devine Intervention Services

Germán Cerda — Date
Superintendent of ARUSD

589 Curie Drive | San Jose, CA 95123| devineinterventionservices@gmail.com | 415.298.6472

9.2

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: March 10, 2025

Subject: **Sunbelt Staffing, LLC**

Support Information: Sunbelt will provide behavior techs/paraprofessionals to assist teachers/students at various sites within Alum Rock. Due to the lack of applicants for paras, contracting with this vendor is necessary in order to stay compliant.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Special Education

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the contract with Sunbelt Staffing for the 2025-2026 school year. The cost of this contract is $157,470.

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

To the Board of Trustees: Meeting: May 8, 2025
Regular Board Meeting

Recommend Approval

9.2
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Docusign Envelope ID: 9594D039-649F-4CD9-963F-2F0E1B760670

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Special Education (School/Dept.) VENDOR NO. 300322

Submitted by: Anthony Colonna, Director Special Education

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Sunbelt Staffing, LLC

Address: 501 Brooker Creek Blvd #A-400 City: Oldsmar State: FL Zip: 34677

Phone: (813) 792-3428 Email Address: _____

SSN: _____ or Fed I.D. #: 59-3675910

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, , 20 25 , and will diligently perform as required and complete performance by June 30, , 20 26 , unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Sunbelt will provide behavior techs/paraprofessionals to assist teachers/students at various sites within Alum Rock. Due to the lack of applicants for paras, contracting with this vendor is necessary in order to stay compliant.

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.

X a. **Fee Rate:** $ 55.00-78.00/hr 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 XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
080	6546	0	5815	00	5750	1190	000000	380	6546	157,470	

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

Sunbelt Staffing

California Rate Sheet

2025 - 2026 School Year

Discipline	Hourly Bill Rate Range
Speech Language Pathologist	$90 – 135
Physical and/or Occupational Therapist	$90 – 135
SLPA, PTA and/or COTA	$70 – 85
SLP - CFY	$80 – 100
School Nurses – RN/LPN/CNA	$65 – 115
Psychologist	$95 – 135
Behavior Specialist	$70 – 98
Guidance Counselor	$70 – 93
Social Worker / MFT / PPSC	$70 – 98
Special Education Teacher	Call for Rate
Life Skills Teacher	Call for Rate
Sign Language Interpreter	$65 – 85
Teacher of the Visually Impaired	$80 – 110
Adaptive Physical Education Teacher	$80 – 110
Orientation Mobility Specialist	$80 – 110
BCBA	$90 – 135
Instructional Assistant / ParaEducator / ABA Therapist / RBT	$55 – 78
Bilingual / Teletherapy SLP, OT, TVI, TDHH, etc.	Add $5 - 15

Senior Account Manager
Brittany Riefler
Sunbelt Staffing
Office: (813) 792-3458
Fax: (877) 831-8513
Brittany.Riefler@SunbeltStaffing.com

ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Addendum to Independent Contractor Agreement for Services is entered into the Agreement dated March 18, 2025, (the "Agreement"), by and between The Alum Rock Union Elementary School District ("ARUESD") and Sunbelt Staffing LLC ("Contractor"), both of whom agree to be bound by this Addendum.

WHEREAS the parties desire to add or modify certain portions of the agreement based on their mutual consent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ARUESD and Contractor agree as follows:

I. **Paragraph 6, Termination**: Modify the first sentence to read, "This contract may be terminated by either party upon thirty (30) days advance written notice."

II. **Paragraph 16, Assignment**: Add sentence "Likewise, without the written consent of Contractor, this agreement is not assignable by ARUESD."

III. **Insert additional provision, Limitation of Liability:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

All other terms and conditions of the Independent Contractor Agreement for Services shall remain the same. This Addendum shall go into effect on the date of the undersigned parties.

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

THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By: _____

Name: German Cerda

Title: Superintendent

SUNBELT STAFFING LLC

By: Jordan Berry

Name: **Jordan Berry**

Title: Division Director

March 20, 2025 18:48 UTC

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: April 11, 2025

Subject: **City Year, Inc.**

Support Information: City Year San Jose will deploy teams of AmeriCorps Members to two ARUSD sites – Hubbard and Ryan. City Year San Jose will deliver their research based, student intervention and support model to both sites for the 2025/2026 School Year.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: ELOP – Expanded Learning Opportunity Program

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the contract with City Year, Inc. for the 2025/2026 School Year in the amount of $250,000.00.

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

To the Board of Trustees: Meeting: May 8, 2025
Regular Board Meeting

Recommend Approval

9.3
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Docusign Envelope ID: 7F6800B1-AC56-4021-9295-BA012DB313CA

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. 015415

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: City Year, Inc.

Address: 530 Lakeside Dr., Suite 250 City: Sunnyvale State: CA Zip: 94085

Phone: (804) 350-5639 Email Address: gchu1@cityyear.org

SSN: _____ or Fed I.D. #: luke.hostetter@cityyear.org

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on May 9, 2025, and will diligently perform as required and complete performance by ~~June 30, 2026~~, 20____, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

City Year San Jose will deploy teams of AmeriCorps Members to two ARUSD sites - Hubbard and Ryan. City Year San Jose and will deliver their research based, student intervention and support model to both sites for the 2025/2026 School Year.

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.

__X__ b. **Other:** $250,000.00 (describe rate agreement) $125,000.00 per school site / contract not to exceed $250,000.00

5. **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	3214	0	5815	00	1110	1000	000000	360	7392	250,000.00	4/25/25
											4/25/25

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

Docusign Envelope ID: 87480B76-0F63-47D9-BB6A-9EF4548ED7E5

DISTRICT SERVICE AGREEMENT
By and Between
ALUM ROCK UNION SCHOOL DISTRICT
And CITY YEAR, INC.
2025-2026

RECITALS

THIS DISTRICT SERVICE AGREEMENT is made as of this May 8, 2025, by and between Alum Rock Union School District (hereinafter, the "District") with an address of 2930 Gay Avenue, San Jose, CA 95127, and City Year, Inc. (hereinafter, "City Year"), a not for profit organized for educational and charitable purposes under the laws of the Commonwealth of Massachusetts with an address of 287 Columbus Avenue, Boston, Massachusetts 02116.

A. **WHEREAS,** the District, is a local education agency located in San Jose, CA.

B. **WHEREAS**, City Year is a 501(c)(3) organization providing youth development and education support services.

C. **WHEREAS**, City Year provides school districts with a scalable, centrally managed model that delivers a holistic set of whole-school and focused supports to ensure students stay engaged in learning and on track to graduate. As one of the nation's largest AmeriCorps programs with established sites across the United States, City Year annually recruits, trains, and deploys thousands of young adults for a year of full-time service to support school districts in their efforts to improve our nation's schools.

D. **WHEREAS**, City Year is committed to supporting the District's goal to improve the academic achievement and behavior development of its pupils. City Year's Whole School Whole Child™ ("WSWC") model leverages the unique assets of near-peer AmeriCorps members to deliver research-based whole school supports and student interventions targeting the early warning indicators of poor attendance, unsatisfactory behavior, and course failure in English and math.

E. **WHEREAS**, City Year's services support quality, data-driven instruction, deepen family and community engagement, and contribute to a culture of empowerment, achievement, and service.

F. **WHEREAS**, AmeriCorps members deliver services to provide a continuous, supportive presence throughout the day to build mutually supportive connections between students' classroom learning and their before and after school experiences. City Year AmeriCorps members provide a variety of supports that can be delivered both in-person and through virtual learning.

G. **WHEREAS**, the collaboration between City Year and the District will accelerate student achievement in schools, support the District acceleration and improvement efforts and attract new federal and private resources to the community.

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

1. **Term of Agreement**. The term of this Agreement shall commence on July 1, 2025 and conclude on June 30, 2026 (the "Term").

2. **Scope of Services.**

a. For each of the schools identified in the Deployment Plan in Section 3 of this Agreement, City Year agrees to provide services substantially similar to those described in Appendix A - Executive Summary of the Statement of Partnership attached hereto, which outlines shared goals, WSWC services, school-level data requirements, and conditions for success between City Year and the partner school. To comply with the terms of its grant with AmeriCorps, City Year is required to retain a completed Statement of Partnership for each of the schools identified in the Deployment Plan. City Year will coordinate with principals at each partner school to finalize and deliver a fully executed Statement of Partnership no later than September 30, 2025. A copy of the Statement of Partnership for each school will be available upon request.
b. In the event of any conflict or inconsistency between the terms and conditions hereof and any terms or conditions set forth in any Statement of Partnership, or other document relating to the obligations contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.
c. All schools to which this Agreement applies shall be mutually agreed to by City Year and the District. School deployment and allocation of resources (including AmeriCorps team size) shall be determined based on school enrollment to ensure fidelity to the WSWC model. The parties acknowledge that the scope of services set forth in this Agreement is subject to change and contingent on the availability of adequate funding from AmeriCorps (see Section 11 Termination herein).

3. **Payment Obligations**. In exchange for the services to be rendered by City Year under this Agreement, the District agrees to compensate City Year in the aggregate amount of $250,000, allocated as outlined in the Deployment Plan table below:

School	Allocation of Payment
Hubbard Elementary School	$125,000
Ryan STEAM Academy	$125,000
Aggregate Payment	**$250,000**

City Year shall invoice the District the following amounts to be due and payable to City Year within 30 calendar days following receipt of invoice, which will be issued on each of the dates listed below:

a) $62,500 – July 1, 2025
b) $62,500 – October 1, 2025
c) $62,500 – January 1, 2026
d) $62,500– April 1, 2026

City Year will submit invoices via email to the following contact:
Veronica Robles, Administrative Assistant
2930 Gay Ave.
San Jose, CA 95135
(408) 928-6932
veronica.robles@arusd.org

4. **Mutual Planning Efforts**. The District and City Year agree to collaborate during the Term of this Agreement in order to ensure that the appropriate conditions for success, performance metrics, and school deployment strategies are in place to maximize the collaboration's impact on students and to meet the District's strategic priorities.

5. **Non-Solicitation.** Unless prohibited by applicable law, the District and City Year agree that, for the duration of this agreement, neither party shall solicit any AmeriCorps member to depart from City Year

during the AmeriCorps member's term(s) of service in pursuit of another job opportunity, unless agreed upon in writing.

6. **AmeriCorps Prohibited Activities.** City Year and the District agree that neither party shall direct AmeriCorps members to engage in any actions that violate AmeriCorps prohibited activities, as set forth on Appendix B - AmeriCorps List of Various Non-Allowable Activities, attached and incorporated by this reference.

7. **Performance Assessment and Data Sharing**. The District and City Year agree to assess performance under this Agreement on an ongoing basis and make improvements as needed to maximize the ability of AmeriCorps members to improve student achievement. To facilitate that assessment, the District agrees to the data sharing terms reflected in Appendix C - Data Sharing Agreement, pursuant to which the District shall provide to City Year student-level data related to achievement and other data reasonably necessary for the purposes of program implementation and evaluation. City Year shall maintain the confidentiality of all student records furnished thereunder by the District to the fullest extent required by applicable state and federal law, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

8. **Extended Learning and After School Program Activities.** The District and City Year agree that for each of the schools covered by this Agreement whose Statement of Partnership includes After School Program activities, authorized representatives from each of the relevant schools and City Year shall meet to ensure safety protocols are agreed to, including, without limitation, student attendance and absence plans, arrival, headcount and dismissal procedures, student medical plans, emergency protocols and a requirement that each child participating in the After School Program, provide to City Year a waiver signed by the parent or guardian of such child acknowledging, among other things:

   a. risks associated with extended learning in out-of-home settings, including the After School Program,
   b. authorizing the child to participate in the educational, athletic, and recreational programs of the After School Program,
   c. releasing and agreeing to hold harmless City Year, its employees, agents, officers, directors, sponsors and all volunteers from any and all liability, loss or damage, actions, claims and demands which may arise from the child's participation in the activities of the After School Program,
   d. certifying that the child is in normal health, and is capable of participating safely in the educational, athletic and recreational programs of the After School Program, and
   e. agreeing that should any injury occur to the child during participation in the After School Program, City Year is authorized to arrange for or to provide emergency medical treatment and to arrange for or provide transportation to the nearest medical facility.

   The District acknowledges City Year's right to refuse to allow a child to participate in the After School Program in the event of any material deviation from agreed upon safety procedures. The District agrees that each of the schools identified in the Deployment Plan shall make appropriate space available (classroom, gymnasium, outdoor play area and designated eating area) kept in safe, working order for City Year to render it's After School Program services. The District shall also ensure that a representative from any school with an After School Program is designated to be on site at the school during the After School Program or will be quickly accessible during the After School Program hours in case of emergency.

9. **Corporate Support**: As part of its service, City Year may work with corporate partners to bring additional resources into schools. These partnerships can include (a) providing financial support to City Year and/or the school/district, (b) sharing information about and access to corporate community service and engagement programs, and (c) engaging employee volunteers to supplement the service of AmeriCorps members in schools. City Year acknowledges and agrees that all corporate partners will be subject to all District policies.

10. **Excused Performance; Force Majeure Event.** If a party wishes to excuse performance under the Agreement as a consequence of an Event of Force Majeure (as defined below), it shall as soon as possible following the occurrence or date of commencement of such Event of Force Majeure, provide Notice to the other party of the nature and expected duration of such Event of Force Majeure and shall thereafter keep the other Party informed until such time as, in its sole judgment, it is able to perform its obligations.

    Subject to the proviso at the end of this subsection, neither the District nor City Year shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the date of such Notice; provided, however nothing contained herein shall be construed to excuse the District's obligation to pay City Year for services rendered prior to the date of such Notice.

    For purposes of this Agreement, "Event of Force Majeure" means an event beyond the control of the District and City Year, which prevents a party from complying with any of its obligations under this Agreement, including but not limited to:
    a. act of God (such as, but not limited to, pandemic, fires, explosions, earthquakes, drought, tidal waves and floods);
    b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
    c. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
    d. physical or geological conditions or the presence of hazardous materials or waste of a nature or in locations, quantities, concentrations or conditions which could not reasonably have been expected by the parties;
    e. riot, strike, lock out, work stoppage, labor dispute or such other industrial action or disorder, unless solely restricted to personnel of City Year; or
    f. acts or threats of terrorism.

    If as a result of an Event of Force Majeure a school serviced under this Agreement is closed and that closure lasts for a period of forty-five (45) calendar days or longer, City Year and the District shall meet and in good faith negotiate mutually acceptable modifications to the Agreement. If after one hundred eight (180) days from the Notice of an Event of Force Majeure, the parties are unable to agree on modified terms of this Agreement, either the District or City Year may give to the other a Notice of an Event of Force Majeure delivered in accordance with Section 10.

11. **Termination**. This Agreement shall terminate upon any one of the following events:
    a. Mutual written agreement of the parties (such termination to be effective as specified in such written agreement), but in no event earlier than thirty (30) days' prior written Notice to the other party;
    b. Notice delivered in accordance with Section 10;
    c. The District declining to appropriate funds for subsequent fiscal years consistent with the terms of this Agreement;
    d. City Year does not receive adequate funding commitment from AmeriCorps to support the level of service set forth in Section 2 of this Agreement; or
    e. If either party commits a material breach of this Agreement, the other party may terminate by sending notice of intent to terminate in writing to the other party with reasonable specificity of the breach; such termination to be effective if such material breach has not been cured within 30 days of the delivery of such notice.

    In the event of termination under this Section 11, City Year shall be entitled to payment for services performed prior to the event giving rise to the termination. Payment for services after an invoice date shall be pro-rated based on the number of business days that have elapsed.

12. **Hold Harmless and Mutual Indemnity**. City Year agrees to indemnify and hold harmless the District, its officers, directors, agents, and employees, from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs and expenses, including reasonable attorney's fees, which may be incurred or sustained by reason of the failure of City Year to fully comply with the terms and obligations of this Agreement, or for City Year's errors or omissions or intentional wrongs. To the extent permitted by law and to the extent funds are appropriated or coverage is available for this obligation, the District agrees to indemnify and hold harmless City Year, its officers, directors, agents, and employees, from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs and expenses, including reasonable attorney's fees, which may be incurred or sustained by reason of the failure of the District to fully comply with the terms and obligations of this Agreement, or for the District's errors or omissions or intentional wrongs.

13. **Criminal Record Check.** City Year shall not assign or place any person in a position where they have contact with students of the District if that person is required to be registered as a sex offender. City Year will ensure that criminal record background checks are performed on all City Year AmeriCorps members and any employees who will have access to or contact with District students. State checks may be conducted based on location. City Year agrees that it will supply the District with full and complete copies of National Sex Offender and applicable state check reports upon request. Additionally, a Federal Bureau of Investigation (FBI) check or a national level search will be run. The FBI report is adjudicated by an external vendor therefore a clearance is available upon request. City Year agrees that the District may in its sole discretion exclude any City Year AmeriCorps member or employee from working with the District students based on the results of a criminal record background check. If the District deems additional background checks necessary, the District assumes the burden of conducting and adjudicating these additional checks.

14. **Compliance with Applicable Law**. Each of the parties hereto agrees to comply with any and all federal and state laws, applicable to its operation, its execution, delivery and performance of this Agreement and the operation of the school buildings in the State of California.

15. **Insurance**. City Year shall maintain Commercial General Liability ("CGL") insurance in an amount not less than $1,000,000. Upon its execution and delivery of this Agreement, the District shall be an additional insured on said policy. Upon request, City Year shall furnish the District with a copy of its current Commercial General Liability certificate of insurance. If City Year's policy is canceled during the term of this Agreement, City Year shall immediately notify the District.

16. **Independent Contractor**. The District and City Year agree that City Year is an independent contractor and is not an employee of the District. City Year shall be responsible for payment of all taxes, including federal, state, and local taxes arising out of City Year's services, including, but not limited to, federal and state income taxes, Social Security tax, unemployment insurance taxes, and any other taxes. City Year employees and AmeriCorps members shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. City Year shall have no authority to assume or incur any obligation or responsibility for the District, or to make any warranty for or on behalf of the District, or to bind the District.

17. **Expenses**: The parties shall pay their respective attorney fees, accounting fees and other costs and expenses incurred in connection with the performance of this Agreement.

18. **No Assignment**. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other.

19. **No Third-Party Beneficiary**. This is not a third-party beneficiary contract. No person or entity other than a party signing this Agreement shall have any rights under this Agreement.

20. **Severability**. In the event that any provision of this Agreement, or the application of such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable, the remainder of this Agreement shall continue to be enforceable to the fullest extent permitted by law.

21. **Headings**. Any headings contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

22. **Counterparts Permitted**. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

23. **No Waiver**. A party to this Agreement may, on a single occasion or on multiple occasions, waive or fail to require full and timely performance of any obligation arising under this Agreement. Such waiver or failure to require full or timely performance shall not be deemed a permanent waiver of any such obligation. No such decisions or failures shall give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing or other defense of any nature to any obligation arising hereunder.

24. **Choice of Law and Venue**. This Agreement shall be subject to, and interpreted by and in accordance with, the laws of the State of California.

25. Notice. Any notice, demand, or other communication given or required to be given under this Agreement (sometimes collectively referred to as a "Notice") shall be in writing and shall be delivered to the address of the party as set forth below:

    If to: City Year San Jose/Silicon Valley
    530 Lakeside Dr, Suite 250
    Sunnyvale, CA 94085
    Attention: Luke Hostetter, Senior Vice President and Executive Director
    luke.hostetter@cityyear.org

    With a copy to:

    City Year, Inc.
    287 Columbus Avenue
    Boston, MA 02116
    Attention: George Chu, Chief Financial Officer
    CFO@cityyear.org

    If to: Alum Rock Union School District
    2930 Gay Avenue
    San Jose, CA 95127
    Attention: German Cerda, Superintendent of Schools

26. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding such subject matter and may not be modified or amended except by a written agreement specifically referring to this Agreement signed each party hereto.

Docusign Envelope ID: 87480B76-0F63-47D9-BB6A-9EF4548ED7E5

[Signatures to Follow]

Docusign Envelope ID: 87480B76-0F63-47D9-BB6A-9EF4548ED7E5

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representative to sign and deliver this Agreement on the day and year first above written.

ALUM ROCK UNION SCHOOL DISTRICT

By: German Cerda
Its: Superintendent of Schools

Date

CITY YEAR, INC.

DocuSigned by:
George Chu
D320B728E9CC48D...

By: George Chu
Its: Chief Financial Officer

4/10/2025
Date

By: Luke Hostetter
Its: *Senior Vice and President Executive Director

Date

**Unofficial Signatory*

Docusign Envelope ID: 87480B76-0F63-47D9-BB6A-9EF4548ED7E5

Appendix A - Executive Summary - Statement of Partnership
City Year and School – 2025 through 2026

The Statement of Partnership outlines goals, Whole School Whole Child services, evaluation requirements, and conditions for success for the City Year and School partnership in connection with the Alum Rock Union School District.

This Executive Summary provides a brief overview of the goals, services and partnership management expectations agreed upon by City Year and School staff; see the full Statement of Partnership for further information on services, data/evaluation requirements and roles/responsibilities.

ATTENDANCE

Attendance Initiatives (Tier 1)
Support School-wide Attendance Initiative (Tier 1)
Attendance Coaching (Tier 2)

Goal:

Condition:

BEHAVIOR

Behavior Development Appreciation and Recognition (Tier 1)
Behavior Skills Instruction: 50 Acts of Greatness [3-5] (Tier 2)
Behavior Instruction: School-provided Behavior Coaching (Tier 2)
Behavior Skills Attendance Coaching: Check in, Check out

Goal:

Condition:

COURSE PERFORMANCE: ELA/LITERACY

English/Literacy Classroom (Instructional) Support (Tier 1)
English/Literacy Events (Tier 1)

Goal:

Condition:

COURSE PERFORMANCE: MATH

Math Classroom (Instructional) Support (Tier 1)

Goal:

Condition:

CROSS INDICATORS

AFTER SCHOOL

After-school programming co-provider (Tier I)

Monitoring Success

- A City Year staff member will participate as a member of school's leadership team, as appropriate.

- City Year AmeriCorps and staff members will participate in teacher team meetings, including subject area and cross-subject area teams.
- City Year staff will meet with the school's leadership team to conduct a formal partnership review at least twice per year.
- City Year staff will meet with a school partner liaison to discuss progress against goals at least bi-weekly.
- City Year AmeriCorps members will meet with their partner teacher(s) at least bi-weekly to discuss student progress, review intervention session plans, and plan for collaborative classroom support.

Preparation and Training

In order to launch the partnership successfully and prepare City Year AmeriCorps members to be an integrated part of the school's instructional program:

- The City Year team will participate in summer training and on-going professional development opportunities, which will be discussed and scheduled by the school liaison and City Year staff. The School Partner will provide training for AmeriCorps members on the school's core curriculum in ELA and Math, as well as training on any supplemental programs used for student intervention.
- The School Partner will provide an orientation to the any/all of the school's climate and student engagement initiatives, socio-emotional learning programs, student behavior policies, student support referral systems, attendance support initiatives, and attendance policies. This will happen virtually if necessary.
- The School Partner will introduce the AmeriCorps members to any outside afterschool program providers and/or orient them to afterschool program curricula. This will happen virtually if necessary.
- The School Partner and City Year will design and implement an orientation for the school staff and the City Year team. City Year will participate in the school's orientation for faculty and staff during which the City Year team will host an orientation for the School Partner faculty and staff to introduce the teachers and school staff to the City Year AmeriCorps members, build team and share a plan for the year. The School Partner will introduce the AmeriCorps members to the school's vision and basic operations. This will happen virtually if necessary.
- The School Partner will inform the City Year team of the school emergency/safety plan policy, mandated reporting procedures and any information relevant to their interactions with students and staff. This will happen in person if necessary.

Material Support

School *agrees to provide the City Year Team with:*

- Consistent tutoring space, which includes tables or desks and chairs, that is reasonably free of distraction.
- Dedicated closed-door planning and meeting space including a secure storage space for personal belongings and service-related materials.
- Dedicated space to lead after-school/enrichment activities.
- Regular access to an adequate number of computers, internet and telephones that have external access capabilities, following the school's established protocols.
- Access to copier and office supplies as necessary to support the team.
- Access to service-related supplies and materials, including text and library books, teacher guides, curriculum support materials, intervention program materials, test prep materials, worksheets, hands-on materials, etc.
- Bulletin board(s) to communicate City Year programs and/or impact data.
- Access to the school's network with access to the Internet available throughout the day for City Year provided laptops and tablets to support the City Year team accessing CY tools and entering data about our activities in the school.

- Access to school/district Student Information System to support CY team in having the latest information about a student's attendance and assignments to facilitate supporting the student as well as enabling more meaningful conversations with teachers about the student.

Who is the City Year AmeriCorps Member (ACM)?
A deeply empathetic relationship-builder with a growth mindset committed to a cause greater than oneself.

Identity Formation
AmeriCorps members possess a self-narrative about who they are as learners and leaders, and the meaning they've gained from their experience
Agency
AmeriCorps members believe in their ability to succeed, advocate for themselves, and make a difference in their communities
Durable Skills
AmeriCorps members develop and accelerate durable, foundational skills in relationship building, persistence, flexibility & adaptability, critical & analytical thinking, continuous improvement and self-accountability and the effective application of them to their work with students

City Year is committed to a service experience that values their voice and safeguards their health and well-being. Through coaching and managing, our Impact Staff are in place to support the development of Identity Formation, Agency and Durable Skills.

Learning and development days for our ACMs take place over the course of their year. City Year designs a series of community-centered activities created to help our Corps develop skills, meaning making of our shared service journey, and support greater impact with students.

ACM Coaching Support System
CY implements a coaching approach is asset based and creates an environment that is supportive of corps members meeting their own personal success standards and achieving against their scope of work on their team and with their students. Overall, this approach should hold a mindset that focuses on:

- Identifying ways that we all contribute to making change and opportunities possible for our students
- A focus on supporting individual definition of personal excellence within the scope of our work that aligns to the local definition of full program participation
- A belief that punitive punishment does not cause you to perform better. Instead, we will use coaching and feedback as tools for improvement and personal development

What can we expect from the CY ACM?
ACMs are 17-25 year olds who are identified as life-long learners and future civic leaders. They are placed on a team where skills and strengths are leveraged to support the whole school community. This shared experience allows our ACMs to experience a community of practice, build teamwork skills and connect through a year of service.

In partnership with the school and classroom, the service year is an opportunity to establish positive developmental relationships with students that have a measurable impact on the students' behavior and academic development and to partner with teachers and school partners to strengthen the learning environment. City Year ACMs contribute their unique identities, perspectives and skills to create a unique asset to your school community.

APPENDIX B: AmeriCorps List of Non-Allowable Activities

Prohibited Activities (see 45 CFR § 2520.65):
While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or AmeriCorps, staff and members may not

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engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
   a. A business organized for profit;
   b. A labor union;
   c. A partisan political organization;
   d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
   e. An organization engaged in the religious activities described in paragraph C.7. above, unless AmeriCorps assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as AmeriCorps may prohibit.

In addition to the above activities, the activities listed below are expressly prohibited:

Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals 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- AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing engaging in any of the above activities on their personal time.

All locations where members serve should post a list of the prohibited activities, when possible.

Additional AmeriCorps Restrictions (see 45 CFR § 2540.100):

Nonduplication. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the Nondisplacement requirements are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

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Nondisplacement.

1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that -
   a. Will supplant the hiring of employed workers; or
   b. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any -
   a. Presently employed worker;
   b. Employee who recently resigned or was discharged;
   c. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
   d. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
   e. Employee who is on strike or who is being locked out.

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APPENDIX C: Data Sharing Agreement

In order for City Year to successfully implement the services described in the District Service Agreement between the parties and improve student performance, it is essential that City Year have access to the necessary data and support to properly monitor, adjust and measure the impact of the student supports provided.

ACCORDINGLY, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

1. **Use of Data**. City Year uses student-level performance data in partnership with district and school personnel to:
   - determine the scope and types of whole-school, in-class, and targeted student services it will provide;
   - set goals with school administration, teachers, and students regarding school, classroom, and student outcomes;
   - monitor the progress and evaluate the efficacy of its suite of services, from individual students up to whole-school impacts;
   - identify students who are in need of intensive support, monitor their progress, plan and track their interventions throughout the year;
   - report on performance metrics to the school and the school district; and
   - inform and refine our WSWC model design and improve overall quality of service.

2. **Obligations of City Year**. To ensure appropriate whole school and targeted interventions are provided, City Year agrees to:
   - periodically review student progress in coordination with representatives from each school partner's student support team (or reasonable proxy) and make decisions regarding student participation in the partnership's targeted interventions;
   - complete periodic reports on behalf of the partnership to City Year's stakeholders, including the school district and AmeriCorps;
   - share evaluation reports from evaluations commissioned by City Year; and
   - track key output data related to City Year's core services.

3. **Obligations of the District**. To ensure appropriate whole school and targeted interventions are provided, the District agrees to:
   - provide a primary data collection liaison/data coordinator to ensure that the school and/or the school district provide all necessary student-level data in a timely basis, in accordance with district policies and procedures;
   - help facilitate the completion of surveys and report outcome data in a timely manner to help facilitate internal or external reporting on City Year's impact;
   - facilitate and/or support the collection of student-level whole school data as outlined below; and
   - provide all students' previous year data for all schools covered under this agreement to City Year no later than September 1 of the following school year(s) (that is at the start of each school year covered by this agreement).
   - provide all end of year data for the school year(s) covered under this agreement to City Year no later than October 1 of the following school year(s).

4. **Data Access, Acquisition, and Requirements**. From the District, City Year will receive the following identifiable, student-level information for all students in the schools that are part of this Agreement (a sample of the preferred data file formats is available):
   - attendance data (e.g. daily absence or tardiness, number of absences/tardies over a specified time period, days attended and missed, average daily attendance);
   - behavior/discipline data (e.g. number of detentions, suspensions, office referrals);

- climate & culture data (e.g. student, teacher, family, or other climate survey results);
- ELA and math assessment data (e.g. teacher-produced, district interim and benchmark, district and state standardized tests);
- ELA and math marking period grades and end-of-course grades;
- ELA and math course assignments and grades (if available);
- student identification and demographic data (e.g. name, district ID, date of birth, race/ethnicity, gender); and
- class, class enrollment, teacher, and school identification data (e.g. name of ELA and math class and teacher, class rosters, school and class schedules).

This data will be provided for the current academic year on at least a weekly basis via a secure file transfer from the District to City Year and/or (to an agreed upon third-party data collection and management company) City Year's data transfer partner, which will use a purpose-built data integration tool to produce data visualizations specific to the needs of K-12 Districts.

Each school will complete surveys which will be used for reporting City Year's impact. These include:
- periodic principal, school liaison, and teacher surveys;
- periodic student surveys; and
- any other pre-arranged survey efforts that will assist City Year to improve its services.

The District will provide updated feeder pattern/student matriculation data, as needed – on an annual basis – to inform the strategic deployment of City Year AmeriCorps members to schools.

Additionally, to enable City Year's partnership with the District, as well as the ability for City Year to support the District's virtual learning efforts, if virtual learning takes place, the District agrees to:

1. Provide District email accounts to all City Year AmeriCorps members and relevant City Year staff; and
2. Provide access to any virtual learning applications and technology platforms to all AmeriCorps members and relevant City Year staff.

5. **Subcontractor Use of District Data**. To the extent necessary to perform its obligations specified in the Agreement, City Year may disclose District Data to subcontractors pursuant to a written agreement with the subcontractor. Subcontractors will be bound by all data security, storage, and retention requirements under FERPA and other applicable federal, state, and local laws. Files containing student data will only be shared via secure password protected networks and log-in information will only be shared with limited project personnel. For the limited purposes of the evaluation of City Year services and analyses of how to serve City Year's student populations most effectively, City Year may share student data with subcontractors who are agents, advisors, and third- party consultants, researchers, and evaluators ("Representatives"). In these instances, the student data will be de-identified, and students will be assigned unique External Evaluation ID numbers, assigned through an automated process. City Year will inform any Representatives of the confidential nature of the data and direct them to treat the data confidentially and for the limited purpose of assisting City Year with its research and evaluation. In districts where Institutional Review Board (IRB) approval is required, it is the responsibility of the Representatives to secure approval.

6. **FERPA**. City Year uses data in partnership with the District in the legitimate educational interest of students, by reviewing student-level data to identify which students need supports and to modify those supports in response to data, aligning with the requirements listed in 34 C.F.R. §99.31 of the Family Educational Rights and Privacy Act (FERPA).

For purposes of this Agreement, City Year shall function as an agent of the District with regard to accessing pupil record information necessary for City Year's performance. City Year agrees to the following conditions, as required by 20 U.S.C. §1232g and 34 C.F.R. §99.31(FERPA): City Year is under the direct

control of the agency or institution with respect to the use and maintenance of education records; and City Year is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

For purposes of studying the program to improve instruction, City Year shall comply with all requirements of 34 C.F.R. §99.31(a)(6). City Year shall conduct its study in a manner that does not permit personal identification of parents and students by anyone other than representatives of City Year authorized by this Agreement with legitimate educational interests for purposes of this Agreement. For the purposes of auditing or evaluating City Year's federally-supported program, City Year shall comply with 34 C.F.R. §§99.31(a) and 99.35.

7. **Ownership and Protection of Confidential Information**. Confidential Information means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as "confidential" or "proprietary" or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, school data and all school student records and personnel records of both parties.

   School Information means all information, in any form, furnished or made available directly or indirectly to City Year by the school partner or otherwise obtained by City Year from the school partner in connection with this Agreement, including all information of the school, District or any District affiliates to which City Year has had or will have access, whether in oral, written, graphic, or machine-readable form.

   City Year, the District, and each school partner will maintain the confidentiality of any and all student data exchanged as part of this Agreement. Confidentiality requirements will survive the termination or expiration of this agreement. To ensure the continued confidentiality and security of student data, City Year and school security plans will be followed. The exposure of Confidential Information by City Year, the District, or a school partner will be reported to the data owning party within 48 hours of discovery of the exposure and a report detailing the exposure's cause and all data revealed will be provided to the data owning party within 30 days.

   Confidential Information of either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party or its licensors, as applicable. Neither party shall possess nor assert any lien or other right against or to Confidential Information of the other party. No Confidential Information of either party, or any part thereof (including, without limitation, any School Information), will be sold, assigned, leased, or otherwise disposed of to third parties by the other party or commercially exploited by or on behalf of City Year, its employees or agents.

   During the course and scope of its services hereunder, City Year and/or its school partners will gain knowledge of or have access to, including electronic access to, Confidential Information of the other party, or otherwise have Confidential Information disclosed to it. The parties each understand that Confidential Information is made available to it only to the extent necessary to perform its duties within the course and scope of this Agreement, and the respective parties' and their respective personnel will use Confidential Information for no other purpose. Each party will disclose Confidential Information only to its personnel, representatives, and subcontractors with a need to access such data as a necessary part of the performance of this Agreement.

   City Year personnel may, by nature of the services, have access to systems and devices containing Confidential Information, but have no need to actually access such Confidential Information in order to perform Services. City Year therefore agrees to use reasonable efforts to avoid unnecessary exposure by City Year personnel to Confidential Information. City Year further agrees to comply, and agrees to require City Year personnel to comply, with all applicable laws relating to the access, use and disclosure of

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Confidential Information and any School Information embodied therein. The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

Notwithstanding the terms of this section, the parties may disclose Confidential Information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing party must provide the other party prompt notice of the order and at the other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

At no cost to the party that owns the Confidential Information, the other party shall upon (a) request by the owner at any time, and (b) upon termination or expiration of this Agreement and in accordance with applicable law, securely eliminate or return in the format and on the media in use as of the date of request, all or any requested portion of Confidential Information that may be in the other party's possession or control. Notwithstanding the foregoing and subject to any restrictions imposed by applicable law, the parties may each retain a copy of the other's Confidential Information solely for archival purposes and in connection with any dispute between the parties.

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: April 26, 2025

Subject: **Approval of Fundraising Activities**

Type: Action (Consent)

Support Information: The District has received fundraising requests as summarized on the attached sheet dated May 8, 2025.

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve these fundraising event requests.

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

To the Board of Trustees:

Recommend Approval

10.1
Agenda Placement

Meeting: May 8, 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
May 8, 2025

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Adelante I Dual Language Academy	Pizza My Heart	PTA	05/01/25-09/30/25
Adelante I Dual Language Academy	Worlds Finest Chocolate	PTA	05/09/25-06/06/25
Adelante I Dual Language Academy	Jamba Juice	PTA	05/01/25-09/30/25
Adelante II Dual Language Academy	Family Fun @ Chucky Cheese	PTA	05/29/25-05/29/25
Adelante II Dual Language Academy	Family Game Night	ASB	05/23/25-05/23/25
Adelante II Dual Language Academy	Trivia Night	ASB	05/16/25-05/16/25
Adelante II Dual Language Academy	Recycling Cans	ASB	05/12/25-05/30/25

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante 1 Date: 4/4/25

Description of Event: Type Pizza My Heart Vendor Pizza My Heart

Purpose for Event: raise money for Science Camp

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

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

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

Proposed Date(s) of Event: 5/1/25 - 9-30-25 Time of Event: After 5 pm

Contact Person: Nancy Garza

Location of Proposed Activity: 4898 San Felipe Rd San Jose CA

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 2

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

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

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

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

ASB Advisor: _____ (Signature) 4/4/25 (Date)

Student Council Approval Date: 4/3/25 (Middle Schools must attach minutes)

Student Council Representative: Danica Sanchez (Signature) 4/4/25 (Date)

Principal Approval: _____ (Signature) 4/9/25 (Date)

Reviewed by Business Services: _____ Date: 4/23/2025

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante 1 Date: 3/20/25

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

Purpose for Event: fundraise for kinder promotion and 5th grade science camp

If selling food what are the items: chocolate bars Brand and package size: World's Finest Chocolate 1.1oz Variety Pack

Explain how food is handled/stored prior to or day of event: chocolate is stored in cool place in the classroom

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

Proposed Date(s) of Event: May 9 – June 6, 2025 Time of Event: off campus only

Contact Person: Nancy Garza

Location of Proposed Activity: off campus only

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

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

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

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

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

ASB Advisor: _____ (Signature) 3/20/25 (Date)

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

Student Council Representative: Danica Sanchez (Signature) 3/20/25 (Date)

Principal Approval: _____ (Signature) 3/24/25 (Date)

Reviewed by Business Services: _____ Date: 4/23/2025

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante I Date: 4/4/25

Description of Event: Type Jamba Juice Vendor Jamba Juice

Purpose for Event: Raise money for science camp.

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

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

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

Proposed Date(s) of Event: 5/1/25 - 9/30/25 Time of Event: After 5:00pm

Contact Person: Nancy Garza

Location of Proposed Activity: 2990 E. Capitol Expy #30 San Jose, CA 95148

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 2 years

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

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

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

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

ASB Advisor: E. Guzmán (Signature) 4/4/25 (Date)

Student Council Approval Date: 4/3/25 (Middle Schools must attach minutes)

Student Council Representative: Danica Sanchez (Signature) 4/4/25 (Date)

Principal Approval: _____ (Signature) 4/4/25 (Date)

Reviewed by Business Services: Maria Nevis Date: 4/22/2025

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante II Dual Language Academy Date: 4/08/25

Description of Event: Type Family Fun @Chuck E Cheese Vendor Chuck E Cheese

Purpose for Event: Fundraiser Fund for the upcoming events

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

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

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

Proposed Date(s) of Event: 5/29/2025 Time of Event: 3pm - 9pm

Contact Person: Denise Rodriguez

Location of Proposed Activity: 2445 Fortaine Rd San Jose CA 95121

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 2025

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 4/15/25 Date

Reviewed by Business Services: Maria Nevarez Date: 4/23/2025

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

  CNS _____ Date: _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 26 **(From Financial Plan)**

School Name: Adelante II Date: April 18, 2025

Description of Event: Type Family Game Night Vendor Parent Donated items

Purpose for Event: Raise funds for science camp through the sale of consessions and Game admissions.

If selling food what are the items: water, beverages, pre-packaged food Brand and package size: Kirkland water (40pck) Frito-lays products (28pck) capri suns (12pck), Nabisco products (Oreos) Costco pizza, maruchan soups

Explain how food is handled/stored prior to or day of event: Pre-packaged goods will be stored in staff lounge. Gloves will be used to serve pizza on plates, beverages will be stored in staff lounge.

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

Proposed Date(s) of Event: 5/23/25 Time of Event: 6:00 pm

Contact Person: Josefina Orejel

Location of Proposed Activity: Adelante II Cafeteria

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

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

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

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

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

ASB Advisor: _____ April 18, 2025
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 4/22/25
Signature Date

Reviewed by Business Services: Maria Nevi Date: 4/22/2025

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 25 **(From Financial Plan)**

School Name: Adelante II Date: April 18, 2025

Description of Event: Type Trivia Night. Vendor Parent donated items

Purpose for Event: Collect funds for a fun field trip planned by student body through the sale of tickets, concessions & raffle

If selling food what are the items: water beverages, prepackaged goods Brand and package size: Kirkland water (40 pk) Frito-lays products (28pck) Capri suns (12pck) Nabisco products (40pck) pizza

Explain how food is handled/stored prior to or day of event: Pre-packaged good will be stored in staff lounge. Gloves will be used to serve pizza on plates beverages will be stored in staff lounge.

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

Proposed Date(s) of Event: 5/16/25 Time of Event: 5:00 pm

Contact Person: Josefina Oregel

Location of Proposed Activity: Adelante II cafeteria

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

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

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

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

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

ASB Advisor: _____ (Signature) 4/18/25 (Date)

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

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

Principal Approval: _____ (Signature) 4/18/25 (Date)

Reviewed by Business Services: Maria Nieto Date: 4/23/2025

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 27 **(From Financial Plan)**

School Name: Adelante II Date: April 18, 25

Description of Event: Type Recycling Cans Vendor N/A

Purpose for Event: Collect cans for recycling student led activity, funds will be used for a field trip.

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

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

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

Proposed Date(s) of Event: 5/12/25 - 5/30/25 Time of Event: After-school

Contact Person: Josefina Orejel

Location of Proposed Activity: Adelante II

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

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

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

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

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

ASB Advisor: _____ 4/18/25
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 4/18/25
Signature Date

Reviewed by Business Services: Maria Nevel Date: 4/23/2025

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

10.2

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: May 1, 2025

Subject: **Vendor & Payroll Warrants**

Type: Action (Consent)

Support Information: Summary of Vendor and Payroll Warrants issued during February month of Fiscal Year 2024/2025.

Total of vendor warrants	$	6,486,864.01
Total of payroll warrants	$	5,147,537.32
Total	**$**	**11,634,401.33**

Fiscal Impact: Yes

Budget Source: Multiple Funds

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the Vendor & Payroll Warrants for the month of May 8, 2025.

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

To the Board of Trustees: Meeting: May 8, 2025
Regular Board Meeting

Recommend Approval

10.2
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

April 2025

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$4,669,204.68
120	Child Development Fund	$112,427.07
130	Cafeteria Fund	$419,756.90
140	Deferred Maintenance Fund	$5,250.00
210	Building Fund	$144,418.14
250	Capital Facilities Fund	$0.00
350	County School Facility Fund	$0.00
400	Special Reserve for Capital Outlay Fund	$0.00
670	Health and Welfare & Workers Comp	$1,111,728.48
	Subtotal	**$6,462,785.27**
088	Student Body Fund	$24,078.74
	Total Vendor Warrants	**$6,486,864.01**

	PAYROLL WARRANTS	
	10th of the month	$573,158.36
	EOM Payroll	$4,572,756.56
	AREA EOM	$0.00
	Manual Checks	$1,622.40
	Void Checks	$0.00
	Total Payroll Warrants	**$5,147,537.32**
	Grand Total All Warrants	**$11,634,401.33**

	From		To
AP Warrants used #	4028527	-	4029027
Payroll Direct Deposit Pay Stub used #	4788142	-	4789672
Payroll Checks used #	4407783	-	4407858

AP Check Register - Pivot Table Summary by Vendor
April 2025

Vendor Name	Date	Warrant #	Object Descr	Fund	Sum of Amount
4IMPRINT INC.	4/25/2025	4028864	MATERIALS AND SUPPLIES	010	$ 4,108.11
		4028909	MATERIALS AND SUPPLIES	010	$ 474.91
		4028909	TEACHER SUPPLIES	010	$ 630.27
		4028964	MATERIALS AND SUPPLIES	010	$ 1,579.29
		4028987	MATERIALS AND SUPPLIES	010	$ 4,305.81
4IMPRINT INC. Total					**$ 11,098.39**
A & H PIZZA COPORATION	4/11/2025	4028671	CATERING	010	$ 616.07
A & H PIZZA COPORATION Total					**$ 616.07**
ACE EMPOWER ACADEMY	4/4/2025	4028616	TRF TO CHARTER SCHL IN LI	010	$ 85,714.00
	4/11/2025	4028717	TRF TO CHARTER SCHL IN LI	010	$ 42,870.00
ACE EMPOWER ACADEMY Total					**$ 128,584.00**
ACHIEVE KIDS	4/18/2025	4028822	SUBAGREEMENTS FOR SERVICE	080	$ 10,688.50
ACHIEVE KIDS Total					**$ 10,688.50**
AFTER SCHOOL MUSIC ACADEMY LLC	4/4/2025	4028538	CONTRACTED SERVICES	060	$ 92,400.00
AFTER SCHOOL MUSIC ACADEMY LLC Total					**$ 92,400.00**
AIR FILTER/CONTROL	4/4/2025	4028589	MATERIALS AND SUPPLIES	050	$ 22,571.88
AIR FILTER/CONTROL Total					**$ 22,571.88**
ALBAELENA MARIA DIAZ TAMAYO	4/11/2025	4028672	MILEAGE	130	$ 135.10
ALBAELENA MARIA DIAZ TAMAYO Total					**$ 135.10**
ALBERT I. SALCIDO	4/18/2025	4028796	MATERIALS AND SUPPLIES	010	$ 577.34
		4028811	MATERIALS AND SUPPLIES	088	$ 2,989.38
ALBERT I. SALCIDO Total					**$ 3,566.72**
ALIA	4/11/2025	4028691	CONTRACTED SERVICES	010	$ 5,965.50
		4028691	CONTRACTED SERVICES	060	$ 1,426.00
ALIA Total					**$ 7,391.50**
ALLIED REFRIGERATION INC.	4/4/2025	4028590	MATERIALS AND SUPPLIES	050	$ 848.35
ALLIED REFRIGERATION INC. Total					**$ 848.35**
ALPHA BLANCA ALVARADO(ALPHA1)	4/4/2025	4028617	TRF TO CHARTER SCHL IN LI	010	$ 245,836.00
	4/11/2025	4028718	TRF TO CHARTER SCHL IN LI	010	$ 122,955.00
ALPHA BLANCA ALVARADO(ALPHA1) Total					**$ 368,791.00**
ALPHA JOSE HERNANDEZ (ALPHA	4/4/2025	4028618	TRF TO CHARTER SCHL IN LI	010	$ 193,440.00
	4/11/2025	4028719	TRF TO CHARTER SCHL IN LI	010	$ 96,749.00
ALPHA JOSE HERNANDEZ (ALPHA Total					**$ 290,189.00**
ALTERNATIVE SPEECH AND	4/4/2025	4028600	CONTRACTED SERVICES	080	$ 10,725.00
ALTERNATIVE SPEECH AND Total					**$ 10,725.00**
ALUM ROCK #305	4/30/2025	4029016	DUES	010	$ 406.00
ALUM ROCK #305 Total					**$ 406.00**
ALUM ROCK ADMINISTRATORS ASSOC	4/30/2025	4029017	DUES	010	$ 580.00
ALUM ROCK ADMINISTRATORS ASSOC Total					**$ 580.00**
AMAZON.COM LLC	4/4/2025	4028539	MATERIALS AND SUPPLIES	010	$ 142.07
		4028560	MATERIALS AND SUPPLIES	010	$ 208.95
		4028560	MATERIALS AND SUPPLIES	060	$ 6,137.23
		4028560	TEACHER SUPPLIES	010	$ 163.19
		4028565	MATERIALS AND SUPPLIES	010	$ 540.07
		4028565	MATERIALS AND SUPPLIES	060	$ 2,781.32
		4028565	REPAIR OF EQUIPMENT	010	$ 4,414.00
		4028565	TEACHER SUPPLIES	010	$ 162.71
		4028580	MATERIALS AND SUPPLIES	010	$ 515.56
		4028580	MATERIALS AND SUPPLIES	080	$ 359.46
		4028580	TEACHER SUPPLIES	010	$ 191.26
		4028580	FURNITURE	010	$ 112.63
		4028619	MATERIALS AND SUPPLIES	010	$ 103.15
		4028619	MATERIALS AND SUPPLIES	060	$ 1,359.82
	4/11/2025	4028673	MATERIALS AND SUPPLIES	010	$ 29.52
		4028673	MATERIALS AND SUPPLIES	060	$ 105.16
		4028673	TEACHER SUPPLIES	010	$ 171.21
		4028692	MATERIALS AND SUPPLIES	010	$ 68.96
		4028692	MATERIALS AND SUPPLIES	060	$ 3,289.10
		4028692	TEACHER SUPPLIES	010	$ 32.80
		4028720	MATERIALS AND SUPPLIES	010	$ 67.71
		4028720	MATERIALS AND SUPPLIES	060	$ 30.61
	4/18/2025	4028776	MATERIALS AND SUPPLIES	010	$ 16.40
		4028776	MATERIALS AND SUPPLIES	060	$ 258.03
		4028786	MATERIALS AND SUPPLIES	010	$ 454.87
		4028789	MATERIALS AND SUPPLIES	060	$ 1,171.52
		4028789	TEACHER SUPPLIES	010	$ 572.08
		4028802	MATERIALS AND SUPPLIES	010	$ 118.06
		4028802	MATERIALS AND SUPPLIES	060	$ 118.05
	4/25/2025	4028847	MATERIALS AND SUPPLIES	060	$ 2,235.38
		4028865	MATERIALS AND SUPPLIES	010	$ 120.18
		4028865	MATERIALS AND SUPPLIES	060	$ 468.85
		4028865	TEACHER SUPPLIES	010	$ 401.12
		4028879	MATERIALS AND SUPPLIES	010	$ 135.29
		4028879	MATERIALS AND SUPPLIES	080	$ 49.54

Vendor Name	Date	Warrant #	Object Descr	Fund	Sum of Amount
AMAZON.COM LLC	45772	4028879	SUPPLY-INVENTORY(NON-CAP	010	$ 655.15
		4028898	MATERIALS AND SUPPLIES	010	$ 361.31
		4028898	MATERIALS AND SUPPLIES	060	$ 1,388.08
		4028937	MATERIALS AND SUPPLIES	060	$ 3,630.81
		4028937	TEACHER SUPPLIES	010	$ 980.96
		4028954	MATERIALS AND SUPPLIES	060	$ 54.69
		4028965	MATERIALS AND SUPPLIES	010	$ 2,248.35
		4028965	MATERIALS AND SUPPLIES	060	$ 530.69
		4028988	MATERIALS AND SUPPLIES	060	$ 551.00
		4029002	MATERIALS AND SUPPLIES	010	$ 704.20
		4029002	TEACHER SUPPLIES	010	$ 440.02
AMAZON.COM LLC Total					$ 38,651.12
AMERICAN FIDELITY ASSURANCE	4/30/2025	4029018	MEDICAL INSURANCE	010	$ 12,345.00
		4029018	VOLUNTARY DEDUCTIONS	010	$ 1,500.00
AMERICAN FIDELITY ASSURANCE Total					$ 13,845.00
AMERICAN FIDELITY ASSURANCE CO	4/30/2025	4029019	OTHER INSURANCE	010	$ 31,477.95
AMERICAN FIDELITY ASSURANCE CO Total					$ 31,477.95
AMY ELIZABETH RODRIGUES	4/4/2025	4028635	MILEAGE	010	$ 28.00
AMY ELIZABETH RODRIGUES Total					$ 28.00
ANDRE BOUDIN BAKERIES	4/4/2025	4028620	CATERING	010	$ 239.02
	4/11/2025	4028674	CATERING	010	$ 370.49
ANDRE BOUDIN BAKERIES Total					$ 609.51
ANGELA DANSIE	4/25/2025	4028966	MATERIALS AND SUPPLIES	060	$ 299.00
ANGELA DANSIE Total					$ 299.00
ANTIPASTOS	4/25/2025	4028955	CATERING	010	$ 229.63
ANTIPASTOS Total					$ 229.63
ARCINA RISK GROUP, LLC	4/18/2025	4028812	LEGAL EXPENSES	010	$ 80.00
ARCINA RISK GROUP, LLC Total					$ 80.00
ARREOLA, LUIS	4/25/2025	4028922	MATERIALS AND SUPPLIES	010	$ 42.59
ARREOLA, LUIS Total					$ 42.59
ASJ INC	4/4/2025	4028621	CONTRACTED SERVICES	010	$ 1,400.00
ASJ INC Total					$ 1,400.00
ASSOCIATION OF CALIFORNIA	4/30/2025	4029020	DUES	010	$ 3,388.87
ASSOCIATION OF CALIFORNIA Total					$ 3,388.87
AT&T	4/10/2025	4028657	TELEPHONE	010	$ 99.04
	4/21/2025	4028839	TELEPHONE	010	$ 4,428.56
AT&T Total					$ 4,527.60
A-Z BUS SALES INC	4/4/2025	4028537	MATERIALS AND SUPPLIES	010	$ 1,236.07
		4028588	MATERIALS AND SUPPLIES	010	$ 1,187.45
A-Z BUS SALES INC Total					$ 2,423.52
B2B COMPUTER PRODUCTS LLC	4/25/2025	4028866	MATERIALS AND SUPPLIES	010	$ 294.52
		4028866	SUPPLY-INVENTORY(NON-CAP	010	$ 981.53
B2B COMPUTER PRODUCTS LLC Total					$ 1,276.05
BALLOONATICS INC.	4/25/2025	4028910	MATERIALS AND SUPPLIES	010	$ 1,482.00
BALLOONATICS INC. Total					$ 1,482.00
BARNES AND NOBLE	4/18/2025	4028790	MATERIALS AND SUPPLIES	060	$ 8,966.97
BARNES AND NOBLE Total					$ 8,966.97
BAUDVILLE INC.	4/25/2025	4028856	MATERIALS AND SUPPLIES	010	$ 72.34
BAUDVILLE INC. Total					$ 72.34
BAY ALARM COMPANY	4/4/2025	4028614	SECURITY SERVICES	010	$ 6,839.64
	4/28/2025	4029013	SECURITY SERVICES	010	$ 26,302.87
BAY ALARM COMPANY Total					$ 33,142.51
BAY AREA FLOOR MACHINE	4/4/2025	4028591	REPAIR OF EQUIPMENT	010	$ 101.41
	4/11/2025	4028734	REPAIR OF EQUIPMENT	010	$ 77.99
	4/18/2025	4028763	REPAIR OF EQUIPMENT	010	$ 224.44
BAY AREA FLOOR MACHINE Total					$ 403.84
BAY CITY EVENTS INC.	4/25/2025	4028978	RENTAL & LEASES-OTHR CONT	088	$ 275.00
BAY CITY EVENTS INC. Total					$ 275.00
BINAIFER PATEL	4/4/2025	4028566	MATERIALS AND SUPPLIES	060	$ 247.03
BINAIFER PATEL Total					$ 247.03
BIOMETRICS4ALL INC.	4/4/2025	4028636	FINGER PRINTING	010	$ 20.25
BIOMETRICS4ALL INC. Total					$ 20.25
BLACK OAK SPEECH THERAPY, INC.	4/11/2025	4028735	CONTRACTED SERVICES	080	$ 15,097.50
BLACK OAK SPEECH THERAPY, INC. Total					$ 15,097.50
BLICK ART MATERIALS LLC	4/4/2025	4028540	MATERIALS AND SUPPLIES	010	$ 1,010.17
		4028540	TEACHER SUPPLIES	010	$ 474.82
		4028581	MATERIALS AND SUPPLIES	010	$ 113.86
		4028592	MATERIALS AND SUPPLIES	010	$ 242.33
	4/25/2025	4028848	SUPPLY-INVENTORY(NON-CAP	060	$ 2,097.33
		4028867	TEACHER SUPPLIES	010	$ 628.14
		4028880	MATERIALS AND SUPPLIES	010	$ 579.88
BLICK ART MATERIALS LLC Total					$ 5,146.53
BOOKNOOK	4/25/2025	4028881	LICENSING AGREEMENTS	060	$ 7,600.00
BOOKNOOK Total					$ 7,600.00

Vendor Name	Date	Warrant #	Object Descr	Fund	Sum of Amount
BORENSON AND ASSOCIATES	4/18/2025	4028764	ACCTS PAYABLE-USE TAX	060	$ (158.72)
		4028764	MATERIALS AND SUPPLIES	060	$ 1,851.70
BORENSON AND ASSOCIATES Total					**$ 1,692.98**
BRANDINGOUT LLC	4/11/2025	4028753	MATERIALS AND SUPPLIES	010	$ 1,142.97
BRANDINGOUT LLC Total					**$ 1,142.97**
BROWN, SHARON	4/4/2025	4028637	MATERIALS AND SUPPLIES	010	$ 236.75
BROWN, SHARON Total					**$ 236.75**
BUBBLEMANIA AND COMPANY LA LLC	4/11/2025	4028675	CONTRACTED SERVICES	060	$ 1,260.00
BUBBLEMANIA AND COMPANY LA LLC Total					**$ 1,260.00**
CALIFORNIA DEPARTMENT OF	4/28/2025	4029014	ADMINISTRATION COST	010	$ 30.00
		4029015	ACCTS PAYABLE-USE TAX	010	$ 2,830.51
		4029015	ACCTS PAYABLE-USE TAX	060	$ 202.80
		4029015	ACCTS PAYABLE-USE TAX	088	$ 86.69
CALIFORNIA DEPARTMENT OF Total					**$ 3,150.00**
CANON FINANCIAL SERVICES INC.	4/3/2025	4028527	RENTAL & LEASES-OTHR CONT	010	$ 6,330.26
		4028527	RENTAL & LEASES-OTHR CONT	060	$ 1,617.66
		4028527	RENTAL & LEASES-OTHR CONT	080	$ 197.98
		4028528	PREVENTIVE EQUIP MAINTENA	010	$ 53.60
		4028528	RENTAL & LEASES-OTHR CONT	010	$ 2,581.27
		4028528	RENTAL & LEASES-OTHR CONT	060	$ 2,358.14
		4028528	RENTAL & LEASES-OTHR CONT	050	$ 127.97
		4028528	RENTAL & LEASES-OTHR CONT	080	$ 167.36
		4028528	RENTAL & LEASES-OTHR CONT	130	$ 446.22
		4028528	RENTAL & LEASES-OTHR CONT	210	$ 127.97
		4028529	RENTAL & LEASES-OTHR CONT	060	$ 140.00
	4/4/2025	4028567	RENTAL & LEASES-OTHR CONT	010	$ 119.22
	4/11/2025	4028670	RENTAL & LEASES-OTHR CONT	010	$ 6,330.26
		4028670	RENTAL & LEASES-OTHR CONT	060	$ 1,617.66
		4028670	RENTAL & LEASES-OTHR CONT	080	$ 197.98
	4/24/2025	4028842	PREVENTIVE EQUIP MAINTENA	010	$ 53.60
		4028842	RENTAL & LEASES-OTHR CONT	010	$ 2,581.27
		4028842	RENTAL & LEASES-OTHR CONT	060	$ 2,442.35
		4028842	RENTAL & LEASES-OTHR CONT	050	$ 127.97
		4028842	RENTAL & LEASES-OTHR CONT	080	$ 167.36
		4028842	RENTAL & LEASES-OTHR CONT	130	$ 446.22
		4028842	RENTAL & LEASES-OTHR CONT	210	$ 127.97
	4/25/2025	4028849	RENTAL & LEASES-OTHR CONT	010	$ 6,330.26
		4028849	RENTAL & LEASES-OTHR CONT	060	$ 1,617.66
		4028849	RENTAL & LEASES-OTHR CONT	080	$ 197.98
CANON FINANCIAL SERVICES INC. Total					**$ 36,506.19**
CAROLINA BIOLOGICAL SUPPLY	4/18/2025	4028803	MATERIALS AND SUPPLIES	010	$ 27.95
	4/25/2025	4028857	MATERIALS AND SUPPLIES	010	$ 137.16
CAROLINA BIOLOGICAL SUPPLY Total					**$ 165.11**
CDW LLC	4/4/2025	4028541	MATERIALS AND SUPPLIES	060	$ 300.57
		4028541	SUPPLY-INVENTORY(NON-CAP	060	$ 739.71
	4/25/2025	4028868	MATERIALS AND SUPPLIES	060	$ 311.35
		4028868	SUPPLY-INVENTORY(NON-CAP	060	$ 734.43
		4028882	SUPPLY-INVENTORY(NON-CAP	010	$ 1,081.65
		4028956	MATERIALS AND SUPPLIES	060	$ 332.89
		4029003	LICENSING AGREEMENTS	010	$ 4,612.50
		4029003	MATERIALS AND SUPPLIES	010	$ (10,176.25)
		4029003	MATERIALS AND SUPPLIES	210	$ 279.03
		4029003	PREPAID EXPENDITURES	010	$ 13,837.50
CDW LLC Total					**$ 12,053.38**
CELLCO PARTNERSHIP	4/4/2025	4028638	CELLULAR	010	$ 2,566.84
	4/11/2025	4028754	CELLULAR	010	$ 4,358.70
CELLCO PARTNERSHIP Total					**$ 6,925.54**
CENTER FOR THE COLLABORATIVE	4/25/2025	4028979	CONTRACTED SERVICES	060	$ 600.00
CENTER FOR THE COLLABORATIVE Total					**$ 600.00**
CHELTENHAM TO CARMEL HOLDINGS,	4/17/2025	4028758	FOOD	130	$ 33,459.31
CHELTENHAM TO CARMEL HOLDINGS, Total					**$ 33,459.31**
CINTAS CORPORATION	4/4/2025	4028593	CONTRACTED SERVICES	010	$ 351.82
		4028593	CONTRACTED SERVICES	050	$ 84.23
	4/11/2025	4028736	CONTRACTED SERVICES	010	$ 351.92
		4028736	CONTRACTED SERVICES	050	$ 84.23
	4/18/2025	4028823	CONTRACTED SERVICES	010	$ 351.82
		4028823	CONTRACTED SERVICES	050	$ 84.23
	4/25/2025	4028997	CONTRACTED SERVICES	010	$ 351.82
		4028997	CONTRACTED SERVICES	050	$ 84.23
CINTAS CORPORATION Total					**$ 1,744.30**
CITY OF SAN JOSE	4/24/2025	4028843	OUTDR ED-FLD TRIP-ADMISSI	060	$ 990.00
		4028844	OUTDR ED-FLD TRIP-ADMISSI	060	$ 550.00
CITY OF SAN JOSE Total					**$ 1,540.00**
CITY YEAR INC.	4/4/2025	4028582	CONTRACTED SERVICES	060	$ 62,500.00

Vendor Name	Date	Warrant #	Object Descr	Fund	Sum of Amount
CITY YEAR INC. Total					$ 62,500.00
CLAUDIA GOMEZ HERNANDEZ	4/4/2025	4028601	MILEAGE	130	$ 58.80
CLAUDIA GOMEZ HERNANDEZ Total					$ 58.80
CLEAR CHANNEL OUTDOOR HOLDINGS	4/18/2025	4028824	CONTRACTED SERVICES	010	$ 14,507.50
CLEAR CHANNEL OUTDOOR HOLDINGS Total					$ 14,507.50
CORNEJOS CATERING INC	4/25/2025	4028989	CATERING	010	$ 1,925.00
CORNEJOS CATERING INC Total					$ 1,925.00
CREAM CO. LLC	4/18/2025	4028825	FOOD	130	$ 9,207.00
	4/25/2025	4028899	FOOD	130	$ 6,848.26
CREAM CO. LLC Total					$ 16,055.26
CREATIVE LEARNING CENTER	4/4/2025	4028602	SUBAGREEMENTS FOR SERVICE	080	$ 16,549.50
	4/25/2025	4028980	SUBAGREEMENTS FOR SERVICE	080	$ 16,327.50
CREATIVE LEARNING CENTER Total					$ 32,877.00
CROWN CASTLE INTERNATIONAL	4/4/2025	4028639	TELEPHONE	010	$ 3,607.77
CROWN CASTLE INTERNATIONAL Total					$ 3,607.77
CRYSTAL CREAMERY INC.	4/17/2025	4028762	FOOD	130	$ 63,848.45
CRYSTAL CREAMERY INC. Total					$ 63,848.45
CSEA VICTORY CLUB	4/30/2025	4029021	DUES	010	$ 58.00
		4029021	VOLUNTARY DEDUCTIONS	010	$ 46.00
CSEA VICTORY CLUB Total					$ 104.00
DANA S. PULIDO	4/18/2025	4028813	MATERIALS AND SUPPLIES	060	$ 391.68
DANA S. PULIDO Total					$ 391.68
DBA: AMERGIS HEALTHCARE STAFFI	4/11/2025	4028693	CONTRACTED SERVICES	080	$ 100,940.42
DBA: AMERGIS HEALTHCARE STAFFI Total					$ 100,940.42
DBA: PALACE BUSINESS SOLUTIONS	4/4/2025	4028594	MATERIALS AND SUPPLIES	010	$ 3,790.79
	4/11/2025	4028737	MATERIALS AND SUPPLIES	010	$ 7,772.11
	4/18/2025	4028826	MATERIALS AND SUPPLIES	010	$ 2,487.21
	4/25/2025	4028923	MATERIALS AND SUPPLIES	010	$ 6,164.60
DBA: PALACE BUSINESS SOLUTIONS Total					$ 20,214.71
DELTA DENTAL	4/25/2025	4028990	OTHER INSURANCE	670	$ 928.26
DELTA DENTAL Total					$ 928.26
DIAZ SEPULVEDA, LINDA	4/4/2025	4028640	MATERIALS AND SUPPLIES	010	$ 29.97
	4/25/2025	4028991	MATERIALS AND SUPPLIES	060	$ 96.32
DIAZ SEPULVEDA, LINDA Total					$ 126.29
DSA - OFFICE OF REGULATORY	4/10/2025	4028661	DSA PLAN CHECK FEES	210	$ 4,715.44
		4028663	DSA PLAN CHECK FEES	210	$ 913.75
DSA - OFFICE OF REGULATORY Total					$ 5,629.19
DSK LLP	4/11/2025	4028721	ARCHITECT FEES	210	$ 24,442.60
DSK LLP Total					$ 24,442.60
E.L. ACHIEVE INC.	4/4/2025	4028568	CONTRACTED SERVICES	060	$ 3,752.00
		4028622	CONTRACTED SERVICES	060	$ 18,012.92
E.L. ACHIEVE INC. Total					$ 21,764.92
EARLYCHILDHOOD LLC	4/4/2025	4028542	MATERIALS AND SUPPLIES	120	$ 1,338.25
		4028542	TEACHER SUPPLIES	010	$ 290.64
EARLYCHILDHOOD LLC Total					$ 1,628.89
EARTH'S BIRTHDAY PROJECT	4/25/2025	4028911	ACCTS PAYABLE-USE TAX	060	$ (24.90)
		4028911	MATERIALS AND SUPPLIES	060	$ 290.49
EARTH'S BIRTHDAY PROJECT Total					$ 265.59
EAST BAY REFRIGERATION INC.	4/4/2025	4028623	EQUIPMENT RENTALS	130	$ 307.00
	4/11/2025	4028676	PARTS	130	$ 828.49
		4028676	PREVENTIVE EQUIP MAINTENA	130	$ 5,690.17
		4028676	REPAIR OF EQUIPMENT	130	$ 1,707.50
	4/18/2025	4028814	PARTS	130	$ 95.13
		4028814	PREVENTIVE EQUIP MAINTENA	130	$ 681.72
		4028814	REPAIR OF EQUIPMENT	130	$ 471.25
	4/25/2025	4028957	PARTS	130	$ 4,017.32
		4028957	REPAIR OF EQUIPMENT	130	$ 3,008.75
		4029004	PARTS	130	$ 231.37
		4029004	REPAIR OF EQUIPMENT	130	$ 362.50
EAST BAY REFRIGERATION INC. Total					$ 17,401.20
EDGES ELECTRICAL GROUP LLC	4/11/2025	4028738	MATERIALS AND SUPPLIES	050	$ 476.80
		4028738	MATERIALS AND SUPPLIES	140	$ 5,250.00
EDGES ELECTRICAL GROUP LLC Total					$ 5,726.80
EINSTEIN NOAH RESTAURANT	4/4/2025	4028543	CATERING	010	$ 259.82
		4028583	CATERING	010	$ 341.24
	4/11/2025	4028677	CATERING	010	$ 168.16
		4028694	CATERING	010	$ 74.76
	4/18/2025	4028791	CATERING	010	$ 159.94
	4/25/2025	4028858	CATERING	060	$ 136.02
		4028912	CATERING	010	$ 430.25
		4028912	CATERING	060	$ 525.48
		4028924	CATERING	010	$ 902.14
		4028924	CATERING	060	$ 340.42
		4028938	CATERING	010	$ 253.95

Vendor Name	Date	Warrant #	Object Descr	Fund	Sum of Amount
EINSTEIN NOAH RESTAURANT	45772	4028992	CATERING	010	$ 145.06
EINSTEIN NOAH RESTAURANT Total					**$ 3,737.24**
ELITE SPORTS PERFORMANCE LLC	4/25/2025	4028900	CONTRACTED SERVICES	010	$ 2,680.00
ELITE SPORTS PERFORMANCE LLC Total					**$ 2,680.00**
ENTERPRISE FM TRUST	4/11/2025	4028739	ADMINISTRATION COST	060	$ 233.24
ENTERPRISE FM TRUST Total					**$ 233.24**
ENTOURAGE IMAGING INC.	4/25/2025	4028981	CONTRACTED SERVICES	088	$ 877.19
ENTOURAGE IMAGING INC. Total					**$ 877.19**
ENVISIONEERS INC.	4/3/2025	4028530	SUBAGREEMENTS FOR SERVICE	060	$ 79,591.46
ENVISIONEERS INC. Total					**$ 79,591.46**
EPN TRAVEL SERVICES INC.	4/17/2025	4028756	OUTDR ED-FLD TRIP-ADMISSI	060	$ 520.00
	4/21/2025	4028840	OUTDR ED-FLD TRIP-ADMISSI	060	$ 1,344.41
	4/24/2025	4028846	OUTDR ED-FLD TRIP-ADMISSI	010	$ 1,700.56
		4028846	OUTDR ED-FLD TRIP-ADMISSI	060	$ 517.44
EPN TRAVEL SERVICES INC. Total					**$ 4,082.41**
ERIN DEVINE	4/4/2025	4028603	CONTRACTED SERVICES	080	$ 21,700.00
ERIN DEVINE Total					**$ 21,700.00**
FEDERAL EXPRESS	4/4/2025	4028641	POSTAGE	010	$ 151.91
FEDERAL EXPRESS Total					**$ 151.91**
FEDEX	4/25/2025	4028925	POSTAGE	010	$ 37.35
FEDEX Total					**$ 37.35**
FERGUSON US HOLDINGS, INC.	4/4/2025	4028595	MATERIALS AND SUPPLIES	050	$ 209.46
	4/18/2025	4028815	MATERIALS AND SUPPLIES	050	$ 1,017.00
	4/25/2025	4028883	MATERIALS AND SUPPLIES	050	$ 3,759.47
FERGUSON US HOLDINGS, INC. Total					**$ 4,985.93**
FIERY GINGER FARM LLC	4/4/2025	4028561	FOOD	130	$ 5,426.76
	4/25/2025	4028939	FOOD	130	$ 5,789.46
FIERY GINGER FARM LLC Total					**$ 11,216.22**
FINNEY ARCHITECTS, INC.	4/11/2025	4028722	ARCHITECT FEES	210	$ 45,393.60
FINNEY ARCHITECTS, INC. Total					**$ 45,393.60**
FIRST BOOK	4/11/2025	4028695	MATERIALS AND SUPPLIES	060	$ 395.06
FIRST BOOK Total					**$ 395.06**
FIRST STUDENT INC.	4/4/2025	4028569	BUS TRANSPORTATION NON AR	060	$ 13,274.00
	4/18/2025	4028797	BUS TRANSPORTATION NON AR	060	$ 7,209.73
		4028804	BUS TRANSPORTATION NON AR	060	$ 6,677.46
	4/25/2025	4028850	BUS TRANSPORTATION NON AR	010	$ 2,453.14
		4028850	BUS TRANSPORTATION NON AR	060	$ 1,800.00
		4029005	BUS TRANSPORTATION NON AR	060	$ 1,347.47
FIRST STUDENT INC. Total					**$ 32,761.80**
FIX AIR	4/4/2025	4028624	MATERIALS AND SUPPLIES	050	$ 1,698.55
	4/18/2025	4028827	MATERIALS AND SUPPLIES	050	$ 1,181.45
	4/25/2025	4028926	MATERIALS AND SUPPLIES	050	$ 186.90
FIX AIR Total					**$ 3,066.90**
FOLEY & SONS INC	4/4/2025	4028570	PREVENTIVE EQUIP MAINTENA	010	$ 471.95
FOLEY & SONS INC Total					**$ 471.95**
FRESNO BIPOC PRODUCE INC.	4/18/2025	4028780	FOOD	130	$ 6,070.00
	4/25/2025	4028901	FOOD	130	$ 6,070.00
FRESNO BIPOC PRODUCE INC. Total					**$ 12,140.00**
GARDA CL WEST	4/11/2025	4028678	CONTRACTED SERVICES	010	$ 206.47
		4028678	CONTRACTED SERVICES	130	$ 206.47
	4/18/2025	4028816	CONTRACTED SERVICES	010	$ 17.76
		4028816	CONTRACTED SERVICES	130	$ 17.75
GARDA CL WEST Total					**$ 448.45**
GARY GILLMOR & ASSOCIATES	4/18/2025	4028828	CONTRACTED SERVICES	010	$ 6,120.00
GARY GILLMOR & ASSOCIATES Total					**$ 6,120.00**
GEINAH LIM NIERRA	4/11/2025	4028740	MILEAGE	080	$ 46.20
GEINAH LIM NIERRA Total					**$ 46.20**
GLATFELTER CLAIMS MANAGEMENT,	4/11/2025	4028755	PROF/CONSULT SVC OPERATIN	010	$ 25,000.00
GLATFELTER CLAIMS MANAGEMENT, Total					**$ 25,000.00**
GLORIA ELENA SERMENO	4/18/2025	4028781	MATERIALS AND SUPPLIES	010	$ 610.31
	4/25/2025	4029006	MATERIALS AND SUPPLIES	010	$ 3,879.43
		4029006	MATERIALS AND SUPPLIES	060	$ 6,053.91
GLORIA ELENA SERMENO Total					**$ 10,543.65**
GOLD STAR FOODS	4/10/2025	4028667	FOOD	130	$ 167,291.08
GOLD STAR FOODS Total					**$ 167,291.08**
GRACE ACQUISITION COMPANY LLC	4/18/2025	4028765	MATERIALS AND SUPPLIES	010	$ 774.79
GRACE ACQUISITION COMPANY LLC Total					**$ 774.79**
GREAT LAKES SPORTS	4/4/2025	4028544	MATERIALS AND SUPPLIES	060	$ 42.46
	4/11/2025	4028679	MATERIALS AND SUPPLIES	060	$ 463.70
	4/25/2025	4028869	MATERIALS AND SUPPLIES	088	$ 377.20
		4028982	MATERIALS AND SUPPLIES	088	$ 6,422.81
GREAT LAKES SPORTS Total					**$ 7,306.17**
GREENESPORT ASSOCIATION	4/11/2025	4028705	CONTRACTED SERVICES	060	$ 280.00
	4/18/2025	4028805	CONTRACTED SERVICES	060	$ 260.00

Vendor Name	Date	Warrant #	Object Descr	Fund	Sum of Amount
GREENESPORT ASSOCIATION	4/18/2025	4028829	CONTRACTED SERVICES	060	$ 560.00
GREENESPORT ASSOCIATION Total					**$ 1,100.00**
GUITAR CENTER STORES INC.	4/4/2025	4028642	MATERIALS AND SUPPLIES	010	$ 2,460.77
		4028643	TEACHER SUPPLIES	010	$ 540.93
	4/25/2025	4028884	MATERIALS AND SUPPLIES	010	$ 164.05
		4028884	TEACHER SUPPLIES	010	$ 231.79
		4028885	SUPPLY-INVENTORY(NON-CAP	010	$ 2,198.18
		4028902	MATERIALS AND SUPPLIES	010	$ 301.26
		4028983	TEACHER SUPPLIES	010	$ 162.97
		4028993	MATERIALS AND SUPPLIES	010	$ 39.75
GUITAR CENTER STORES INC. Total					**$ 6,099.70**
HARRY K. WONG PUBLICATIONS	4/25/2025	4028851	MATERIALS AND SUPPLIES	060	$ 138.74
HARRY K. WONG PUBLICATIONS Total					**$ 138.74**
HECTOR RAMIREZ	4/4/2025	4028604	CONTRACTED SERVICES	010	$ 1,725.00
		4028604	PRINTING	010	$ 706.06
HECTOR RAMIREZ Total					**$ 2,431.06**
HOME DEPOT U.S.A. INC.	4/4/2025	4028545	MATERIALS AND SUPPLIES	010	$ 29.43
		4028605	MATERIALS AND SUPPLIES	060	$ 243.99
	4/11/2025	4028716	MATERIALS AND SUPPLIES	010	$ 330.29
		4028716	MATERIALS AND SUPPLIES	050	$ 3,406.34
		4028741	MATERIALS AND SUPPLIES	050	$ 1,013.92
	4/18/2025	4028766	MATERIALS AND SUPPLIES	050	$ 128.64
		4028806	MATERIALS AND SUPPLIES	060	$ 1,980.11
		4028817	MATERIALS AND SUPPLIES	050	$ 2,146.85
		4028830	MATERIALS AND SUPPLIES	050	$ 950.88
	4/25/2025	4028886	TEACHER SUPPLIES	010	$ 193.55
		4028927	MATERIALS AND SUPPLIES	050	$ 195.60
		4028998	MATERIALS AND SUPPLIES	050	$ 2,141.42
HOME DEPOT U.S.A. INC. Total					**$ 12,761.02**
HORIZON DISTRIBUTORS INC	4/4/2025	4028596	MATERIALS AND SUPPLIES	050	$ 2,295.56
	4/11/2025	4028742	MATERIALS AND SUPPLIES	050	$ 101.26
HORIZON DISTRIBUTORS INC Total					**$ 2,396.82**
HULBERG & ASSOCIATES, INC.	4/18/2025	4028838	CONTRACTED SERVICES	010	$ 8,500.00
HULBERG & ASSOCIATES, INC. Total					**$ 8,500.00**
ICONIX WATERWORKS (US) INC.	4/25/2025	4028928	MATERIALS AND SUPPLIES	050	$ 2,390.55
ICONIX WATERWORKS (US) INC. Total					**$ 2,390.55**
ITSAVVY LLC	4/4/2025	4028584	MATERIALS AND SUPPLIES	060	$ 7,118.13
	4/18/2025	4028767	MATERIALS AND SUPPLIES	060	$ 3,116.66
	4/25/2025	4028967	MATERIALS AND SUPPLIES	010	$ 25.83
ITSAVVY LLC Total					**$ 10,260.62**
J.W. PEPPER & SON INC.	4/25/2025	4028887	TEACHER SUPPLIES	010	$ 228.56
J.W. PEPPER & SON INC. Total					**$ 228.56**
JAIME GOLDFARB	4/11/2025	4028706	CONTRACTED SERVICES	060	$ 1,480.00
	4/18/2025	4028807	CONTRACTED SERVICES	060	$ 240.00
JAIME GOLDFARB Total					**$ 1,720.00**
JASMIN LEGRANDE	4/18/2025	4028798	MATERIALS AND SUPPLIES	010	$ 146.00
JASMIN LEGRANDE Total					**$ 146.00**
JENNIFER TIMMINS	4/4/2025	4028571	MILEAGE	060	$ 89.60
JENNIFER TIMMINS Total					**$ 89.60**
JONES SCHOOL SUPPLY CO. INC.	4/11/2025	4028680	MATERIALS AND SUPPLIES	060	$ 620.45
	4/18/2025	4028768	MATERIALS AND SUPPLIES	010	$ 42.65
		4028768	MATERIALS AND SUPPLIES	088	$ 437.14
JONES SCHOOL SUPPLY CO. INC. Total					**$ 1,100.24**
JORDAN KNIGHTON ARCHITECTS INC	4/11/2025	4028723	ARCHITECT FEES	210	$ 2,520.00
JORDAN KNIGHTON ARCHITECTS INC Total					**$ 2,520.00**
JOURNEYED.COM INC.	4/25/2025	4028859	MATERIALS AND SUPPLIES	060	$ 2,580.82
JOURNEYED.COM INC. Total					**$ 2,580.82**
JULIETA GUADALUPE FLORES	4/25/2025	4028940	MATERIALS AND SUPPLIES	010	$ 49.29
JULIETA GUADALUPE FLORES Total					**$ 49.29**
KAISER PERMANENTE	4/25/2025	4028994	OTHER INSURANCE	670	$ 357.05
KAISER PERMANENTE Total					**$ 357.05**
KATRINA ZHANG	4/4/2025	4028606	MATERIALS AND SUPPLIES	130	$ 243.34
	4/11/2025	4028681	MILEAGE	130	$ 51.38
KATRINA ZHANG Total					**$ 294.72**
KEENAN & ASSOCIATES	4/11/2025	4028743	P & L INSURANCE	010	$ 316.81
	4/25/2025	4028968	PREPAID EXPENDITURES	010	$ 10,584.00
		4028968	P & L INSURANCE	010	$ 19,827.07
KEENAN & ASSOCIATES Total					**$ 30,727.88**
KIPP HEARTWOOD ACADEMY	4/4/2025	4028625	TRF TO CHARTER SCHL IN LI	010	$ 206,264.00
	4/11/2025	4028724	TRF TO CHARTER SCHL IN LI	010	$ 103,163.00
KIPP HEARTWOOD ACADEMY Total					**$ 309,427.00**
KIPP PRIZE PREPARATORY ACADEMY	4/4/2025	4028626	TRF TO CHARTER SCHL IN LI	010	$ 198,662.00
	4/11/2025	4028725	TRF TO CHARTER SCHL IN LI	010	$ 99,361.00
KIPP PRIZE PREPARATORY ACADEMY Total					**$ 298,023.00**

Vendor Name	Date	Warrant #	Object Descr	Fund	Sum of Amount
LAKESHORE EQUIPMENT COMPANY	4/4/2025	4028562	MATERIALS AND SUPPLIES	010	$ 512.97
		4028562	MATERIALS AND SUPPLIES	060	$ 4,889.85
		4028562	TEACHER SUPPLIES	010	$ 956.68
	4/11/2025	4028689	MATERIALS AND SUPPLIES	010	$ 4,918.93
		4028689	MATERIALS AND SUPPLIES	060	$ 5,168.22
		4028689	TEACHER SUPPLIES	010	$ 543.56
		4028696	MATERIALS AND SUPPLIES	010	$ 1,697.67
		4028696	MATERIALS AND SUPPLIES	060	$ 8,317.97
		4028726	MATERIALS AND SUPPLIES	010	$ 2,165.18
		4028726	MATERIALS AND SUPPLIES	060	$ 287.75
		4028726	TEACHER SUPPLIES	010	$ 175.50
	4/18/2025	4028792	MATERIALS AND SUPPLIES	010	$ 860.16
		4028792	MATERIALS AND SUPPLIES	060	$ 9,192.09
		4028792	SUPPLY-INVENTORY(NON-CAP	060	$ 445.76
		4028792	TEACHER SUPPLIES	010	$ 1,331.97
	4/25/2025	4028958	MATERIALS AND SUPPLIES	010	$ 929.78
		4028958	MATERIALS AND SUPPLIES	060	$ 4,054.13
		4028958	MATERIALS AND SUPPLIES	120	$ 735.33
		4028958	TEACHER SUPPLIES	010	$ 2,165.90
		4028969	MATERIALS AND SUPPLIES	010	$ 118.94
		4028969	MATERIALS AND SUPPLIES	060	$ 547.03
		4028969	TEACHER SUPPLIES	010	$ 178.71
		4028984	MATERIALS AND SUPPLIES	010	$ 683.34
		4028984	MATERIALS AND SUPPLIES	060	$ 186.88
		4028984	TEACHER SUPPLIES	010	$ 1,318.01
LAKESHORE EQUIPMENT COMPANY Total					**$ 52,382.31**
LANGUAGE PEOPLE INC	4/25/2025	4028941	CONTRACTED SERVICES	010	$ 3,008.86
LANGUAGE PEOPLE INC Total					**$ 3,008.86**
LAURIE GREENS	4/10/2025	4028664	PROF/CONSULT SVC OPERATIN	130	$ 1,305.00
LAURIE GREENS Total					**$ 1,305.00**
LDP INC	4/18/2025	4028831	CONTRACTED SERVICES	060	$ 971.19
LDP INC Total					**$ 971.19**
LET'S TRAVEL	4/4/2025	4028627	TRAVEL AND CONFERENCES	010	$ 2,726.04
		4028627	TRAVEL AND CONFERENCES	060	$ 2,029.73
		4028627	TRAVEL AND CONFERENCES	080	$ 809.90
LET'S TRAVEL Total					**$ 5,565.67**
LITERACY RESOURCES LLC	4/25/2025	4028942	TRAVEL AND CONFERENCES	060	$ 2,000.00
LITERACY RESOURCES LLC Total					**$ 2,000.00**
LITTLE HEROES	4/17/2025	4028761	CONTRACTED SERVICES	010	$ 42,550.00
		4028761	CONTRACTED SERVICES	060	$ 12,850.00
LITTLE HEROES Total					**$ 55,400.00**
LORI GRAGNOLA	4/25/2025	4028929	MILEAGE	010	$ 88.33
LORI GRAGNOLA Total					**$ 88.33**
LOWES COMPANIES INC.	4/18/2025	4028832	MATERIALS AND SUPPLIES	050	$ 538.86
LOWES COMPANIES INC. Total					**$ 538.86**
LOZANO SMITH LLP	4/25/2025	4028913	LEGAL EXPENSES	010	$ 4,803.50
		4028913	LEGAL EXPENSES	080	$ 3,742.50
LOZANO SMITH LLP Total					**$ 8,546.00**
LUX BUS AMERICA CO.	4/4/2025	4028546	BUS TRANSPORTATION NON AR	010	$ 2,445.00
		4028628	BUS TRANSPORTATION NON AR	088	$ 3,559.50
	4/25/2025	4028999	BUS TRANSPORTATION NON AR	060	$ 5,692.50
LUX BUS AMERICA CO. Total					**$ 11,697.00**
MA ELENA VILLEGAS	4/25/2025	4028943	MATERIALS AND SUPPLIES	010	$ 54.64
MA ELENA VILLEGAS Total					**$ 54.64**
MAGDALENA GRIMALDO	4/4/2025	4028644	MATERIALS AND SUPPLIES	010	$ 459.98
	4/25/2025	4029007	MATERIALS AND SUPPLIES	060	$ 159.08
MAGDALENA GRIMALDO Total					**$ 619.06**
MANSON WESTERN LLC	4/4/2025	4028547	MATERIALS AND SUPPLIES	080	$ 1,683.22
MANSON WESTERN LLC Total					**$ 1,683.22**
MARENEM INC	4/4/2025	4028645	ACCTS PAYABLE-USE TAX	060	$ (97.04)
		4028645	MATERIALS AND SUPPLIES	060	$ 1,132.14
MARENEM INC Total					**$ 1,035.10**
MARIA CARMINA OROZCO	4/25/2025	4028930	MILEAGE	010	$ 89.60
MARIA CARMINA OROZCO Total					**$ 89.60**
MARIA RUVALCABA	4/4/2025	4028646	MILEAGE	010	$ 416.79
MARIA RUVALCABA Total					**$ 416.79**
MARICRUZ GONZALEZ	4/25/2025	4028944	TRAVEL AND CONFERENCES	120	$ 62.97
MARICRUZ GONZALEZ Total					**$ 62.97**
MENDOZA-GREEN, ANISSA	4/25/2025	4029008	LICENSING AGREEMENTS	060	$ 92.50
MENDOZA-GREEN, ANISSA Total					**$ 92.50**
MEXICO BAKERY INC	4/4/2025	4028572	CATERING	010	$ 137.50
	4/25/2025	4028914	CATERING	010	$ 137.50
MEXICO BAKERY INC Total					**$ 275.00**
MID AMERICA ADMINISTRATION	4/30/2025	4029022	RETIREMENT IN LIEU OF OASD	010	$ 12,012.18

Vendor Name	Date	Warrant #	Object Descr	Fund	Sum of Amount
MID AMERICA ADMINISTRATION Total					$ 12,012.18
MIKES SHY NON SHIRTS INC.	4/11/2025	4028707	MATERIALS AND SUPPLIES	060	$ 1,197.71
	4/25/2025	4028870	MATERIALS AND SUPPLIES	060	$ 2,021.25
MIKES SHY NON SHIRTS INC. Total					$ 3,218.96
MILLENNIUM OPERATION LLC	4/10/2025	4028658	OUTDR ED-FLD TRIP-ADMISSI	010	$ 899.08
MILLENNIUM OPERATION LLC Total					$ 899.08
MINDFUL LIFE PROJECT	4/25/2025	4029009	CONTRACTED SERVICES	010	$ 833.00
		4029009	CONTRACTED SERVICES	088	$ 1,667.00
MINDFUL LIFE PROJECT Total					$ 2,500.00
MONARCH TRUCK SERVICE	4/25/2025	4028888	EQUIPMENT RENTALS	060	$ 465.68
		4028959	EQUIPMENT RENTALS	060	$ 164.01
MONARCH TRUCK SERVICE Total					$ 629.69
MONICA MEZA	4/11/2025	4028727	MILEAGE	130	$ 30.80
MONICA MEZA Total					$ 30.80
MOTIVATIONAL MILLENNIAL LLC	4/25/2025	4028903	CONTRACTED SERVICES	010	$ 1,000.00
MOTIVATIONAL MILLENNIAL LLC Total					$ 1,000.00
MTC RESTAURANT GROUP, LLC	4/25/2025	4029010	CATERING	010	$ 248.50
MTC RESTAURANT GROUP, LLC Total					$ 248.50
MUS VIL INC.	4/25/2025	4028889	SUPPLY-INVENTORY(NON-CAP	010	$ 5,218.28
		4028889	TEACHER SUPPLIES	010	$ 381.72
MUS VIL INC. Total					$ 5,600.00
NADIA G MIRANDA	4/11/2025	4028682	MILEAGE	130	$ 58.80
NADIA G MIRANDA Total					$ 58.80
NAPA AUTO PARTS	4/18/2025	4028782	PARTS	010	$ 1,801.43
NAPA AUTO PARTS Total					$ 1,801.43
NATUREBRIDGE	4/25/2025	4028904	CONTRACTED SERVICES	060	$ 357.00
NATUREBRIDGE Total					$ 357.00
NCS PEARSON INC.	4/4/2025	4028548	MATERIALS AND SUPPLIES	080	$ 2,390.51
	4/11/2025	4028697	MATERIALS AND SUPPLIES	080	$ 649.79
	4/25/2025	4028915	MATERIALS AND SUPPLIES	080	$ 60.80
NCS PEARSON INC. Total					$ 3,101.10
NERELYN HERNANDEZ-RIVERA	4/25/2025	4028945	MATERIALS AND SUPPLIES	010	$ 19.72
NERELYN HERNANDEZ-RIVERA Total					$ 19.72
NEXPLORE LLC	4/25/2025	4028871	CONTRACTED SERVICES	060	$ 6,000.00
NEXPLORE LLC Total					$ 6,000.00
NO TEARS LEARNING INC.	4/25/2025	4028946	MATERIALS AND SUPPLIES	120	$ 5,737.34
NO TEARS LEARNING INC. Total					$ 5,737.34
OCCUPATIONAL HEALTH CTR OF CA	4/11/2025	4028745	LAB TESTS	010	$ 144.00
	4/25/2025	4028970	LAB TESTS	010	$ 144.00
OCCUPATIONAL HEALTH CTR OF CA Total					$ 288.00
OFFICE DEPOT BUSINESS SOLUTION	4/4/2025	4028532	MATERIALS AND SUPPLIES	010	$ 2,200.71
		4028532	TEACHER SUPPLIES	010	$ 451.48
		4028533	MATERIALS AND SUPPLIES	010	$ 1,880.52
		4028533	TEACHER SUPPLIES	010	$ 1,802.37
		4028534	MATERIALS AND SUPPLIES	010	$ 977.99
		4028534	TEACHER SUPPLIES	010	$ 1,577.67
		4028535	MATERIALS AND SUPPLIES	010	$ 1,964.91
		4028535	MATERIALS AND SUPPLIES	060	$ 82.62
		4028535	TEACHER SUPPLIES	010	$ 1,916.81
		4028536	MATERIALS AND SUPPLIES	010	$ 835.24
		4028536	MATERIALS AND SUPPLIES	060	$ (46.25)
		4028536	MATERIALS AND SUPPLIES	210	$ 69.18
		4028536	TEACHER SUPPLIES	010	$ 662.09
		4028607	MATERIALS AND SUPPLIES	010	$ 1,636.20
		4028607	MATERIALS AND SUPPLIES	080	$ 84.97
		4028607	TEACHER SUPPLIES	010	$ 986.85
		4028615	MATERIALS AND SUPPLIES	010	$ 2,404.48
		4028615	MATERIALS AND SUPPLIES	060	$ 527.88
		4028615	TEACHER SUPPLIES	010	$ 1,647.62
	4/11/2025	4028668	MATERIALS AND SUPPLIES	010	$ 368.93
		4028668	TEACHER SUPPLIES	010	$ 4,159.23
		4028669	MATERIALS AND SUPPLIES	010	$ 1,682.60
		4028669	TEACHER SUPPLIES	010	$ 397.62
		4028714	MATERIALS AND SUPPLIES	010	$ 2,865.05
		4028714	TEACHER SUPPLIES	010	$ 778.78
		4028715	MATERIALS AND SUPPLIES	010	$ 1,837.71
		4028715	MATERIALS AND SUPPLIES	060	$ 140.25
		4028715	MATERIALS AND SUPPLIES	050	$ 411.03
		4028715	MATERIALS AND SUPPLIES	130	$ 168.97
		4028715	TEACHER SUPPLIES	010	$ 653.64
		4028728	MATERIALS AND SUPPLIES	010	$ 2,036.43
		4028728	MATERIALS AND SUPPLIES	060	$ 330.72
		4028728	TEACHER SUPPLIES	010	$ 244.71
	4/18/2025	4028801	MATERIALS AND SUPPLIES	010	$ 3,213.33

Vendor Name	Date	Warrant #	Object Descr	Fund	Sum of Amount
OFFICE DEPOT BUSINESS SOLUTION	45765	4028801	TEACHER SUPPLIES	010	$ 1,031.39
		4028808	MATERIALS AND SUPPLIES	010	$ 675.87
		4028808	TEACHER SUPPLIES	010	$ 358.79
OFFICE DEPOT BUSINESS SOLUTION Total					**$ 43,018.39**
ONE STONE APPAREL INC.	4/4/2025	4028573	MATERIALS AND SUPPLIES	010	$ 843.28
	4/25/2025	4028971	MATERIALS AND SUPPLIES	060	$ 273.90
ONE STONE APPAREL INC. Total					**$ 1,117.18**
O'REILLY AUTOMOTIVE STORES INC	4/11/2025	4028744	PARTS	010	$ 2.38
	4/18/2025	4028787	PARTS	010	$ 1,534.42
	4/25/2025	4028960	PARTS	010	$ 41.55
		4029011	PARTS	010	$ 869.74
O'REILLY AUTOMOTIVE STORES INC Total					**$ 2,448.09**
OTC DIRECT INC	4/4/2025	4028563	MATERIALS AND SUPPLIES	010	$ 263.04
		4028563	MATERIALS AND SUPPLIES	088	$ 800.92
		4028563	TEACHER SUPPLIES	010	$ 829.09
	4/11/2025	4028698	MATERIALS AND SUPPLIES	010	$ 42.13
		4028698	MATERIALS AND SUPPLIES	088	$ 1,088.22
	4/18/2025	4028799	MATERIALS AND SUPPLIES	010	$ 2,434.73
		4028799	MATERIALS AND SUPPLIES	060	$ 305.59
		4028799	MATERIALS AND SUPPLIES	088	$ 276.33
		4028809	MATERIALS AND SUPPLIES	010	$ 656.80
		4028809	MATERIALS AND SUPPLIES	060	$ 167.27
	4/25/2025	4028852	MATERIALS AND SUPPLIES	010	$ 282.65
		4028852	MATERIALS AND SUPPLIES	088	$ 764.24
		4028852	TEACHER SUPPLIES	010	$ 187.44
		4028872	MATERIALS AND SUPPLIES	010	$ 996.43
		4028872	MATERIALS AND SUPPLIES	060	$ 3,259.36
		4028890	TEACHER SUPPLIES	010	$ 171.08
		4028947	MATERIALS AND SUPPLIES	010	$ 357.83
OTC DIRECT INC Total					**$ 12,883.15**
PACIFIC EDUCATORS INC.	4/30/2025	4029023	LIFE INSURANCE	010	$ 33.18
PACIFIC EDUCATORS INC. Total					**$ 33.18**
PALOMA CONTRERAS SERNA	4/25/2025	4028931	MILEAGE	010	$ 41.30
PALOMA CONTRERAS SERNA Total					**$ 41.30**
PAM L. ABERG	4/11/2025	4028699	ADVERTISING	210	$ 296.87
PAM L. ABERG Total					**$ 296.87**
PARTRIDGE CONSULTING INC.	4/4/2025	4028608	CONTRACTED SERVICES	080	$ 6,000.00
PARTRIDGE CONSULTING INC. Total					**$ 6,000.00**
PARTY FIESTA BALLOON DECOR LLC	4/11/2025	4028683	MATERIALS AND SUPPLIES	010	$ 289.84
PARTY FIESTA BALLOON DECOR LLC Total					**$ 289.84**
PATRICIA RODRIGUEZ	4/4/2025	4028647	MATERIALS AND SUPPLIES	010	$ 293.70
PATRICIA RODRIGUEZ Total					**$ 293.70**
PERIPOLE INC	4/25/2025	4028891	MATERIALS AND SUPPLIES	010	$ 1,307.88
PERIPOLE INC Total					**$ 1,307.88**
PERRIN BERNANRD SUPOWITZ	4/10/2025	4028665	MATERIALS AND SUPPLIES	130	$ 20,697.90
PERRIN BERNANRD SUPOWITZ Total					**$ 20,697.90**
PG&E	4/4/2025	4028549	GAS/ELECTRICITY	010	$ 68.73
	4/10/2025	4028662	GAS/ELECTRICITY	010	$ 228,903.51
	4/11/2025	4028708	GAS/ELECTRICITY	010	$ 7.86
PG&E Total					**$ 228,980.10**
PILOT TRAVEL CENTERS LLC	4/25/2025	4028961	GASOLINE/FUEL	010	$ 68.01
PILOT TRAVEL CENTERS LLC Total					**$ 68.01**
PINE HEALTH, LLC	4/11/2025	4028746	CONTRACTED SERVICES	080	$ 26,208.75
PINE HEALTH, LLC Total					**$ 26,208.75**
PIZZA MARIA	4/25/2025	4028972	CATERING	060	$ 1,037.25
PIZZA MARIA Total					**$ 1,037.25**
PLAY THERAPY SUPPLY LLC	4/4/2025	4028574	MATERIALS AND SUPPLIES	010	$ 166.84
		4028574	MATERIALS AND SUPPLIES	060	$ 4,905.43
		4028574	TEACHER SUPPLIES	010	$ 232.74
	4/11/2025	4028700	MATERIALS AND SUPPLIES	060	$ 6,535.62
	4/25/2025	4028973	MATERIALS AND SUPPLIES	060	$ 488.95
PLAY THERAPY SUPPLY LLC Total					**$ 12,329.58**
PLUSHY FEELY CORP	4/4/2025	4028597	MATERIALS AND SUPPLIES	060	$ 6,211.91
	4/11/2025	4028690	MATERIALS AND SUPPLIES	010	$ 1,091.36
		4028690	MATERIALS AND SUPPLIES	060	$ 1,124.24
	4/25/2025	4028853	MATERIALS AND SUPPLIES	060	$ 3,484.99
PLUSHY FEELY CORP Total					**$ 11,912.50**
POSITIVE PROMOTIONS INC	4/11/2025	4028701	ACCTS PAYABLE-USE TAX	010	$ (154.59)
		4028701	MATERIALS AND SUPPLIES	010	$ 1,803.53
	4/25/2025	4028854	ACCTS PAYABLE-USE TAX	010	$ (97.83)
		4028854	MATERIALS AND SUPPLIES	010	$ 1,141.33
POSITIVE PROMOTIONS INC Total					**$ 2,692.44**
PRE-PAID LEGAL SERVICES INC.	4/30/2025	4029024	MISCELLANEOUS DEDUCTIONS	010	$ 200.91
PRE-PAID LEGAL SERVICES INC. Total					**$ 200.91**

Vendor Name	Date	Warrant #	Object Descr	Fund	Sum of Amount
PRIMO BRANDS	4/3/2025	4028531	MATERIALS AND SUPPLIES	010	$ 129.39
	4/17/2025	4028759	MATERIALS AND SUPPLIES	010	$ 1,978.38
		4028759	MATERIALS AND SUPPLIES	050	$ 150.62
		4028759	MATERIALS AND SUPPLIES	080	$ 203.64
		4028759	MATERIALS AND SUPPLIES	130	$ 140.88
	4/24/2025	4028845	MATERIALS AND SUPPLIES	010	$ 816.18
		4028845	MATERIALS AND SUPPLIES	080	$ 46.86
PRIMO BRANDS Total					**$ 3,465.95**
PROTECTED INSURANCE PROGRAM FO	4/11/2025	4028747	OTHER INSURANCE	670	$ 159,678.17
PROTECTED INSURANCE PROGRAM FO Total					**$ 159,678.17**
QUADLENT LEASING USA, INC	4/25/2025	4029000	RENTAL & LEASES-OTHR CONT	010	$ 3,597.98
QUADLENT LEASING USA, INC Total					**$ 3,597.98**
QUINTERO, BENEDICT	4/25/2025	4028932	MILEAGE	010	$ 6.44
QUINTERO, BENEDICT Total					**$ 6.44**
R & H WHOLESALE SUPPLY INC.	4/11/2025	4028748	MATERIALS AND SUPPLIES	050	$ 1,682.64
R & H WHOLESALE SUPPLY INC. Total					**$ 1,682.64**
RAFAEL PAREDES	4/4/2025	4028609	MILEAGE	080	$ 45.50
RAFAEL PAREDES Total					**$ 45.50**
RAISING A READER	4/25/2025	4028948	MATERIALS AND SUPPLIES	120	$ 1,322.18
RAISING A READER Total					**$ 1,322.18**
REALLY GOOD STUFF LLC	4/25/2025	4028860	TEACHER SUPPLIES	010	$ 100.49
		4028949	TEACHER SUPPLIES	010	$ 27.33
REALLY GOOD STUFF LLC Total					**$ 127.82**
RECOLOGY SOUTH BAY	4/10/2025	4028659	GARBAGE	010	$ 18,473.91
	4/11/2025	4028749	GARBAGE	010	$ 773.96
RECOLOGY SOUTH BAY Total					**$ 19,247.87**
REGINA A CARDENAS	4/25/2025	4028855	TRAVEL AND CONFERENCES	010	$ 65.52
		4028962	TRAVEL AND CONFERENCES	010	$ 84.00
REGINA A CARDENAS Total					**$ 149.52**
RESOURCE AREA FOR TEACHERS	4/25/2025	4028873	CONTRACTED SERVICES	060	$ 21,600.00
RESOURCE AREA FOR TEACHERS Total					**$ 21,600.00**
REV CAPITAL	4/4/2025	4028629	CONTRACTED SERVICES	060	$ 35,552.00
REV CAPITAL Total					**$ 35,552.00**
RFC WIRELESS INC	4/4/2025	4028598	MATERIALS AND SUPPLIES	050	$ 1,153.78
RFC WIRELESS INC Total					**$ 1,153.78**
RICK DELONG	4/4/2025	4028599	CONTRACTED SERVICES	010	$ 495.00
	4/18/2025	4028769	CONTRACTED SERVICES	010	$ 495.00
RICK DELONG Total					**$ 990.00**
RIPCORD INC	4/18/2025	4028777	CONTRACTED SERVICES	010	$ 1,560.91
RIPCORD INC Total					**$ 1,560.91**
RISING STAR SPED ACADEMY	4/4/2025	4028610	SUBAGREEMENTS FOR SERVICE	080	$ 39,652.00
RISING STAR SPED ACADEMY Total					**$ 39,652.00**
RIVERSIDE ASSESSMENTS LLC	4/18/2025	4028770	MATERIALS AND SUPPLIES	080	$ 2,237.38
RIVERSIDE ASSESSMENTS LLC Total					**$ 2,237.38**
RO HEALTH INC.	4/4/2025	4028575	CONTRACTED SERVICES	010	$ 29,007.65
	4/18/2025	4028793	CONTRACTED SERVICES	010	$ 15,074.14
		4028810	CONTRACTED SERVICES	010	$ 14,338.97
	4/25/2025	4028933	CONTRACTED SERVICES	010	$ 11,664.72
RO HEALTH INC. Total					**$ 70,085.48**
ROCHESTER 100 INC.	4/4/2025	4028550	TEACHER SUPPLIES	010	$ 93.84
ROCHESTER 100 INC. Total					**$ 93.84**
ROCKETSHIP FUERZA	4/4/2025	4028630	TRF TO CHARTER SCHL IN LI	010	$ 214,850.00
	4/11/2025	4028729	TRF TO CHARTER SCHL IN LI	010	$ 107,457.00
ROCKETSHIP FUERZA Total					**$ 322,307.00**
ROCKETSHIP SI SE PUEDE	4/4/2025	4028631	TRF TO CHARTER SCHL IN LI	010	$ 99,836.00
	4/11/2025	4028730	TRF TO CHARTER SCHL IN LI	010	$ 49,933.00
ROCKETSHIP SI SE PUEDE Total					**$ 149,769.00**
RODAN BUILDERS INC.	4/11/2025	4028731	SITES AND IMPROVEMENT OF	210	$ 57,305.41
RODAN BUILDERS INC. Total					**$ 57,305.41**
ROSIO DELUNA	4/4/2025	4028611	MILEAGE	080	$ 47.60
ROSIO DELUNA Total					**$ 47.60**
ROUND TABLE PIZZA	4/4/2025	4028585	CATERING	010	$ 2,018.48
		4028632	CATERING	010	$ 457.02
	4/11/2025	4028684	CATERING	010	$ 162.91
ROUND TABLE PIZZA Total					**$ 2,638.41**
ROYAL BRASS INC.	4/25/2025	4028963	PARTS	010	$ 296.99
ROYAL BRASS INC. Total					**$ 296.99**
SABINA MURESAN	4/25/2025	4028934	MILEAGE	010	$ 21.70
SABINA MURESAN Total					**$ 21.70**
SAN JOSE WATER COMPANY	4/10/2025	4028660	WATER	010	$ 38,270.70
SAN JOSE WATER COMPANY Total					**$ 38,270.70**
SANCHEZ, MELANY	4/11/2025	4028709	MATERIALS AND SUPPLIES	088	$ 46.54
SANCHEZ, MELANY Total					**$ 46.54**
SANDRA SARMIENTO	4/25/2025	4029012	MATERIALS AND SUPPLIES	060	$ 108.08

Vendor Name	Date	Warrant #	Object Descr	Fund	Sum of Amount
SANDRA SARMIENTO Total					$ 108.08
SANTA CLARA COUNTY OFFICE OF	4/25/2025	4028861	CONTRACTED SERVICES	060	$ 5,250.00
SANTA CLARA COUNTY OFFICE OF Total					$ 5,250.00
SANTA CRUZ COUNTY OFFICE OF	4/11/2025	4028685	CONTRACTED SERVICES	060	$ 7,800.00
SANTA CRUZ COUNTY OFFICE OF Total					$ 7,800.00
SAVE MART SUPERMARKETS	4/4/2025	4028576	MATERIALS AND SUPPLIES	060	$ 188.63
SAVE MART SUPERMARKETS Total					$ 188.63
SCHINDLER ELEVATOR CORPORATION	4/11/2025	4028750	PROF/CONSULT SVC OPERATIN	050	$ 1,882.14
SCHINDLER ELEVATOR CORPORATION Total					$ 1,882.14
SCHOLASTIC BOOK FAIRS	4/11/2025	4028686	MATERIALS AND SUPPLIES	088	$ 2,282.14
	4/25/2025	4028862	MATERIALS AND SUPPLIES	088	$ 1,454.45
SCHOLASTIC BOOK FAIRS Total					$ 3,736.59
SCHOOL MATE	4/4/2025	4028551	MATERIALS AND SUPPLIES	010	$ 663.92
SCHOOL MATE Total					$ 663.92
SCHOOL NURSE SUPPLY INC.	4/4/2025	4028552	MATERIALS AND SUPPLIES	010	$ 573.37
	4/18/2025	4028771	MATERIALS AND SUPPLIES	010	$ 849.20
SCHOOL NURSE SUPPLY INC. Total					$ 1,422.57
SCHOOL OF ARTS & CULTURE @ MHP	4/25/2025	4028905	RENTAL & LEASES-OTHR CONT	010	$ 3,413.08
SCHOOL OF ARTS & CULTURE @ MHP Total					$ 3,413.08
SCHOOL SPECIALTY LLC	4/4/2025	4028553	TEACHER SUPPLIES	010	$ 548.31
	4/18/2025	4028794	MATERIALS AND SUPPLIES	060	$ 1,369.38
	4/25/2025	4028906	TEACHER SUPPLIES	010	$ 94.70
		4028916	SUPPLY-INVENTORY(NON-CAP	060	$ 2,582.87
SCHOOL SPECIALTY LLC Total					$ 4,595.26
SECOND START LEARNING	4/18/2025	4028833	SUBAGREEMENTS FOR SERVICE	080	$ 11,461.00
SECOND START LEARNING Total					$ 11,461.00
SECURITY CONTRACTOR SERVICES	4/25/2025	4028892	MATERIALS AND SUPPLIES	050	$ 260.59
		4028935	MATERIALS AND SUPPLIES	050	$ 81.72
SECURITY CONTRACTOR SERVICES Total					$ 342.31
SEESAW LEARNING INC	4/25/2025	4028950	LICENSING AGREEMENTS	060	$ 4,000.01
SEESAW LEARNING INC Total					$ 4,000.01
SELF INSURED SCHOOLS OF	4/17/2025	4028757	OTHER INSURANCE	670	$ 950,705.00
SELF INSURED SCHOOLS OF Total					$ 950,705.00
SERVICE STATION SYSTEMS	4/18/2025	4028818	CONTRACTED SERVICES	010	$ 275.00
		4028818	REPAIR OF EQUIPMENT	010	$ 533.73
SERVICE STATION SYSTEMS Total					$ 808.73
SFCC INTERMEDIATEHOLDINGS INC	4/18/2025	4028819	MATERIALS AND SUPPLIES	010	$ 264.33
	4/25/2025	4028863	MATERIALS AND SUPPLIES	010	$ 190.75
		4028893	MATERIALS AND SUPPLIES	010	$ 256.18
		4028907	MATERIALS AND SUPPLIES	010	$ 31.75
		4028974	MATERIALS AND SUPPLIES	060	$ 794.69
SFCC INTERMEDIATEHOLDINGS INC Total					$ 1,537.70
SHARKS MINOR HOLDINGS LLC	4/4/2025	4028655	OUTDR ED-FLD TRIP-ADMISSI	010	$ 1,600.00
SHARKS MINOR HOLDINGS LLC Total					$ 1,600.00
SHAYNE SORIANO	4/11/2025	4028710	MATERIALS AND SUPPLIES	088	$ 51.99
SHAYNE SORIANO Total					$ 51.99
SIX DEGREES INC.	4/4/2025	4028633	LICENSING AGREEMENTS	010	$ 8,148.58
		4028633	TRAVEL AND CONFERENCES	010	$ 734.40
		4028633	PREPAID EXPENDITURES	010	$ 26,178.94
		4028633	SUPPORT	010	$ 586.29
SIX DEGREES INC. Total					$ 35,648.21
SIXTH DIMENSION PMCM INC	4/25/2025	4028874	CONSTRUCTION MANAGEMENT F	210	$ 7,296.25
SIXTH DIMENSION PMCM INC Total					$ 7,296.25
SOLUTION TREE INC	4/25/2025	4028875	MATERIALS AND SUPPLIES	060	$ 362.91
SOLUTION TREE INC Total					$ 362.91
SOUND SOULUTIONS LLC	4/4/2025	4028577	CONTRACTED SERVICES	060	$ 450.00
		4028586	CONTRACTED SERVICES	060	$ 450.00
SOUND SOULUTIONS LLC Total					$ 900.00
STANDARD INSURANCE CO.	4/30/2025	4029025	LIFE INSURANCE	010	$ 19,178.28
STANDARD INSURANCE CO. Total					$ 19,178.28
STATE OF CALIFORNIA	4/25/2025	4028917	FINGER PRINTING	010	$ 1,242.00
STATE OF CALIFORNIA Total					$ 1,242.00
STATEWIDE TRAFFIC SAFETY AND	4/11/2025	4028751	MATERIALS AND SUPPLIES	050	$ 481.48
STATEWIDE TRAFFIC SAFETY AND Total					$ 481.48
STEVEN WAYNE DOTY	4/18/2025	4028772	CONTRACTED SERVICES	050	$ 770.00
		4028834	CONTRACTED SERVICES	050	$ 5,442.50
STEVEN WAYNE DOTY Total					$ 6,212.50
STICKLES, ADAM	4/4/2025	4028648	MATERIALS AND SUPPLIES	010	$ 503.75
	4/25/2025	4028936	MATERIALS AND SUPPLIES	010	$ 693.40
STICKLES, ADAM Total					$ 1,197.15
STUDIO W ASSOCIATES INC.	4/11/2025	4028702	ARCHITECT FEES	210	$ 804.30
STUDIO W ASSOCIATES INC. Total					$ 804.30
SUNBELT STAFFING LLC	4/11/2025	4028732	CONTRACTED SERVICES	080	$ 17,168.10
SUNBELT STAFFING LLC Total					$ 17,168.10

Vendor Name	Date	Warrant #	Object Descr	Fund	Sum of Amount
SUPER DUPER INC	4/4/2025	4028554	TEACHER SUPPLIES	010	$ 283.22
	4/11/2025	4028703	MATERIALS AND SUPPLIES	080	$ 175.00
	4/18/2025	4028773	TEACHER SUPPLIES	010	$ 75.52
SUPER DUPER INC Total					**$ 533.74**
SURINDERJIT KAUR	4/4/2025	4028649	MATERIALS AND SUPPLIES	060	$ 227.57
SURINDERJIT KAUR Total					**$ 227.57**
SUTHERLAND CONSULTING GROUP	4/25/2025	4028975	CONTRACTED SERVICES	010	$ 3,006.00
SUTHERLAND CONSULTING GROUP Total					**$ 3,006.00**
SWEETWATER SOUND INC	4/4/2025	4028650	TEACHER SUPPLIES	010	$ 402.48
	4/25/2025	4028894	MATERIALS AND SUPPLIES	010	$ 1,383.28
		4028894	MATERIALS AND SUPPLIES	060	$ 1,624.21
		4028894	SUPPLY-INVENTORY(NON-CAP	010	$ 3,147.81
		4028894	TEACHER SUPPLIES	010	$ 161.91
SWEETWATER SOUND INC Total					**$ 6,719.69**
SYSCO SAN FRANCISCO INC.	4/10/2025	4028666	FOOD	130	$ 17,306.29
SYSCO SAN FRANCISCO INC. Total					**$ 17,306.29**
TALTON, VERONICA	4/4/2025	4028651	MILEAGE	010	$ 36.40
TALTON, VERONICA Total					**$ 36.40**
TANU KOHLI	4/25/2025	4028995	MATERIALS AND SUPPLIES	060	$ 59.50
TANU KOHLI Total					**$ 59.50**
TAYMARK	4/11/2025	4028687	MATERIALS AND SUPPLIES	010	$ 80.75
	4/25/2025	4028895	MATERIALS AND SUPPLIES	010	$ 312.22
TAYMARK Total					**$ 392.97**
TEAMSTERS LOCAL #150	4/30/2025	4029026	DUES	010	$ 10,216.00
TEAMSTERS LOCAL #150 Total					**$ 10,216.00**
TEXAS LIFE INSURANCE	4/30/2025	4029027	LIFE INSURANCE	010	$ 7,200.96
TEXAS LIFE INSURANCE Total					**$ 7,200.96**
THAO DUONG	4/4/2025	4028652	MILEAGE	080	$ 590.70
THAO DUONG Total					**$ 590.70**
THE CITY PEACE PROJECT	4/4/2025	4028612	CONTRACTED SERVICES	060	$ 1,000.00
	4/18/2025	4028800	CONTRACTED SERVICES	060	$ 1,000.00
THE CITY PEACE PROJECT Total					**$ 2,000.00**
THE CREEKSIDE SCHOOL	4/18/2025	4028835	SUBAGREEMENTS FOR SERVICE	080	$ 14,426.25
THE CREEKSIDE SCHOOL Total					**$ 14,426.25**
THE DANIELSEN COMPANY	4/17/2025	4028760	FOOD	130	$ 41,379.64
THE DANIELSEN COMPANY Total					**$ 41,379.64**
THE MASTER TEACHER	4/18/2025	4028795	MATERIALS AND SUPPLIES	010	$ 494.80
THE MASTER TEACHER Total					**$ 494.80**
THE PAPE' GROUP INC	4/11/2025	4028733	PREVENTIVE EQUIP MAINTENA	010	$ 334.00
THE PAPE' GROUP INC Total					**$ 334.00**
THE PROPHET CORPORATION	4/4/2025	4028555	MATERIALS AND SUPPLIES	010	$ 3,075.41
	4/18/2025	4028774	MATERIALS AND SUPPLIES	060	$ 148.66
	4/25/2025	4028876	MATERIALS AND SUPPLIES	060	$ 216.70
		4028876	SUPPLY-INVENTORY(NON-CAP	060	$ 2,732.00
		4028896	MATERIALS AND SUPPLIES	010	$ 50.82
		4028918	MATERIALS AND SUPPLIES	060	$ 4,313.41
THE PROPHET CORPORATION Total					**$ 10,537.00**
THERAPY SHOPPE INC.	4/4/2025	4028556	MATERIALS AND SUPPLIES	080	$ 381.62
THERAPY SHOPPE INC. Total					**$ 381.62**
THINK TOGETHER	4/4/2025	4028564	SUBAGREEMENTS FOR SERVICE	120	$ 93,306.58
		4028613	CONTRACTED SERVICES	060	$ 438,165.00
		4028613	SUBAGREEMENTS FOR SERVICE	060	$ 164,064.20
	4/18/2025	4028778	CONTRACTED SERVICES	120	$ 9,917.00
THINK TOGETHER Total					**$ 705,452.78**
THOMAS WOO	4/4/2025	4028653	MILEAGE	010	$ 30.80
THOMAS WOO Total					**$ 30.80**
TIERNEY LOPEZ	4/25/2025	4028877	MILEAGE	080	$ 364.00
TIERNEY LOPEZ Total					**$ 364.00**
TRANG NGUYEN	4/11/2025	4028711	MILEAGE	080	$ 191.40
TRANG NGUYEN Total					**$ 191.40**
TRUONG, KHANH	4/25/2025	4028985	TRAVEL AND CONFERENCES	210	$ 99.90
TRUONG, KHANH Total					**$ 99.90**
U.S. BANK	4/21/2025	4028841	ADMINISTRATION COST	010	$ 8.00
		4028841	DUES AND MEMBERSHIPS	130	$ 299.00
		4028841	FOOD	130	$ 176.72
		4028841	LICENSING AGREEMENTS	010	$ 484.42
		4028841	MATERIALS AND SUPPLIES	010	$ 1,784.24
		4028841	OUTDR ED-FLD TRIP-ADMISSI	060	$ 2,100.00
		4028841	SUBSCRIPTIONS	010	$ 86.31
		4028841	TRAVEL AND CONFERENCES	010	$ 1,414.44
		4028841	TRAVEL AND CONFERENCES	080	$ 550.00
U.S. BANK Total					**$ 6,903.13**
UBEO WEST	4/18/2025	4028779	OVERAGES	010	$ 44.85
		4028779	PREVENTIVE EQUIP MAINTENA	010	$ 2,577.95

Vendor Name	Date	Warrant #	Object Descr	Fund	Sum of Amount
UBEO WEST	45765	4028779	PREVENTIVE EQUIP MAINTENA	060	$ 1,620.42
		4028779	PREVENTIVE EQUIP MAINTENA	050	$ 177.40
		4028779	PREVENTIVE EQUIP MAINTENA	080	$ 65.22
		4028779	PREVENTIVE EQUIP MAINTENA	130	$ 776.10
		4028779	PREVENTIVE EQUIP MAINTENA	210	$ 25.87
		4028783	OVERAGES	010	$ 2,276.32
		4028783	OVERAGES	060	$ 1,410.48
		4028783	PREVENTIVE EQUIP MAINTENA	010	$ 3,534.18
		4028783	PREVENTIVE EQUIP MAINTENA	060	$ 2,135.41
		4028788	OVERAGES	010	$ 956.88
		4028788	OVERAGES	060	$ 773.25
		4028788	OVERAGES	080	$ 9.60
		4028788	PREVENTIVE EQUIP MAINTENA	010	$ 2,078.02
		4028788	PREVENTIVE EQUIP MAINTENA	060	$ 1,720.43
		4028788	PREVENTIVE EQUIP MAINTENA	080	$ 36.23
		4028788	RENTAL & LEASES-OTHR CONT	010	$ 113.67
	4/25/2025	4028919	OVERAGES	010	$ 88.63
		4028919	PREVENTIVE EQUIP MAINTENA	010	$ 85.25
		4028976	SUBSCRIPTIONS	010	$ 176.06
		4028976	PREPAID EXPENDITURES	010	$ 410.82
		4028996	MATERIALS AND SUPPLIES	010	$ 1,282.77
		4028996	OVERAGES	010	$ 362.47
		4028996	OVERAGES	060	$ 1,550.99
		4028996	OVERAGES	080	$ 447.52
		4028996	PREVENTIVE EQUIP MAINTENA	010	$ 1,398.91
		4028996	PREVENTIVE EQUIP MAINTENA	060	$ 310.45
		4028996	PREVENTIVE EQUIP MAINTENA	080	$ (2,038.96)
UBEO WEST Total					**$ 24,407.19**
ULINE INC	4/4/2025	4028557	MATERIALS AND SUPPLIES	010	$ 1,763.43
		4028557	MATERIALS AND SUPPLIES	060	$ 2,278.05
ULINE INC Total					**$ 4,041.48**
UNITED PARCEL SERVICE	4/11/2025	4028712	POSTAGE	010	$ 213.76
UNITED PARCEL SERVICE Total					**$ 213.76**
UNITED REFRIGERATION INC.	4/11/2025	4028752	MATERIALS AND SUPPLIES	050	$ 351.32
UNITED REFRIGERATION INC. Total					**$ 351.32**
VALLEY TRANSPORTATION AUTH.	4/4/2025	4028587	MATERIALS AND SUPPLIES	060	$ 14,544.50
VALLEY TRANSPORTATION AUTH. Total					**$ 14,544.50**
VARITRONICS LLC	4/4/2025	4028558	MATERIALS AND SUPPLIES	010	$ 398.69
	4/11/2025	4028704	EQUIPMENT	060	$ 10,932.19
	4/25/2025	4028878	MATERIALS AND SUPPLIES	010	$ 1,980.82
VARITRONICS LLC Total					**$ 13,311.70**
VENTRIS LEARNING LLC	4/25/2025	4028951	MATERIALS AND SUPPLIES	060	$ 905.36
VENTRIS LEARNING LLC Total					**$ 905.36**
VENTURA SANTIAGO, ROSA	4/25/2025	4028952	MATERIALS AND SUPPLIES	060	$ 271.37
VENTURA SANTIAGO, ROSA Total					**$ 271.37**
VERIZON COMMUNICATIONS INC.	4/4/2025	4028656	CONTRACTED SERVICES	060	$ 35,089.29
	4/18/2025	4028784	CONTRACTED SERVICES	060	$ 4,521.18
VERIZON COMMUNICATIONS INC. Total					**$ 39,610.47**
VICTORIO, SKYLAR	4/4/2025	4028654	PROF/CONSULT SVC OPERATIN	010	$ 2,000.00
VICTORIO, SKYLAR Total					**$ 2,000.00**
VISTA CENTER FOR THE BLIND &	4/18/2025	4028836	CONTRACTED SERVICES	080	$ 666.25
VISTA CENTER FOR THE BLIND & Total					**$ 666.25**
W.W. GRAINGER INC.	4/18/2025	4028820	MATERIALS AND SUPPLIES	050	$ 671.30
	4/25/2025	4029001	MATERIALS AND SUPPLIES	050	$ 1,602.65
W.W. GRAINGER INC. Total					**$ 2,273.95**
WARD'S SCIENCE	4/4/2025	4028559	MATERIALS AND SUPPLIES	010	$ 107.65
WARD'S SCIENCE Total					**$ 107.65**
WATER QUALITY PLUMBING INC	4/18/2025	4028775	CONTRACTED SERVICES	050	$ 675.00
		4028837	CONTRACTED SERVICES	050	$ 815.00
	4/25/2025	4028977	CONTRACTED SERVICES	050	$ 225.00
WATER QUALITY PLUMBING INC Total					**$ 1,715.00**
WENDY BOSSHARDT	4/4/2025	4028578	TRAVEL AND CONFERENCES	120	$ 7.42
WENDY BOSSHARDT Total					**$ 7.42**
WEST MUSIC COMPANY INC	4/25/2025	4028897	ACCTS PAYABLE-USE TAX	010	$ (70.13)
		4028897	MATERIALS AND SUPPLIES	010	$ 818.17
		4028986	MATERIALS AND SUPPLIES	010	$ 231.71
WEST MUSIC COMPANY INC Total					**$ 979.75**
WEST ROOTS LLC	4/18/2025	4028821	LICENSING AGREEMENTS	060	$ 875.00
WEST ROOTS LLC Total					**$ 875.00**
WEX Health Inc	4/11/2025	4028713	PROF/CONSULT SVC OPERATIN	670	$ 60.00
WEX Health Inc Total					**$ 60.00**
WILL ENTERPRISES, INC	4/4/2025	4028634	MATERIALS AND SUPPLIES	088	$ 451.00
WILL ENTERPRISES, INC Total					**$ 451.00**
WOWZY CREATION CORP.	4/25/2025	4028920	MATERIALS AND SUPPLIES	010	$ 41.31

AP Check Register - Pivot Table Summary by Vendor
April 2025

Vendor Name		Date	Warrant #	Object Descr	Fund		Sum of Amount
WOWZY CREATION CORP.	Total					$	41.31
YEYI ORGANICS INC.		4/4/2025	4028579	FOOD	130	$	4,770.00
		4/25/2025	4028908	FOOD	130	$	4,770.00
			4028953	FOOD	130	$	4,860.00
YEYI ORGANICS INC.	Total					$	14,400.00
YMCA OF SILICON VALLEY		4/11/2025	4028688	CONTRACTED SERVICES	060	$	7,765.00
		4/18/2025	4028785	CONTRACTED SERVICES	060	$	195,465.22
		4/25/2025	4028921	MATERIALS AND SUPPLIES	088	$	171.00
YMCA OF SILICON VALLEY	Total					$	203,401.22
Grand Total						$	6,486,864.01

10.3

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: April 26, 2025

Subject: **Acceptance of Grant/Award Notification**

Support Information: The District has received a grant/award as summarized on the attached sheet dated May 8, 2025.

Fiscal Impact: No

Budgeted: Not Applicable

Budget Source: Not Applicable

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees accept this grant/award.

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

To the Board of Trustees:

Recommend Approval

10.3
Agenda Placement

Meeting: May 8, 2025
Regular Board Meeting

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
May 8, 2025 Board Meeting

GRANT/AWARD NOTIFICATION

PROJECT NAME	PROJECT AMOUNT	FUNDING AGENCY	COMMENTS
SCCOE – Data Adventures Classroom Pilot	$1,250.00	Santa Clara County Office of Education (SCCOE)	Santa Clara County Office of Education (SCCOE) will support one teacher's participation in the Data Adventures Classroom Pilot. U.S. Department of Education Early-Phase Grant will provide an ARUSD teacher a stipend of up to $1,250 for a not-to-exceed amount of $1,600 (including statutory costs) for their participation in professional learning, lesson co-design, and classroom implementation.
Synopsys Silicon Valley STEM Opportunity Fund Grant	$1,000.00	Synopsys Silicon Valley Science & Technology Outreach Foundation	Synopsys Silicon Valley Science & Technology Outreach Foundation sponsored a field trip to Santa Cruz County Outdoor Science School. The Grant will be awarded no later than August 31, 2025.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of November 12, 2024 by and between the Synopsys Silicon Valley Science & Technology Outreach Foundation (the "Foundation") and the Russo / McEntee Academy ("Grantee") and sets forth a framework regarding the sponsorship of field trip to Santa Cruz County Outdoor Science School. The Foundation will make a sponsorship grant to the Grantee totaling $1,000 for the field trip to Santa Cruz County Outdoor Science School (the "Grant"). Grantee acknowledges that the Grant is conditioned on the terms and conditions of this MOU. In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. The Grantee agrees that it will use the Grant for the purposes described above. The Grantee shall immediately repay to the Foundation any portion of the Grant funds which is spent or committed for any purpose other than the purpose for which the Grant was made. Grantee shall use all Grant funds provided under this MOU solely for its charitable and educational purposes, and shall not use any portion of the Grant funds to attempt to influence legislation, to influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, a voter registration drive, within the meaning of applicable provisions of the Internal Revenue Code and its accompanying regulations. Grantee shall not use any portion of the Grant funds to compensate any person who serves on the boards of directors of both the Grantee and the Foundation.

2. The Grantee agrees to hold the Foundation, its officers, agents, employees, volunteers, licensors and affiliates (including Synopsys, Inc.) harmless against any claims (including negligence or any other causes of action) arising from or in connection with (a) any act or omission of Grantee, its employees, volunteers, or agents, (b) the field trip to Santa Cruz County Outdoor Science School, or (c) Grantee's performance of any part of this MOU.

3. The Grant will be paid as follows:

   Beginning on or around November 12, 2024: one (1) payment of $1,000

4. The Grantee agrees that all publicity and collateral materials for the field trip to Santa Cruz County Outdoor Science School will include the Foundation logo, preceded by the phrase "sponsored by." Grantee shall make no other use of the Foundation's name or logo without the Foundation's prior permission.

5. The Grantee agrees to complete a STEM Opportunity Fund Report (provided by the Foundation) and to provide it to the Foundation no later than August 31, 2025. Such a report will contain statistics on student participation in the field trip to Santa Cruz County Outdoor Science School.

6. Unless otherwise agreed by the Foundation, Grantee agrees to maintain the following insurance coverages throughout the term of this MOU: (a) Commercial General Liability (CGL) with a limit of one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) in the aggregate for bodily injury and property damage, (b) Automobile Liability for owned, hired and non-owned vehicles for bodily injury, including death and property damage with limits of one million dollars ($1,000,000) each accident combined single limit, and (c) Workers Compensation covering Grantee's employees to the extent required by law.

7. Grantee further agrees to name the Foundation and its officers, directors, and employees as additional insureds under the applicable insurance policies mentioned herein and to provide a certificate of such insurance upon request.

8. This MOU shall be for a term of one year from the Effective Date.

9. The parties agree that this MOU does not create an agency, partnership, employment or joint venture relationship between the parties.

10. The Foundation may terminate this MOU, with or without cause, at any time upon thirty (30) days' written notice to Grantee.

11. This MOU shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

12. Each individual signing this MOU warrants and represents that the individual has full authority to execute this MOU on behalf of the party on whose behalf he or she signs.

13. All notices required under this MOU shall be in writing and shall be delivered to the following addresses, which may be modified in writing from time-to-time by a party:

If to Foundation, at: Synopsys Silicon Valley Science & Technology Outreach Foundation
c/o Lauren Foote, CEO
PO Box 1341
Los Gatos, CA 95031

If to Grantee, at: Russo / McEntee Academy
c/o Emeric Bisbee
2851 Gay Ave
San Jose, CA 95127

14. This MOU shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This MOU may not be amended or modified, except in a writing signed by both parties hereto. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this MOU is made and intended to be effective as of the Effective Date.

Synopsys Silicon Valley Science & Technology Outreach Foundation	Russo / McEntee Academy
By: _____	By: _____
Lauren Foote	NAME: _____
CEO, Synopsys Outreach Foundation	Representative Title: _____

Santa Clara County Office of Education

Memorandum of Understanding

between

Santa Clara County Office of Education
and
Alum Rock Union School District

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Alum Rock Union School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in the Data Adventures Classroom Pilot. The Innovations Collaborative of the SCCOE is a recipient of an Early-Phase Grant from the U.S. Department of Education titled "Data Adventures: A Mobile Makerspace to Promote Data Literacy, Digital Storytelling, and Interest in Data Science."

Teachers listed under term 5 are currently teachers at Alum Rock Union School District. Teachers agree to participate in the classroom pilot phase of this initiative. During the classroom pilot, Data Adventures project staff will collaborate with teachers to host a Data Adventure in their classroom. Data Adventures project staff may include personnel from the Santa Clara County Office of Education and Contractors such as WestEd and San Jose State University. These individuals will be on site, in the classroom, either co-teaching the lessons, observing, or supporting the teacher while he/she implements the lessons.

2. Goals

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

Data Adventures aims to tackle several issues including disparities in access to data science education and emerging technologies, lack of diversity in STEM fields, and insufficient learning experiences for high-need students.

3. Responsibilities

3.1. The Agency Responsibilities:

- Sign and return commitment form with appropriate signatures.
- Host a Data Adventure in the teacher's classroom for no more than 5 days. Data Adventure lessons and activities will be used with the students in the classroom. A member of the Data Adventures team **will be present in the classroom** to support instruction and co-facilitate the lessons alongside the teacher.
- Participate in and complete required out-of-classroom activities, both asynchronous and synchronous (estimated 5 hours).
- Notify Data Adventures Project Staff of any clearances and/or requirements necessary to visit the school site.

3.2. The SCCOE Responsibilities:

- Provide the teacher with all of the necessary information, materials, and resources to successfully implement the Data Adventure in the classroom.
- Comply with any of the Agency's requirements for Data Adventures project staff to visit the school site.
- Data Adventures project staff will be collecting non-personally identifiable information (PII) student data such as observation notes and an anonymous student survey. This data will be used for internal development and improvement of the lessons, and not for any research or reporting purposes.

3.3. Shared Responsibilities:

- Coordinate scheduling and logistics to ensure smooth implementation of Data Adventure activities with minimal classroom disruption.
- Collaborate on feedback and improvement by sharing observations, suggestions, and outcomes to enhance the program's effectiveness.
- Maintain open and timely communication to ensure smooth planning, scheduling, and implementation of the Data Adventure activities.

4. Duration of Agreement

This Agreement begins on May 1, 2025 and ends on June 30, 2025.

5. Articulation of Monies/Compensation

SCCOE will pay up to $1,600.00 (not to exceed) to Alum Rock Union School District.

The following teachers are eligible to receive a stipend of $1,250, for a Not-to-Exceed amount of $1,600 each including statutory costs. At the conclusion of the co-design phase, a stipend (plus statutory costs) will be paid based upon the number of hours completed by each team member.

Name	Email	School Site	School District	Not-to-Exceed Amount (including stipend & statutory costs)
Elizabeth Guzman	elizabeth.guzman@arusd.org	Adelante 1	Alum Rock Union School District	$1,600.00

SCCOE will receive the grant monies from the U.S. Department of Education. SCCOE will communicate to Alum Rock Union School District the amount of monies that are to be paid to each teacher and Alum Rock Union School District will process the payment through their payroll department. Alum Rock Union School District will then request reimbursement from SCCOE, and SCCOE will reimburse Alum Rock Union School District the total amount for stipends for their work with this project.

The continuation of this agreement is contingent upon continued funding from the Department of Education, Office of Elementary and Secondary Education Innovation and Research (EIR) grant (no. S411C230204). If SCCOE ceases to receive this funding, this agreement shall terminate on the date of the cancellation of the Department of Education, Office of Elementary and Secondary Education Innovation and

Research (EIR) Agreement.

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 30 days advance written notice to the other Party.

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

8.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

8.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

9.1 Insurance: Agency shall maintain sufficient insurance to protect the Agency and SCCOE. Agency shall name as Additional Insured for General Liability Insurance the Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents, representatives, and invitees. Agency shall maintain a Certificate of Insurance with Additional Insured Endorsement in their Business Office and provide a copy to SCCOE upon request.

9.2 Indemnification: The SCCOE Innovations Collaborative Department shall contact Agency for approval

before any services are provided by Contractor. Agency is solely responsible to determine what clearances and/or approvals are needed for Contractor to provide services. Agency has sole discretion to approve or not approve Contractor to provide services.

Contractor shall comply with all protocols necessary to be approved to provide services at Agency's sites. At Agency's sites, Contractor shall not be alone with students at any time, even virtually.

Agency agrees that SCCOE shall not be liable, either to persons or property, for any damages caused by Contractor arising out of the activities and services under the Agreement.

Agency shall hold harmless, indemnify, and defend SCCOE, its Board, officials, agents, and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement, to include, but not limited to, accident, injury, illness, or death. Agency shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits related to work performed under this Agreement, in the name of SCCOE when applicable, and shall pay all costs, including without limitation reasonable attorney's fees and appellate attorney's fees, and judgments which may issue thereon. Agency's obligation under this paragraph shall not be limited in any way to the agreed upon contract price, or the Agency's limit of, or lack of, sufficient insurance protection.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

Santa Clara County Office of Education

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Sandya Lopez

Title: Director, Innovations Collaborative

Date: _____

Address: 1290 Ridder Park Dr.
San Jose, CA 95131

Phone: (408) 453-6756

Email: slopez@sccoe.org

Alum Rock Union School District:

By: _____
Signature of Authorized Agency Official

Name: _____

Title: _____

Date: _____

Address: _____

_____

Phone: _____

Email: _____

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

10.4

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: May 8, 2025

Subject: **Approve/Ratify Notices of Employment and Changes of Status/May 8, 2025**

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

Fiscal Impact: No

Budgeted: N/A

Budget Source: N/A

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the hiring of any new employee, and any change of status for existing employees.

Approved by: Cesar Torrico Title: Assistant Superintendent, Human Resources

To the Board of Trustees: Meeting: May 8, 2025
Regular Board Meeting

Recommend Approval

10.4
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
May 8, 2025

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hire:

1. Mai, Tina	3/Painter Dual Immersion Vietnamese Program	04/16/2025

II. New Hire-Substitute Teacher:

1. Lira, Rosalba	04/17/2025
2. Thoppay, Mallika	04/23/2025

III. Substitute Residential Teacher Contracts:

1. Cerna Anaya, Estefani	05/26/2025-06/06/2025
2. Chaves, Israel	05/26/2025-06/06/2025
3. Faines, Anna Lynn	05/26/2025-06/06/2025
4. Fenstermaker, Andrew	05/26/2025-06/06/2025
5. Fuentes, Johnny	03/03/2025-05/23/2025
6. Moncada, Hector	05/26/2025-06/06/2025
7. Morquecho, Leticia	05/26/2025-06/06/2025
8. Perez, Irvin	05/26/2025-06/06/2025
9. Saavedra, Noe	05/26/2025-06/06/2025

IV. Short-Term Student Counselor Services Agreement:

1. Henderson, Destinee	07/01/2025-06/30/2026
2. Jung Hye Lee	07/01/2025-06/30/2026
3. Luu, Alex	07/01/2025-06/30/2026
4. Mendoza, Valerie	06/23/2025-06/30/2026

CERTIFICATED CHANGES OF STATUS:

V. Certificated Administrative Changes Effective 7/1/2025:

1. Jimenez, Kiela	From:	Director, State & Federal Programs Dept.
	To:	Director, Student Support Programs, Services and Compliance

10.5

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: December 4, 2024

Subject: **Approve Bond Contracts/Extensions**

Staff Analysis: The District has received a summarized list of bond contracts/extensions dates December 19, 2024.

Recommendation: Staff recommends approval of the Bond Contracts/Extensions.

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

To the Board of Trustees:

Recommend Approval

10.5
Agenda Placement

Meeting: December 19, 2024
Regular Board Meeting

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
May 8, 2025

BOND CONTRACT/EXTENSION

CONTRACTOR NAME	DATE OF SERVICE	COST	PURPOSE
Innovate Concrete	5/9/25	$ 55,958.00	Contractor completed all construction scope/work Associated with Project #11 – Linda Vista ES Bus Drop-Off Project; the District has accepted project complete (Notice of Completion) and certified by the Division of the State Architect (DSA).

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: April 25, 2025

Subject: **Approve Notice of Completion for Project #11 – Linda Vista Elementary Bus Drop-Off Project.**

Support Information: Innovate Concrete completed all construction scope/work associated with Project #11 – Linda Vista Elementary School Bus Drop-Off project. The District has accepted this project as complete, and certified by The Division of the State Architect (DSA).

Item:	Cost:	Total Contract Amount
Original Contract Amount	$55,958.00	
Change Orders	None	
Final Contract Amount		$55,958.00

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: Staff recommends the Board of Trustees accept the recording of the Notice of Completion for Project #11 – Linda Vista Elementary Bus Drop-Off.

Approved by: Teresa DeCelles ✓ D Title: Assistant Superintendent of Business Services

To the Board of Trustees: Meeting: May 8, 2025

Regular Board Meeting

Recommend Approval

Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

DSA
DIVISION OF THE STATE ARCHITECT

Certification of Compliance

April 14, 2025

Mr. Germán Cerda
Alum Rock Union Elementary School District
2930 Gay Ave
San Jose, CA 95127-2322

Project: **Linda Vista Elementary School**
Application #: **01-121433**
File Id #: **43-4**
Scope: **Construction of 1-Site Improvement, 1-Walkway & Bus Drop Off, 1-Fence & ACC gate**

Dear Mr. Germán Cerda:

The Department of General Services' records indicate that the construction of the referenced project has been completed in accordance with design documents approved by the Department, and that all the Verified Reports covering the construction have been received. Therefore, the Department of General Services Certifies as follows:

This project is in compliance with California State regulations as to the safety of design and construction of public schools, and for the accommodation of persons with disabilities.

As stated in our letter approving the plans and specifications for this project, the Department does not review design documents or construction for compliance with the electrical, mechanical, or plumbing regulations. It is the responsibility of the professional consultants named on the application to verify compliance with appropriate parts of the California Building Code, and to submit Verified Reports documenting compliance.

Sincerely,

Kris Wen
Digitally signed by Kris Wen
DN: C=US, E=kris.wen@dgs.ca.gov, O=DGS, OU=DSA, CN=Kris Wen
Date: 2025.04.16 10:16:37-07'00'

for Chris Morton
Regional Manager
Division of the State Architect
CM: ld

cc: School Board
Architect/Engineer - Brian Whitmore
File

RECORDED REQUESTED BY

German Cerda
Superintendent
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA. 95127

AND WHEN RECORDED MAIL TO:

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

RECORDED WITHOUT FEE PER G.C.27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is hereby given, pursuant to Civil Code section 9204, that:

1. The undersigned is an agent of the owner of the estate or interest stated below.
2. The name of the Owner is Alum Rock Union School District.
3. The address of the Owner is 2930 Gay Avenue, San Jose, CA 95127.
4. The nature of the estate or interest is in fee.
5. The work of improvement on the property hereinafter described was completed 08/07/24
6. The work done was Project #11 – Linda Vista Bus Drop-Off Project
7. The contractor for such work of improvement was Innovate Concrete, PO Box 26620, San Jose, CA.95159
8. The date of the contract between the above-contractor and Owner is 06/07/24.
9. The property on which said work of improvement was completed in Santa Clara County, State of California. The street address of said property is:
    a) Linda Vista Elementary
    100 Kirk Avenue
    San Jose, CA. 95127

Dated:_____

_____
Teresa DeCelles, Assistant Superintendent Business Services

VERIFICATION

I, German Cerda, say: I am the Superintendent for the Alum Rock Union School District and the declarant of the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof and the same of my own knowledge. I hereby declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Dated:_____ at San Jose, California

_____
German Cerda
Superintendent, Alum Rock Union School District

10.6

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: May 8, 2025

Subject: **ACCEPTANCE OF MEMORANDUM(S) OF UNDERSTANDING**

Support Information: The District has received the following Memorandum(s) of Understanding as summarized on the sheet(s) dated May 8, 2025.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: General Funding

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees accept 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: May 8, 2025
Regular Board Meeting

Recommend Approval

10.6
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

MEMORANDUM(S) OF UNDERSTANDING

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Academic Services Dr. Tara Bickford	07/01/2025-06/30/2026	Santa Cruz/Silicon Valley New Teacher Project	$84,750.00	Santa Cruz/Silicon Valley New Teacher Project will partner with Alum Rock Union Elementary School District in conducting an induction program according to state standards. Funding: General
Academic Services Dr. Tara Bickford	05/01/2025-07/24/2025	San Jose City College	Not Applicable	San Jose City College partnership to implement the Rising STEM Scholars Summer Program will provide a zero-cost, college-level engineering course and support services for up to 25 rising 8th and 9th grade ARUSD students. Funding: Not Applicable
Academic Services Dr.Tara Bickford	05/01/2025-06/30/2025	Santa Clara County Office of Education – Data Adventures Pilot	Not Applicable	Project staff from SCCOE will support classroom instruction by co-teaching, observing, or assisting with 5 days of lesson delivery. SCCOE will collect anonymous student data for internal program improvement and ensure all district site requirements are met. Participating teachers will receive a stipend of up to $1,600.00 through U.S. Department of Education Early-Phase Grant. Funding: Not Applicable

Docusign Envelope ID: DA817B28-3F31-44E4-A554-5BA44B74150B

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 13260101

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

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☑ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval, and a Board Policy Memo for Contracts $100,000 and over.

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

Name of Individual/Company: Santa Cruz/Silicon Valley New Teacher Project

Address: 400 Encinal Street City: Santa Cruz State: CA Zip: 95060

Phone: (831) 466-5600 Email: cmcisaac@santacruzcoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 1, 2025 end date June 30, 2026

CONTRACTOR'S OBLIGATION:

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

Santa Cruz/Silicon Valley New Teacher Project will partner with Alum Rock Union Elementary School District in conducting an induction program according to state standards.

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:** $84,750.00 (25 teachers @ $2,250.00 each + 5 teachers @ $5,700.00 each)

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	1110	1000	000000	305	5011	$84,750.00	4/23/25

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Tara Bueller-Williams Date: 4/15/25

Director of Fiscal Services: _____ Date: 4/22/25

Asst. Supt., of Business Services: _____ Date: 4/25/25

Superintendent: _____ Date: _____

Docusign Envelope ID: DA817B28-3F31-44E4-A554-5BA44B74150B

Santa Cruz/Silicon Valley New Teacher Project and Alum Rock

MEMORANDUM OF UNDERSTANDING
July 2025 - June 2026

This Memorandum of Understanding (MOU) is between the Santa Cruz/Silicon Valley New Teacher Project (SC/SVNTP), a California state-approved Induction Program, organized under its Local Education Authority, the Santa Cruz County Office of Education (Santa Cruz COE), and Alum Rock USD (Organization), in partnership to carry out Teacher Induction. The purpose of this MOU is to establish a formal working relationship between the SC/SVNTP and the Organization and to set forth the operative conditions that will govern this partnership. This agreement shall be in effect for one fiscal school year, commencing with the 2025-2026 academic year.

The goal of this partnership is to implement a quality research-based, accredited Teacher Induction program, in a sustained and systematic manner, while nurturing the growth and development of participating teachers holding a preliminary credential in the Organization. In order to do so, the SC/SVNTP will partner with Organization in conducting Induction programs for General Education and Education Specialist teachers that meet all state requirements for state-approved Induction Programs, set forth by SB2042, the Common Standards, and the California Induction Preconditions and Program Standards (see Exhibit B) and integrates the program design outlined in this MOU.

THE SANTA CRUZ/SILICON VALLEY NEW TEACHER PROJECT AGREES TO:

1. **Program Leadership and Administration**:

- Complete state and local accreditation processes, presentations, and written reports.
- Communicate with the California Commission on Teacher Credentialing (CTC), the California Department of Education, and other state-level stakeholders.
- Verify Induction eligibility for all newly enrolled teachers.
- Notify the Santa Cruz County Office of Education Human Resources Department when teachers complete the SC/SVNTP Induction program.
  - Santa Cruz COE Human Resources will recommend teachers who complete Induction **AND** any additional requirements listed under their preliminary for their CLEAR credential.
- Develop and maintain online learning environments and tools, used for mentor and participating teacher success in the Induction program.
- Hire and supervise contract mentors as needed and able, to ensure access to Induction for eligible new teachers.
- Manage the process and reimbursement for up to one day of release time for **participating teachers in their first year in the program** to observe teacher colleagues each school year, **not to exceed $200/day.**

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2. **Mentoring Model:** Provide a two-year, individualized, job-embedded Induction program to support first and second year General Education and Education Specialist teachers (Induction Precondition 1, see Exhibit B); an Early Completion Option (ECO) for "experienced and exceptional candidates who meet the program's established criteria" (Induction Precondition 6. See Exhibit B)

3. **Mentor Selection and Assignment:** Assist Organization in the recruitment and selection of highly-qualified mentors and develop mentor skills in order to maintain program quality.

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- If using an SC/SVNTP Contract Mentor:
  - Prior to employment with SC/SVNTP and the Santa Cruz COE, contract mentors must provide clearance of:
    - A background check and LiveScan fingerprinting
    - Confirmation of a negative TB test (from the last four years)
  - As employees of the Santa Cruz COE, contract mentors are **required to adhere to the necessary Keenan Professional Development Courses including but not limited to:**
    - California Mandated Reporter Training: Child Abuse and Neglect as recognized by California Department of Social Services
    - Sexual Harassment Prevention
    - COVID-19 Employee Training
    - Cybersecurity Employee Training

4. **Mentor Professional Development:** Enhance mentor development by providing ongoing mentor training and coaching that is aligned with state Induction Standards. Activities will include initial Mentor Academies, regular forums, and mentor observation/coaching. Materials and resources necessary to support these activities will be provided with the exception of computers and cell phones.

   - Design mentoring activities that are congruent with the current California Standards for the Teaching Profession (CSTP*)* and the *Continuum of Teaching Practice* and engage in ongoing formative assessment of participating teacher development which includes:
     - Once released by the CTC, co-assess on the *Continuum of Teaching Practice* to develop and implement an *Individual Learning Plan (ILP)* to guide the participating teacher's Induction experience (See Exhibit B for Induction Preconditions 4, 5 and Standards 2, 3).
     - Collaborate on Induction processes (a set of flexible tools used to support the implementation of the ILP) throughout the year.
     - Review teacher progress in the CSTP at mid-year and end-of-the-year and provide targeted, goal specific feedback.

5. **Collaborative Partnership:**
   - Consult with the Organization in reviewing its needs and resources as they relate to new teacher Induction and support coordination with other complementary organization initiatives (e.g. Instructional Coaching, Extending supports to pre-preliminary and veteran teachers; CSTP focus areas).
   - Facilitate a network of support for partner organization representatives focused on teacher Induction including hosting quarterly Steering Committee meetings and an annual Spring Visit with each organization.
   - Facilitate program evaluation activities in order to inform the partnership including conducting a required participating teacher and mentor mid and end of year survey and a site administrator survey.

Provide materials and information to guide organization leadership to support Induction policies and processes for Participating Teachers (e.g. SC/SVNTP website, enrollment processes, and support with credentialing).

THE ORGANIZATION AGREES TO:

1. **Mentoring Model:** Implement a full-release support provider model, or an SC/SVNTP-approved adaptation of the model, that meets the Organization and SC/SVNTP goals for the participating teachers, incorporating all the necessary support and resources to ensure that participating teachers have every opportunity to successfully complete the Induction program in order to receive their Clear Professional Credential.

2. **Mentor Selection and Assignment:** Create a cadre of experienced mentors based on a ratio of **no more than** one mentor to a **total of 18 teachers.** These mentors will possess a high level of training and leadership ability and will contribute to the Organization as instructional leaders. Selection criteria for mentors should include the following minimum qualifications:
   - Knowledgeable of the context and/or the content area of the participating teacher's assignment:
     - It is preferred that mentors have the same credential authorization as the participating teachers with whom they are matched.
   - Demonstrate commitment to professional learning and collaboration
   - Possess a current California Clear Teaching Credential
   - Have the ability, willingness, and flexibility to meet participating teachers' needs for support
   - Have a minimum of five years of effective teaching experience

3. **Teacher Enrollment**: Enroll all eligible teachers in the SC/SVNTP Induction program and work with SC/SVNTP leadership to assign a mentor according to credentials held, grade level and subject level as appropriate to the participant's employment within 30 days of hire (Induction Precondition 2, see Exhibit B). **The SC/SVNTP Fall enrollment period concludes on September 26, 2025.**
   - Teachers who become eligible for Induction after September 26, 2025 can enroll in January. The Organization will work with the SC/SVNTP to provide a mentor. Enrollment is based on space and mentorship availability and therefore not guaranteed. **The SC/SVNTP Spring enrollment period concludes on January 30, 2026.**

4. **Implementation:** Ensure full cooperation and participation of its staff in program activities to:
   - Require all mentors to attend all mentor academies and mentor forums. On the rare occasion that a mentor must miss a forum, the expectation is that the mentor will contact the SC/SVNTP Director in advance and request permission.
   - Provide individualized mentor support for each participating teacher "an average of not less than one hour per week" (Induction Precondition 3, see Exhibit B).
   - Support a systematic and job-embedded Induction experience by collaboratively developing a new teacher Individual Learning Plan (ILP) with the participating teacher in consultation with the site administrator "within 60 days of enrollment in the program" (Induction Precondition 4, see Exhibit B).
     - Ensure that the ILP is "designed and implemented solely for the professional growth and development of the participating teacher and not for evaluation for employment purposes" (Induction Precondition 5, see Exhibit B).
   - Oversee and regularly evaluate District-based mentors by District supervisor(s).
   - Designate a Steering Committee representative and an alternate to attend quarterly meetings throughout the year. Support Steering Committee representatives with sharing pertinent

information with the Organization decision-makers in a strategic manner.
- Oversee and regulate the use of video for instructional purposes, with their own participating teachers, following the guidelines of the Organization. **At no time will contract mentors be using video for instructional purposes.**

5. **Financial Considerations:** Take budgetary and organizational action to ensure that Induction is available to all eligible teachers. Be sure to include costs for the mileage of all district-released mentors in alignment with the Organization's budgetary guidelines.

FEE STRUCTURE

Exhibit A defines the fee structure for three fiscal years, beginning in 2024-25. Organizations will be required to sign an annual agreement, and will be placed on the appropriate column for fee structure based on the date of agreement.

1. **In-House Mentors:** The Organization will contribute according to **Exhibit A,** per participating teacher if providing their own mentor(s)
    a. If a participating teacher must leave their assignment, either for an extended leave or permanently, the Organization will receive a prorated billing for the cost of participation of the withdrawn teacher's support.
    b. Estimate 25 teachers x $2,250 = $56,250

2. **Contract Mentors:** If requiring services of an SC/SVNTP contract mentor The Organization will contribute according to Exhibit A,
    a. SC/SVNTP will seek to provide contract mentors to support up to nine participating teachers at the rate according to Exhibit A
    b. For participants ten and beyond, the district agrees to pay the rate according to Exhibit A plus an additional $1,000 per participating teacher.
    c. If a participating teacher must leave their assignment, either for an extended leave or permanently, the Organization will receive a prorated billing for the cost of participation of the withdrawn teacher's support.
    d. Estimate 5 teachers x $5,700 = $28,500

3. District will be **invoiced by SC/SVNTP in March** each year based on the number of participating teachers enrolled. Payment should then be directed to the Santa Cruz County Office of Education.
    a. Total Estimate=84,750

PROPRIETARY MATERIALS

All materials to be provided to the Organization under this agreement as part of SC/SVNTP professional development are the intellectual property of SC/SVNTP. Partner organizations may use any materials for the purpose of professional learning within their Organization with appropriate attribution to the SC/SVNTP. The Organization may not use materials for commercial purposes or share with others beyond the SC/SVNTP except with express written permission from SC/SVNTP leadership.

Confidentiality Pertaining to Student Data: SC/SVNTP acknowledges and agrees that SC/SVNTP may have access to information that is treated as confidential and proprietary by Organization, including student data (the "Confidential Information"). SC/SVNTP recognizes that student data is sensitive and that any misuse of such data by SC/SVNTP could be a violation of federal or state law. During and subsequent to the Term, SC/SVNTP shall (a) treat all Confidential Information as strictly confidential, (b) not disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior

written consent of Organization in each instance, and (c) not use any Confidential Information for any purpose except as required in the performance of obligations under this Agreement.

Publicity: SC/SVNTP agrees to obtain Organization's consent prior to using Organization's names, logos, or symbols in any of its materials. Organization hereby agrees to allow its name to be listed on the SC/SVNTP's website as a partner. Please check here if Organization wishes to Opt Out. ☐

Hold Harmless: Both parties agree to indemnify, defend, and save harmless the other from any and all claims and losses resulting from the action of either organization's employees or agents for any activity undertaken in this contract.

No Warranties: The Materials and Services are provided to the Organization on an "as is" basis. SC/SVNTP makes no representations or warranties of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing or trade usage, with respect to Materials, Services, or any other items provided under or matters contemplated by this Agreement.

Liability: In no event will the total aggregate liability of SC/SVNTP to the Organization of any person arising out of or relating to this agreement exceed the total amounts paid to SC/SVNTP under this Agreement in the twelve (12) months prior to the event of circumstances giving rise to such liability.

Termination:

- In the event that either party breaches the provisions of this agreement and/or does not fulfill the terms of this agreement in a timely manner, and fails to cure said breach within thirty (30) days of receipt of notice, the other party may terminate this agreement without further notice.

- In the event that either party determines this agreement is no longer to be bound by the terms, termination may be made with a 30-day prior notice to the date of termination.

SIGNATURES OF AGREEMENT:

District Representative - Mr. German Cerda, Superintendent, Alum Rock USD — Date

04 / 09 / 2025

Liann Reyes, Deputy Superintendent, Business, Santa Cruz COE — Date

04 / 10 / 2025

Melissa Roberts, Senior Director, SC/SVNTP — Date

Candace McIsaac

04 / 10 / 2025

Candace McIsaac, Director, SC/SVNTP (Silicon Valley) — Date

Exhibit A:

Exhibit A defines the fee structure for the upcoming three fiscal years. Organizations will be required to sign an annual agreement, and will be placed on the appropriate column for fee structure based on the date of agreement.

In-House Mentors: If providing their own mentor(s), the Organization will contribute according to the table below per participating teacher, :

Year	District Released Mentor
2024-25	$2200
2025-26	$2250
2026-27	$2300

Contract Mentors: If requiring services of an SC/SVNTP contract mentor the Organization will contribute according to the table below:

a. SC/SVNTP will seek to provide contract mentors to support as many participating teachers as possible
b. For participating teachers 1-9, the Organization will be charged according to the specified rate
c. For participants ten and beyond, the district agrees to pay the according rate plus an additional $1,000 per participating teacher.

Year	SC/SVNTP Provided Mentor
2024-25	$5600
2025-26	$5700
2026-27	$5800

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Exhibit B: Induction Program Preconditions and Standards Adopted January 23, 2017

Preconditions for General Education Induction Programs

1. Each Induction program must be designed to provide a two-year, individualized, job-embedded system of mentoring, support and professional learning that begins in the teacher's first year of teaching.
2. The Induction program must identify and assign a mentor to each participating teacher within the first 30 days of the participant's enrollment in the program, matching the mentor and participating teacher according to grade level and/or subject area, as appropriate to the participant's employment.
3. Each Induction program must assure that each participating teacher receives an average of not less than one hour per week of individualized support/mentoring coordinated and/or provided by the mentor.
4. Goals for each participating teacher must be developed within the context of the Individual Learning Plan (ILP) within the first 60 days of the teacher's enrollment in the program.
5. The Individual Learning Plan must be designed and implemented solely for the professional growth and development of the participating teacher and not for evaluation for employment purposes.
6. An Induction program sponsor must make available and must advise participants of an Early Completion option for "experienced and exceptional" candidates who meet the program's established criteria.

Induction Program Design for Mentoring Clear Teaching Credential Candidates

Standard 1: Program Purpose

Each Induction program must support candidate development and growth in the profession by building on the knowledge and skills gained during the Preliminary Preparation program to design and implement a robust mentoring system, as described in the following standards, that helps each candidate work to meet the *California Standards for the Teaching Profession.*

Standard 2: Components of the Mentoring Design

The Induction program's mentoring design must be based on a sound rationale informed by theory and research, and must provide multiple opportunities for candidates to demonstrate growth in the *California Standards for the Teaching Profession.* The mentoring approach implemented by the program must include the development of an Individualized Learning Plan (ILP) for candidates based on needs determined by the teacher and program provider, in consultation with the site administrator and guided by the Preliminary Program Transition Plan. The ILP must address identified candidate competencies that support the recommendation for the credential. Mentoring support for candidates must include both "just in time" and longer term analysis of teaching practice to help candidates develop enduring professional skills. The program's design features both individually and as a whole must serve to strengthen the candidate's professional practice and contribute to the candidate's future retention in the profession.

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Standard 3: Designing and Implementing Individual Learning Plans within the Mentoring System
The Individualized Learning Plan (ILP) must address the *California Standards for the Teaching Profession* and provide the roadmap for candidates' Induction work during their time in the program along with guidance for the mentor in providing support. The ILP must be collaboratively developed at the beginning of Induction by the candidate and the mentor, with input from the employer regarding the candidate's job assignment, and guidance from the program staff. The ILP must include candidate professional growth goals, a description of how the candidate will work to meet those goals, defined and measurable outcomes for the candidate, and planned opportunities to reflect on progress and modify the ILP as needed. The candidate's specific teaching assignment should provide the appropriate context for the development of the overall ILP; however, the candidate and the mentor may add additional goals based on the candidate's professional interests such as advanced certifications, additional content area literacy, early childhood education, case management, evidence-based practices supportive of specific disabilities within the candidate's caseload, consultant, collaboration, co-teaching, and collaborating with para-educators and service provides. Within the ILP, professional learning and support opportunities must be identified for each candidate to practice and refine effective teaching practices for all students through focused cycles of inquiry.

The program must assist the candidate and the mentor with assuring the availability of resources necessary to accomplish the ILP. The program must ensure dedicated time for regular mentor and candidate interactions, observations of colleagues and peers by the candidate, and other activities contained in the ILP. In addition, the mentoring process must support each candidate's consistent practice of reflection on the effectiveness of instruction, analysis of student and other outcomes data, and the use of these data to further inform the repeated cycle of planning and instruction.
Within the ongoing mentoring interactions, the mentor must encourage and assist candidates to connect with and become part of the larger professional learning community within the profession.

Standard 4: Qualifications, Selection and Training of Mentors
The Induction program assigns qualified mentors and provides guidance and clear expectations for the mentoring experience based on the program's design. Qualifications for mentors must include but are not limited to:

- Knowledge of the context and the content area of the candidate's teaching assignment
- Demonstrated commitment to professional learning and collaboration
- Possession of a Clear Teaching Credential
- Ability, willingness, and flexibility to meet candidate needs for support
- Minimum of three years of effective teaching experience

Guidance and clear expectations for the mentoring experience provided by the program must include but are not limited to:

- Providing "just in time" support for candidates, in accordance with the ILP, along with longer-term guidance to promote enduring professional skills

- Facilitation of candidate growth and development through modeling, guided reflection on practice, and feedback on classroom instruction
- Connecting candidates with available resources to support their professional growth and accomplishment of the ILP
- Periodically reviewing the ILP with candidates and making adjustments as needed

The program must provide ongoing training and support for mentors that includes, but is not limited to:

- Coaching and mentoring
- Goal setting
- Use of appropriate mentoring instruments
- Best practices in adult learning
- Support for individual mentoring challenges, reflection on mentoring practice, and opportunities to engage with mentoring peers in professional learning networks
- Program processes designed to support candidate growth and effectiveness

Standard 5: Determining Candidate Competence for the Clear Credential Recommendation
The Induction program must assess candidate progress towards mastery of the *California Standards for the Teaching Profession* to support the recommendation for the clear credential. The documentation of candidate progress must reflect the learning and professional growth goals indicated within the Individualized Learning Plan and evidence of the candidate's successful completion of the activities outlined in the ILP.

Prior to recommending a candidate for a Clear Credential, the Induction program sponsor must verify that the candidate has satisfactorily completed all program activities and requirements, and that the program has documented the basis on which the recommendation for the clear credential is made. The program sponsor's verification must be based on a review of observed and documented evidence, collaboratively assembled by the candidate, the mentor and/or other colleagues, according to the program's design. The Induction program's recommendation verification process must include a defensible process of reviewing documentation, a written appeal process for candidates, and a procedure for candidates to repeat portions of the program, as needed.

Standard 6: Program Responsibilities for Assuring Quality of Program Services
The program must regularly assess the quality of services provided by mentors to candidates, using criteria that include candidate feedback, the quality and perceived effectiveness of support provided to candidates in implementing their Individualized Learning Plan, and the opportunity to complete the full range of program requirements. Induction program leaders must provide formative feedback to mentors on their work, including establishment of collaborative relationships. Clear procedures must be in place for the reassignment of mentors, if the pairing of candidate and mentor is not effective.

The program must provide a coherent overall system of support through the collaboration, communication and coordination between candidates, mentors, school and district administrators, and all members of the Induction system

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Exhibit C: 2024 California Standards for the Teaching Profession Adopted April 2024

CSTP 1: Engaging and Supporting All Students in Learning: Teachers apply knowledge about each student to activate an approach to learning that strengthens and reinforces each student's participation, engagement, connection, and sense of belonging.

CSTP 2: Creating and Maintaining Effective Environments for Student Learning: Teachers create and uphold a safe, caring, and intellectually stimulating learning environment that affirms student agency, voice, identity, and development and promotes equity and inclusivity.

CSTP 3: Understanding and Organizing Subject Matter for Student Learning
Teachers integrate content, processes, materials, and resources into a coherent, culturally relevant, and equitable curriculum that engages and challenges learners to develop the academic and social– emotional knowledge and skills required to become competent and resourceful learners.

CSTP 4: Planning Instruction and Designing Learning Experiences for All Students: Teachers set a purposeful direction for instruction and learning activities, intentionally planning, and enacting challenging and relevant learning experiences that foster each student's academic and social–emotional development.

CSTP 5: Assessing Students for Learning: Teachers employ equitable assessment practices to help identify students' interests and abilities, to reveal what students know and can do, and to determine what they need to learn. Teachers use that information to advance and monitor student progress as well as to guide teachers' and students' actions to improve learning experiences and outcomes.

CSTP 6: Developing as a Professional Educator: Teachers develop as effective and caring professional educators by engaging in relevant and high-quality professional learning experiences that increase their teaching capacity, leadership development, and personal well-being. Doing so enables teachers to support each student to learn and thrive.

*For more information please see the CTC Appendix A California Standards for the Teaching Profession

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: _____

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

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval, and a Board Policy Memo for Contracts $100,000 and over.

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

Name of Individual/Company: San Jose-Evergreen Community College District (SJCC)

Address: 40 S. Market St. City: San Jose State: CA Zip: 95113

Phone: (408) 288 - 3115 Email: rene.alvarez@sjcc.edu

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates May 1, 2025 end date July 24, 2025

CONTRACTOR'S OBLIGATION:

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

SJCC partnership to implement the Rising STEM Scholars Summer Program will provide a zero-cost, college-level engineering course and support services for up to 25 rising 8th and 9th grade ARUSD students.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $No Cost

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	1110	1000	000000	305	7221	$0.00	4/24/25

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Tara Bidwell-Williams Date: 4-24-25

Director of Fiscal Services: _____ Date: 4/29/25

Asst. Supt., of Business Services: _____ Date: 4/29/25

Superintendent: _____ Date: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN JOSE CITY COLLEGE
AND
Alum Rock Unified School District

1. **Parties.**
   This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the San Jose City College, whose address is 2100 Moorpark Avenue, San Jose, CA 95113 (hereinafter called "COLLEGE"), and Alum Rock Unified School District (ARUSD) whose address is 2930 Gay Ave, San Jose, CA 95127.

2. **Purpose.**
   The purpose of this agreement is for the COLLEGE and ARUSD to enter into an agreement for the purpose of executing the Rising STEM Scholars Summer Program

3. **Term of MOU.**
   This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect from **May 1, 2025, until July 24, 2025**. This MOU may be terminated, without cause or for any cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail to the addresses listed above.

4. **Responsibilities of College**
   The College will:
   - Provide an application workshop (Date TBD).
   - Provide an orientation for students and parents (Week of May 26, 2025).
   - Provide an on-campus orientation (Week of June 9, 2025).
   - Provide an on-campus zero-cost credit bearing course (ENGR-003 Introduction of Engineering) for 25 ARSUD rising 8th and/or 9th graders during the COLLEGE'S regularly scheduled Summer 2025 term (June 16, 2025 – July 24, 2024).
   - Provide course registration services for each student participant.
   - Provide zero-cost instructional supplies including required textbooks.
   - Provide a zero-cost daily lunch.
   - Provide a structured daily schedule:
     - 9:00 AM - 10:15 AM - Class Lecture
     - 10:25 AM - 12:30 PM - Lab
     - 12:30 PM - 1:15 PM - Lunch Break
     - 1:15 PM - 2:30 PM – Curated Experiences
       - Monday: Study Session
       - Tuesday: College Orientation
       - Wednesday: Career Development
       - Thursday: Community Building
   - Provide a daily chaperone(s) escorting the ARUSD students to and from scheduled activities.

- Provide a COLLEGE administrator to serve as the main point of contact for ARUSD.
- Provide a final grade report for each student enrolled in the program ENGR-003 course.
- Provide a summative evaluation (student survey).

5. **Responsibilities of ARUSD**

ARUSD will:

- Recruit at least 20 students (up to a maximum of 25) for participation in the program by May 12, 2025.
- Provide transportation (i.e., school bus) for program student participants ensuring they arrive no later than 8:45 AM and are picked up no later than 2:45 PM at the designated drop-off/pick-up designation each day of the Summer 2025 term.
- Provide an ARUSD administrator to serve as the main point of contact for the COLLEGE
- Provide an on-site computer lab at an ARUSD location where the COLLEGE can conduct application workshops.

6. **Accessibility.**

Any curriculum or coursework developed by the parties to this MOU shall comply with the accessibility requirements of 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794D) and its implementing regulations as set forth in Title 36, Code of Federal Regulations, part 1194.

7. **Insurance.**

Each party will take the necessary steps to maintain customary insurance or self-insurance coverages for its officers and directors, employees and agents working on implementing this MOU, including, without limitation, comprehensive general liability, errors and omissions and worker's compensation coverages. COLLEGE shall be named as an Additional Insured under the General Liability policy. Failure to maintain such insurance or self-insurance shall be a breach of this Agreement. ARUSD shall provide proof of such insurance to COLLEGE prior to performance under this MOU.

8. **Indemnification.**

Each party shall indemnify, defend, and hold harmless the other party to this MOU, and their respective officers, directors, employees, and agents, from any and all losses, claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, attorneys' fees, and all other costs, fees, expenses, and charges which any such party, its officers, directors, employees, and agents may incur arising out of the negligence of willful misconduct of the indemnifying party, its officers, directors, employees or agents, or any breach of their obligations hereunder. The terms of this provision shall survive the termination or expiration of this MOU.

9. **General Provisions**

A. **Amendments.**

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. **Applicable Law.**

The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any

action arising out of this MOU and over the parties, and the venue shall be in the Superior Court of California, Santa Clara County.

C. Entirety of Agreement.

This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Severability.

Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. Third Party Beneficiary Rights.

The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only the parties to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

F. Assignment.

Neither party may assign this Agreement without the written consent of the other party.

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10. Signatures.

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Alum Rock Unified School District

German Cerda (Apr 2 4 , 2025 07:17 PDT)

Signature

04/24/2025

Date

German Cerda

Print Name

Superint endent

Title

San Jose-Evergreen Community College District

Signature

04/22/2025

Date

Print Name: Edwin Chandrasekar

Title: Vice Chancellor of Administrative Services

Cecilia Poon (Apr 2 2 , 2025 12:00 PDT)

Signature

04/22/2025

Date

Print Name: Legal Review

San Jose City College

David Wain Coon

David Wain Coon (Apr 2 2 , 2025 14:24 PDT)

Signature

04/22/2025

Date

Print Name: Dr. David Coon

Title: SJCC Acting President

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 010547

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

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval, and a Board Policy Memo for Contracts $100,000 and over.

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

Name of Individual/Company: Santa Clara County Office of Education (SCCOE) - Data Adventures Pilot

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

Phone: (408) 453-6645 Email: slopez@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates May 1, 2025 end date June 30, 2025

CONTRACTOR'S OBLIGATION:

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

Project staff from SCCOE will support classroom instruction by co-teaching, observing, or assisting with 5 days of lesson delivery. SCCOE will collect anonymous student data for internal program improvement and ensure all district site requirements are met. Participating teachers will receive a stipend of up to $1,600 through a U.S. Department of Education Early-Phase Grant.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $No Cost

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	1110	1000	000000	305	7221	$0.00	C 4/24/25

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Sara Bidfar Dr Williams Date: 4/24/25

Director of Fiscal Services: _____ Date: 4/29/25

Asst. Supt., of Business Services: _____ Date: 4/29/25

Superintendent: _____ Date: _____

Santa Clara County Office of Education

Memorandum of Understanding

between

Santa Clara County Office of Education
and
Alum Rock Union School District

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Alum Rock Union School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in the Data Adventures Classroom Pilot. The Innovations Collaborative of the SCCOE is a recipient of an Early-Phase Grant from the U.S. Department of Education titled "Data Adventures: A Mobile Makerspace to Promote Data Literacy, Digital Storytelling, and Interest in Data Science."

Teachers listed under term 5 are currently teachers at Alum Rock Union School District. Teachers agree to participate in the classroom pilot phase of this initiative. During the classroom pilot, Data Adventures project staff will collaborate with teachers to host a Data Adventure in their classroom. Data Adventures project staff may include personnel from the Santa Clara County Office of Education and Contractors such as WestEd and San Jose State University. These individuals will be on site, in the classroom, either co-teaching the lessons, observing, or supporting the teacher while he/she implements the lessons.

2. Goals

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

Data Adventures aims to tackle several issues including disparities in access to data science education and emerging technologies, lack of diversity in STEM fields, and insufficient learning experiences for high-need students.

3. Responsibilities

3.1. The Agency Responsibilities:

- Sign and return commitment form with appropriate signatures.
- Host a Data Adventure in the teacher's classroom for no more than 5 days. Data Adventure lessons and activities will be used with the students in the classroom. A member of the Data Adventures team **will be present in the classroom** to support instruction and co-facilitate the lessons alongside the teacher.
- Participate in and complete required out-of-classroom activities, both asynchronous and synchronous (estimated 5 hours).
- Notify Data Adventures Project Staff of any clearances and/or requirements necessary to visit the school site.

3.2. The SCCOE Responsibilities:

- Provide the teacher with all of the necessary information, materials, and resources to successfully implement the Data Adventure in the classroom.
- Comply with any of the Agency's requirements for Data Adventures project staff to visit the school site.
- Data Adventures project staff will be collecting non-personally identifiable information (PII) student data such as observation notes and an anonymous student survey. This data will be used for internal development and improvement of the lessons, and not for any research or reporting purposes.

3.3. Shared Responsibilities:

- Coordinate scheduling and logistics to ensure smooth implementation of Data Adventure activities with minimal classroom disruption.
- Collaborate on feedback and improvement by sharing observations, suggestions, and outcomes to enhance the program's effectiveness.
- Maintain open and timely communication to ensure smooth planning, scheduling, and implementation of the Data Adventure activities.

4. Duration of Agreement

This Agreement begins on May 1, 2025 and ends on June 30, 2025.

5. Articulation of Monies/Compensation

SCCOE will pay up to $1,600.00 (not to exceed) to Alum Rock Union School District.

The following teachers are eligible to receive a stipend of $1,250, for a Not-to-Exceed amount of $1,600 each including statutory costs. At the conclusion of the co-design phase, a stipend (plus statutory costs) will be paid based upon the number of hours completed by each team member.

Name	Email	School Site	School District	Not-to-Exceed Amount (including stipend & statutory costs)
Elizabeth Guzman	elizabeth.guzman@arusd.org	Adelante 1	Alum Rock Union School District	$1,600.00

SCCOE will receive the grant monies from the U.S. Department of Education. SCCOE will communicate to Alum Rock Union School District the amount of monies that are to be paid to each teacher and Alum Rock Union School District will process the payment through their payroll department. Alum Rock Union School District will then request reimbursement from SCCOE, and SCCOE will reimburse Alum Rock Union School District the total amount for stipends for their work with this project.

The continuation of this agreement is contingent upon continued funding from the Department of Education, Office of Elementary and Secondary Education Innovation and Research (EIR) grant (no. S411C230204). If SCCOE ceases to receive this funding, this agreement shall terminate on the date of the cancellation of the Department of Education, Office of Elementary and Secondary Education Innovation and

Research (EIR) Agreement.

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 30 days advance written notice to the other Party.

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

8.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

8.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

9.1 Insurance: Agency shall maintain sufficient insurance to protect the Agency and SCCOE. Agency shall name as Additional Insured for General Liability Insurance the Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents, representatives, and invitees. Agency shall maintain a Certificate of Insurance with Additional Insured Endorsement in their Business Office and provide a copy to SCCOE upon request.

9.2 Indemnification: The SCCOE Innovations Collaborative Department shall contact Agency for approval

before any services are provided by Contractor. Agency is solely responsible to determine what clearances and/or approvals are needed for Contractor to provide services. Agency has sole discretion to approve or not approve Contractor to provide services.

Contractor shall comply with all protocols necessary to be approved to provide services at Agency's sites. At Agency's sites, Contractor shall not be alone with students at any time, even virtually.

Agency agrees that SCCOE shall not be liable, either to persons or property, for any damages caused by Contractor arising out of the activities and services under the Agreement.

Agency shall hold harmless, indemnify, and defend SCCOE, its Board, officials, agents, and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement, to include, but not limited to, accident, injury, illness, or death. Agency shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits related to work performed under this Agreement, in the name of SCCOE when applicable, and shall pay all costs, including without limitation reasonable attorney's fees and appellate attorney's fees, and judgments which may issue thereon. Agency's obligation under this paragraph shall not be limited in any way to the agreed upon contract price, or the Agency's limit of, or lack of, sufficient insurance protection.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

Santa Clara County Office of Education

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Sandya Lopez

Title: Director, Innovations Collaborative

Date: _____

Address: 1290 Ridder Park Dr.
San Jose, CA 95131

Phone: (408) 453-6756

Email: slopez@sccoe.org

Alum Rock Union School District:

By: _____
Signature of Authorized Agency Official

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Email: _____

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

10.7

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: May 8, 2025

Subject: **CONTRACTS FOR PROFESSIONAL SERVICES – FIRMS/ORGANIZATIONS**

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

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: General, Restricted, and Bonds

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve 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: May 8, 2025
Regular Board Meeting

Recommend Approval

10.7
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
May 8, 2025 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
George Middle School Jackie Montejano	11/15/2024- 06/30/2025	International Association for Human Values (IAHV)	$7,900	Contract Adjustment: CO 257791, Board Approved November 14, 2024, Original Contract Amount: $0. New Contract Amount: $7,900. Increase the contract amount by $7,900.00 for additional session to include an increase to students and 5 additional sessions for staff. Funding: General, Restricted
Academic Services Dr. Tara Bickford	08/09/2024- 06/30/2025	Teacher Created Materials Inc.	$61,500.00	Contract Adjustment: CO 257648, Board Approved August 8, 2024, Original Contract Amount: $55,000.00. New Contract Amount: $61,500.00. Increase the contract amount by $6,500.00 for an additional professional learning workshop to ARUSD for the 24/25 school year. Funding: Restricted
Business Services Teresa DeCelles	05/09/2025- 06/30/2026	Crowe LLP	$86,835.00	Crowe will be providing yearly audit and reporting on the Financial Statements of Alum Rock School District for the Fiscal Year ending June 30, 2025. Funding: Restricted
Business Services Teresa DeCelles	05/09/2025- 06/30/2026	Crowe LLP	$28,875.00	Crowe will be providing yearly audit and reporting on the Financial Statement and Performance Audit of Alum Rock School District Bond Program Measure S and Measure I for the Fiscal year ending June 30, 2025. Funding: Bonds
Early Learning Dr. Dianna Ballesteros	06/16/2025- 07/15/2025	Amergis Healthcare Staffing, Inc.	$12,000.00	Amergis Healthcare Staffing will be providing the Early Learning department (3) Behavior Technicians equivalent to a paraeducator for the 2025 school

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

				year Bridge to Kinder Summer Program at Cassel, Cureton and Meyer. The Behavior Technician works to facilitate educational and behavioral services with children with special needs and collaborates with school professionals and other behavioral specialists to achieve learning and behavioral goals and objectives. Funding: Restricted
Special Education Anthony Colonna	08/01/2025- 06/30/2026	Alette Brooks Dba: Autism Workshop	$10,000.00	Alette Brooks will provide teacher/staff consultation and group workshops on recommended practices in the education of students within the Alum Rock District with autism spectrum disorder. Funding: Restricted
State and Federal Dr. Kiela Jimenez	05/09/2025- 07/15/2025	Resource Area for Teaching "RAFT"	$52,345.00	Resource Area for Teaching will provide up to 60 ARUSD TK-5th grade students STEAM theme activities from 12pm-5pm during the 24/25 Summer School program (June 16, 2025-July 15, 2025). Daily Activities include hands-on STEAM kit, experimentation, data analysis and team projects. Funding: Restricted

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 257791

Original P.O Amount $ 0 Contract Original Amount $ 0

Vendor Name: International Association for Human Value: Vendor No. 022127

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 $ 0
Change Order #: 1 $ 7900.00
Change Order #: _____ $_____
Change Order #: _____ $_____

New Contract Total (including Change Orders) $ 7900.00

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	060	3182	0	5815	00	1110	1000	000000	250	3182	$ 7,000.00	4/25/25
	010	0000	0	5815	00	1110	1000	000000	250	2850	$ 900.00	4/29/25

Reason for Adjustment:
ADDENDUM to CO#257791 - We have extended our service period to provide additional sessions. Sessions to include an increase to students and 5 additional sessions for staff. Please see highlighted attached.

School/Dept.: Joseph George Middle School Requested by: Jacqueline Montejano

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

_____ Director/Program Manager

_____ Procurement Manager

Date Requested: 01/08/25 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.)

INVOICE

International Association for Human Values
2401 15th Street NW
Washington, DC 20009

finance@iahv.org
+1 (202) 250-3405
www.iahv.org

IAHV
INTERNATIONAL ASSOCIATION FOR HUMAN VALUES

Bill to
Joseph George Middle School
Attn: Claudia Escobar and Jackie Montejano
255 Mahoney Drive
San Jose, CA 95127

Invoice details
Invoice no.: 4623398
Invoice date: 04/19/2025
Terms: Net 30
Due date: 04/19/2025

Description	Amount
IAHV Program: SKY Schools Services: 2024-25 academic year (1) Additional 1 week of SKY Schools curriculum for 14 classes of grades 6-8 (2) 6 yoga sessions for staff Amount in USD: $7900	$7,900.00
Total	**$7,900.00**

Payment Options & Instructions:
Please indicate invoice number with payment.

check: payable to International Association for Human Values or IAHV
remittance address: 2401 15th Street NW; Washington, DC 20009

Wire Transfer Details:
please email wire confirmation (with invoice number) to finance@iahv.org

Bank Name: Bank of America
Bank Address: 222 Broadway New York, NY 10038, USA
ABA Routing # & ACH Direct Deposit #: 052001633
Wire Transfer #: 026009593
Swift Code: BOFAUS3N
Bank Account #: 0039 2004 7823

Zelle transfer:
use email finance@iahv.org

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 257648

Original P.O Amount $_____ Contract Original Amount $55,000.00

Vendor Name: TEACHER CREATED MATERIALS INC. Vendor No. 018846

Please check:

- ____ Cancel P.O. / Contract
- ✔ Change Item No.: 1
- ✔ 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	$55,000.00
Change Order #: 1	$6,500.00
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$61,500.00

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	060	4035	0	5815	00	1110	1000	000000	305	1461	$61,500.00	4/24/25

Reason for Adjustment:

Teacher Created Materials will be providing an additional professional learning workshop to ARUSD. Cost of the added workshop is $6,500.00, increasing the contract amount to $61,500.00.

4/24/25

School/Dept.: Academic Services Requested by: Andrea Gonzalez

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

Sara Buck Williams Director/Program Manager

_____ Procurement Manager

Date Requested: 4/15/25 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.)

Created by Teachers for Teachers and Students

Teacher Created Materials
5301 Oceanus Drive
Huntington Beach, CA 92649

4/14/2025

Proposal #: TCM-00104032

Item #	Title	Qty	Unit Price	Ext Price
131573	Paid Professional Learning (workshop, in-person)	1	$6,500.00	$6,500.00

Total:	$6,500.00

Paul Gomez
Sales Consultant
Teacher Created Materials
Direct Line: 714-721-8039
Email: paul.gomez@teachercreatedmaterials.com

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Business Services (School/Dept.) VENDOR NO. 021155

Submitted by: Teresa Decelles

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: CROWE LLP

Address: 400 Capitol Mall Suite #1400 City: Sacramento State: CA Zip: 95814

Phone: (_____) Email Address: charles.raibley@crowe.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on May 9, 2025, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Yearly Audit and Reporting on the Financial Statements of Alum Rock School District for the Fiscal Year Ending June 30, 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.

X b. **Other:** $_____ (describe rate agreement) NTE $87,000.00

FY 24/25=$26,040; FY 25/26= $60,795.

5. **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
210	9601	0	5812	00	90000	8500	000000	450	9612	$86,835	4/24/25

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

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Crowe

Crowe LLP
Independent Member Crowe Global

400 Capitol Mall, Suite 1400
Sacramento, CA 95814-4498
Tel +1 916 441 1000
Fax +1 916 441 1110
www.crowe.com

January 28, 2025

Ms. Teresa Decelles
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, California 95127-2322

Dear Ms. Decelles:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Alum Rock Union Elementary School District ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending June 30, 2025.

We will audit and report on the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Client for the period(s) indicated.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Combining and Individual Fund Financial Statements and Schedules
- Schedule of Average Daily Attendance
- Schedule of Instructional Time
- Schedule of Expenditures of Federal Awards
- Reconciliation of Unaudited Financial Report with Audited Financial Statements
- Schedule of Charter Schools

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedules
- Schedule of the Client's Proportionate Share of the Net Pension Liability
- Schedule of the Client's Contributions

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The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Schedule of Financial Trends and Analysis – Unaudited
- Organization

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

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As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the Board of Trustees of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Compliance with State Laws and Regulations – The purpose of this report on compliance is solely to describe the scope of our testing of compliance with State Laws and Regulations, and the results of that testing, based on the requirements of the State of California's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. Accordingly, this report is not suitable for any other purpose.

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs. Because an

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audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Management has the responsibility to make Crowe aware of significant contractor relationships in which the contractor is responsible for program compliance. Client's management is responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that the auditor reports. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings, to establish and maintain a process for tracking the status of findings and recommendations, and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year from the date the Financial Statements are available to be issued.

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Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Monitoring independence includes monitoring affiliates and obtaining information about those entities. For the purpose of complying with applicable independence requirements, the Client agrees to provide Crowe, at least annually, a complete and accurate legal entity listing (e.g. component units included in the Client's financial statements), and a listing of other affiliated entities not included on the legal entity listing (e.g. joint ventures, jointly governed organizations, related organizations, and equity method investments). Crowe's independence may be impaired when an event occurs that impacts the Client's financial reporting entity. The financial reporting entity includes a primary government, organizations for which the primary government is financially accountable, and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's basic financial statements to be misleading or incomplete. The Client is responsible for providing Crowe timely, advance notice of events impacting the financial reporting entity so that both parties may assess the impact, if any, of such event on independence. Such notice may include timely providing Crowe notice of any changes in financial accountability amongst the primary government and current and potential component units including changes in board appointment responsibilities, financial benefit/burden relationships, or fiscal dependence. In assessing the impact of such event on independence, the parties will take appropriate action, which may require us to terminate the engagement. In addition, an impairment that extends to engagements with affiliates may require us to terminate multiple engagements, including those that may not be specific to this engagement letter.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in

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accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Preparation of the Schedule of Expenditure of Federal Awards

The Client will provide us with the necessary information to prepare the draft schedule of expenditure of federal awards including the notes thereto. We are relying on the Client to provide us with all information required by the Uniform Guidance for the schedule, notes and other relevant reporting information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the schedule of expenditures of federal awards.

Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

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BOND OFFERINGS

With respect to any official statements issued by the Client with which Crowe is not involved, the official statement should indicate that the auditor is not involved with the contents of such official statement. The disclosure should read as:

"Crowe, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crowe also has not performed any procedures relating to this official statement."

In delivering services to Client, Crowe may use subsidiaries owned and controlled by Crowe within and outside the United States. Crowe subsidiaries are subject to the same information security policies and requirements as Crowe LLP and will meet the requirements set forth in the confidentiality and data protection provisions of this Agreement.

FEES

Our fees, exclusive of out-of-pocket expenses, are outlined below.

Description of Services	Fee Amount
Audit of Alum Rock Union Elementary School District for the year ending June 30, 2025	$82,700

The above fee assumes no more than three federal programs will be subject to testing in the period ended June 30, 2025. Each additional program requiring testing above the number of programs tested in the preceding fiscal year will be billed at $6,500 per program. We will invoice you as our services are rendered.

To offset various overhead expenses associated with providing professional services that are not directly invoiced, a business services fee will be billed at 5% of total invoiced fees and expenses prior to tax. The business services fee reflects our estimate of costs including but not limited to technology, data security, administrative support, processing support, and other related support on this engagement.

Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters

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- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this

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Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any dispute arising out of or related to this Agreement and the parties' relationship generally, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

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ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Alum Rock Union Elementary School District	Crowe LLP
Signed by: Teresa Decelles 6D1F8078C2524DD...	DocuSigned by: Jennifer Aras 183831089C9247F...
Signature	Signature
Teresa DeCelles	Jennifer Aras
Printed Name	Printed Name
Assistant Superintendent, Business Services	Partner
Title	Title
February 21, 2025	February 14, 2025
Date	Date

By: _____
Signature of Authorized Agency Official

Name: German Cerda

Title: Superintendent

Date: _____

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Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

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DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes information on behalf of Client and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the foregoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that

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determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY – Any deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Upon full payment by Client, Crowe grants to Client a license to use for its business purposes any deliverables, including any other Work Product incorporated in such deliverables. Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement as well as any enhancements to any of the above ("Materials"). The foregoing ownership will be without any duty of accounting.

CLIENT DATA USAGE – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement; (b) as otherwise agreed upon in writing; (c) to further improve or develop our products and services; or (d) as necessary to comply with applicable law or professional standards.

DATA AGGREGATION & BENCHMARKING – Client agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

USE OF THIRD PARTIES IN CROWE OPERATIONS – Crowe uses third-party providers and third-party solutions in the ordinary course of Crowe business operations. Third-party providers and solutions used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, data hosting centers, operating systems, tools with machine learning or artificial intelligence components (including generative artificial intelligence products or services), and other third-party products and solutions used to perform the Services or generate Work Product, or components thereof. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United States for various administrative and support roles. Crowe subsidiaries and any third-party providers used

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in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

USE OF SUBCONTRACTORS FOR SERVICE DELIVERY – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

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NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to

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causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NOTIFICATION OF NON-LICENSEE OWNERSHIP (For California Engagements) – Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement ("Key Personnel"). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party's written consent unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel's compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or

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omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

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Cherry Bekaert LLP
Your Future Forward

Report on the Firm's System of Quality Control

To the Partners of Crowe LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the "Firm") applicable to engagements not subject to Public Company Accounting Oversight Board ("PCAOB") permanent inspection in effect for the year ended March 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under Federal Deposit Insurance Corporation Improvement Act of 1991 (FDICIA); and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Crowe LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP

Cherry Bekaert LLP
September 29, 2022

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AICPA

National Peer
Review Committee

October 20, 2022

Mark Baer
Crowe LLP
225 W Wacker DR Ste 2600
Chicago, IL 60606-1228

Dear Mark Baer:

It is my pleasure to notify you that on October 13, 2022, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

Michael Wagner
Chair, National PRC

+1.919.402.4502

cc: Jeffrey Sabetta, Jennifer Allen

Firm Number: 900010014904 Review Number: 592839

220 Leigh Farm Road, Durham, NC 27707-8110
T +1 919 402 4502 F: +1 919 419 4713

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Business Services (School/Dept.) VENDOR NO. 021155

Submitted by: Teresa Decelles

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: CROWE LLP

Address: 400 Capitol Mall Suite #1400 City: Sacramento State: CA Zip: 95814

Phone: (_____) Email Address: charles.raibley@crowe.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on May 9, 2025, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Yearly Audit and Reporting on the Financial Statement and Performance Audit of Alum Rock School District Bond Program Measure S and Measure I for the Fiscal Year Ending June 30, 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.

X b. **Other:** $_____ (describe rate agreement) NTE $27,500.00 + 5% = $28,875 (service fee)

5. **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
210	9601	0	5812	00	90000	8500	000000	450	9612	$16,275	
210	9700	0	5812	00	90000	8500	000000	450	9710	$12,600	4/24/25

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

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Crowe

Crowe LLP
Independent Member Crowe Global

400 Capitol Mall, Suite 1400
Sacramento, CA 95814-4498
Tel +1 916 441 1000
Fax +1 916 441 1110
www.crowe.com

January 28, 2025

Ms. Teresa Decelles
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, California 95127-2322

Dear Ms. Decelles:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Alum Rock Union Elementary School District ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client's Measure I and Measure S General Obligation Bonds for activity for the year ending June 30, 2025.

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

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In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the Board of Trut of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

PERFORMANCE AUDIT SERVICES

Our Responsibilities We will conduct a performance audit on the Client's Measure I and Measure S General Obligation Bonds activity for the year ending June 30, 2025. The objective of our Performance Audit will be to determine if the bond funds have been expended only on the specific projects listed in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

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The objective of a performance audit is to provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. Performance audits provide objective analysis so that management and those charged with governance and oversight can use the information to improve program performance and operations, reduce costs, facilitate decision making by parties with responsibility to oversee or initiate corrective action, and contribute to public accountability. We will plan and perform the performance audit in accordance with performance audit standards contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the performance audit objectives.

In making our risk assessments, we consider internal control that is significant within the context of the audit objectives in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control significant within the context of the audit objectives that we have identified during the audit. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

FINANCIAL AND PERFORMANCE AUDIT SERVICES

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control

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policies and procedures to provide reasonable assurance that compliance is achieved. Client's management is responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that the auditor reports. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings, to establish and maintain a process for tracking the status of findings and recommendations, and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year from the date the Financial Statements are available to be issued.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Monitoring independence includes monitoring affiliates and obtaining information about those entities. For the purpose of complying with applicable independence requirements, the Client agrees to provide Crowe, at least annually, a complete and accurate legal entity listing (e.g. component units included in the Client's financial statements), and a listing of other affiliated entities not included on the legal entity listing (e.g. joint ventures, jointly governed organizations, related organizations, and equity method investments). Crowe's independence may be impaired when an event occurs that impacts the Client's financial reporting entity. The financial reporting entity includes a primary government, organizations for which the primary government is financially accountable, and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's basic financial statements to be misleading or incomplete. The Client is responsible for providing Crowe timely, advance notice of events impacting the financial reporting entity so that both parties may assess the impact, if any, of such event on independence. Such notice may include timely providing Crowe notice of any changes in financial accountability amongst the primary government and current and potential component units including changes in board appointment responsibilities, financial benefit/burden relationships, or fiscal dependence. In assessing the impact of such event on independence, the parties will take appropriate action, which may require us to terminate the engagement. In addition, an impairment that extends to engagements with affiliates may require us to terminate multiple engagements, including those that may not be specific to this engagement letter.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

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Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

In delivering services to Client, Crowe may use subsidiaries owned and controlled by Crowe within and outside the United States. Crowe subsidiaries are subject to the same information security policies and requirements as Crowe LLP and will meet the requirements set forth in the confidentiality and data protection provisions of this Agreement.

FEES

Our fees, exclusive of out-of-pocket expenses, are outlined below.

Description of Services	Fee Amount

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Financial Statement and Performance Audit of Measure I General Obligation Bonds for the year ending June 30, 2025	$15,500
Financial Statement and Performance Audit of Measure S General Obligation Bonds for the year ending June 30, 2025	$12,000

We will invoice you as our services are rendered.

To offset various overhead expenses associated with providing professional services that are not directly invoiced, a business services fee will be billed at 5% of total invoiced fees and expenses prior to tax. The business services fee reflects our estimate of costs including but not limited to technology, data security, administrative support, processing support, and other related support on this engagement.

Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

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The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any dispute arising out of or related to this Agreement and the parties' relationship generally, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

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(Signature Page Follows)

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ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Alum Rock Union Elementary School District	Crowe LLP
Signed by: Teresa Decelles 6D1F8078C2524DD	DocuSigned by: Jennifer Aras 183831089C9247F
Signature	Signature
Teresa DeCelles	Jennifer Aras
Printed Name	Printed Name
Assistant Superintendent, Business Services	Partner
Title	Title
February 21, 2025	February 14, 2025
Date	Date

By: _____
Signature of Authorized Agency Official

Name: German Cerda

Title: Superintendent

Date: _____

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Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

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DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes information on behalf of Client and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the foregoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal

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Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY – Any deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Upon full payment by Client, Crowe grants to Client a license to use for its business purposes any deliverables, including any other Work Product incorporated in such deliverables. Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement as well as any enhancements to any of the above ("Materials"). The foregoing ownership will be without any duty of accounting.

CLIENT DATA USAGE – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement; (b) as otherwise agreed upon in writing; (c) to further improve or develop our products and services; or (d) as necessary to comply with applicable law or professional standards.

DATA AGGREGATION & BENCHMARKING – Client agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

USE OF THIRD PARTIES IN CROWE OPERATIONS – Crowe uses third-party providers and third-party solutions in the ordinary course of Crowe business operations. Third-party providers and solutions used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, data hosting centers, operating systems, tools with machine learning or artificial intelligence components (including generative artificial intelligence products or services), and other third-party products and solutions used to perform the Services or generate Work Product, or components thereof. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United

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States for various administrative and support roles. Crowe subsidiaries and any third-party providers used in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

USE OF SUBCONTRACTORS FOR SERVICE DELIVERY – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

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NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to

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causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NOTIFICATION OF NON-LICENSEE OWNERSHIP (For California Engagements) – Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement ("Key Personnel"). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party's written consent unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel's compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or

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omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

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Cherry Bekaert

Report on the Firm's System of Quality Control

To the Partners of Crowe LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the "Firm") applicable to engagements not subject to Public Company Accounting Oversight Board ("PCAOB") permanent inspection in effect for the year ended March 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under Federal Deposit Insurance Corporation Improvement Act of 1991 (FDICIA); and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Crowe LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP

Cherry Bekaert LLP
September 28, 2022

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Early Learning (School/Dept.) VENDOR NO. 300165

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

☑ **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: Amergis Healthcare Staffing, Inc.

Address: 7223 Lee Deforest Dr City: Columbia State: MD Zip: 21046

Phone: (408) 914-4895 Email Address: judelcar@amergis

SSN: _____ or Fed I.D. #: 83-2976157

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on June 16, 2025, and will diligently perform as required and complete performance by July 15, 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").
Amergis Healthcare Staffing will be providing the Early Learning department (3) Behavior Technicians equivalent to a paraeducator for the 2025 school year Bridge to Kinder Summer Program at Cassell, Cureton and Meyer. The Behavior Technician works to facilitate educational and behavioral services with children with special needs and collaborates with school professionals and other behavioral specialists to achieve learning and behavioral goals and objectives.

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.

X b. **Other:** $12,000.00 (describe rate agreement) (3) Behavior Technicians average 20 hours a week for an estimated 4 weeks at a bill rate $50/hour.

5. **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	2600	0	5815	00	0001	1000	020151	065	7392	$12,000	4/24/25
											4/24/25

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

amergis

Justina Del Carlo
Account Manager
Amergis Staffing Summer of 2025
Office: 408.914.3884
Email: judelcar@amergis.com

Amergis Behavior Technicians equivalent to a Paraeducator:

The Behavior Technician (BT) works to facilitate educational and behavioral services with children and adults with special needs and collaborates with school professionals and other behavioral specialists to achieve learning and behavioral goals and objectives.

Required Trainings:

- Crisis Prevention Training
- Professionalism Training
- Mandated Reporter Training

Bill Rate:

- $50/hour

Projected Spend:

Amount of BTs	Average Hrs/Week	Estimated Weeks	Bill Rate:	Projected Cost
3	20	4	$50/hour	$12,000

amergis

AMENDMENT NO. 1
MASTER SERVICES AGREEMENT

This **Amendment** ("Amendment") is made as of this March 21, 2025 **ALUM ROCK UNION ELEMENTARY SCHOOL DISTRCIT**("Customer") and Amergis Healthcare Staffing, Inc. ("Amergis"), pursuant to that certain (the "Agreement") entered into between Customer and Amergis on **Effective Date** (the **Agreement Effective Date**).

WHEREAS, Client requested Amergis to provide temporary healthcare staffing services at the facility as set forth in the Agreement;

WHEREAS, the Parties now seek to amend certain terms of the underlying Agreement as expressly set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by this Amendment:

1. The below will now apply to the above-mentioned agreement:

   a. Section three, Contractor's obligation shall now read as follows: Contractor shall provide the following services, and/or reports as further described in Exhibit A, attached hereto and incorporated herein by this reference ("Services") Amergis Healthcare Staffing will be providing the Early Learning department (3) Behavior Technicians equivalent to a paraeducator for the 2025 school year Bridge to Kinder Summer Program at Cassell, Cureton and Meyer. The Behavior Technician works to facilitate educational and behavioral services with children with special needs and collaborates with school professionals and other behavioral specialists to achieve learning and behavioral goals and objectives.

   b. Section nine, indemnification and on page eight, section indemnification shall remove the "indirectly" language from the indemnification language.

   c. Section thirteen, equipment and facilities shall be removed in its entirety.

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRCIT:	**AMERGIS HEALTHCARE STAFFING INC.:**
	Ben Veldman Digitally signed by Ben Veldman Date: 2025.04.11 10:24:25 -04'00'
Signature of Authorized Representative	Signature of Authorized Representative
German Cerda	Ben Veldman

Docusign Envelope ID: F998E0B5-0F91-4B56-8FE0-2DECF047BE05

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Special Education (School/Dept.) VENDOR NO. 020767

Submitted by: Anthony Colonna, Director Special Education

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Alette Brooks DBA: Autism Workshop

Address: 6724 Landerwood Ln City: San Jose State: CA Zip: 95120

Phone: (408) 705-6869 Email Address: _____

SSN: 562-86-9424 or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 1, 2025, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Alette Brooks will provide teacher/staff consultation and group workshops on recommended practices in the education of students within the Alum Rock District with autism spectrum disorder.

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.

X a. **Fee Rate:** $125.00/hr 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 XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
080	6546	0	5815	00	5750	1190	000000	380	6546	$10,000	7/24/25
											7/24/25

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

Proposal

To: Anthony Colonna, Director of Special Education, Alum Rock Union School District
2930 Gay Avenue, San Jose, CA 95127

From: Alette Brooks, Ph.D., Licensed Educational Psychologist #763, Autism Specialist/Consultant
Owner/Sole Proprietor of Autism Workshop

Date: March 18, 2025

Subject: Proposal for Autism Specialist Services for the 2025-2026 School Year

The following proposal outlines the professional development topics and activities that I can provide to the district to support your programs for students with autism. My rate of pay is $125.00 per hour.

Target audiences: newly hired autism SDC teachers, other teachers and specialists who would benefit from additional autism training, paraeducators working in autism SDCs or as one-to-one support in general education.

PD scheduling: during district PD days prior to or during the school year, or short ad hoc trainings scheduled over several Thursday afternoons (especially for paraeducators, classroom teams, or specialist groups), or consultation as arranged.

Teacher skills which can be addressed, as assigned by district administration:

1. Understanding autism: strengths and challenges associated with autism spectrum disorders
2. Setting up a classroom for effective student learning and behavior management of students with autism
3. Using proactive strategies to address behavioral issues for ASD students across a range of age and developmental levels
4. Effectively using visual and physical structures to create positive learning environments for adapting the curriculum to meet the unique needs of students with autism
5. Creating structured tasks and individual activities to support classroom instruction ("Make 'n Take" sessions)
6. Developing structured visual daily schedules that optimize ASD student opportunities for learning and promote compliance with teacher directions
7. Addressing age-specific concerns for students with ASD (i.e., how to teach necessary functional skills from preschool to middle school)
8. Implementing effective data collection and management of record-keeping systems to support instruction and IEP compliance
9. Addressing challenging issues with parents (e.g., when a student with ASD also has an intellectual disability or a significant emotional regulation dysfunction) and parent education
10. Incorporating strength-based strategies to target social communication deficits in autism and providing tools and opportunities for students to engage positively with peers and adults
11. Optimizing mainstreaming and inclusion experiences for students with autism, their classmates, and the school community
12. Implementing legally defensible programs for students on the autism spectrum, including assessment, program planning, and IEP development.

Thank you so much for the opportunity to work with this great team!

Sincerely,

Alette M. C. Brooks

Alette Brooks, Ph.D., LEP #763
Licensed Educational Psychologist/Autism Specialist/Consultant

Docusign Envelope ID: CDE03432-30AF-4199-A1DC-E6B54AF17D5B

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. 13054

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: Resource Area For Teaching ("RAFT")

Address: 1355 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: (408) 451-1420 Email Address: cdavenport@raft.net

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on May 9, 2025, and will diligently perform as required and complete performance by July 15, 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").

Resource Area For Teaching will provide up to 60 ARUSD TK-5th grade students STEAM theme activities from 12pm-5pm during the 24/25 Summer School program (June 16, 2025 - July 15, 2025). Daily activities include hands-on STEAM kits, experimentation, data analysis and team projects.

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:** $52,345.00 (describe rate agreement) $45 per day for 1st-5th grade students and $50 per day for TK-K students. Not to exceed $52,345.00

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	020110	360	7392	52,345.00	04/24/25

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

raft
RESOURCE AREA
FOR TEACHING

Services Agreement
Between
Alum Rock Union School District and **Resource Area For Teaching**

This Services Agreement ("Agreement") is entered by and between **Alum Rock Union School District ("District")** and **Resource Area For Teaching ("RAFT")**, to provide summer programming. The District and RAFT are each a "Party" and together the "Parties."

The District and RAFT wish to enter into an agreement that defines the relationship, describes the services that will be provided by RAFT for and on behalf of the District, and establishes the manner in which the services will be provided and the respective responsibilities of each Party. As such, the Parties agree as follows:

A. PERIOD OF AGREEMENT
This Agreement will be in effect May 9th, 2025 through July 15, 2025, unless this Agreement is terminated sooner in accordance with the terms of this Agreement.

B. AGREEMENT SUPERVISION
Germán Cerda, Superintendent, the District and Chase Davenport, Senior Director, Education, RAFT will oversee the execution of this Agreement on behalf of District and RAFT.

C. SCOPE OF WORK
RAFT will be providing the following services to the District:

1. Provide parent outreach and informational resources about the summer programs, including hosting parent information sessions (live or remote), attending School Board meetings, or parent meetings as reasonably requested by the District.
2. Provide online registration system information for District parents to register their children and provide the District with periodic reports of registration statistics and other details as requested. Registration and program forms can be provided in Spanish and English and Vietnamese. RAFT will request from parents or guardians pupil health information, such as whether a pupil has allergies or asthma, before pupil enrollment pursuant to Education Code section 8483.4(d).
3. Recruit, screen, hire, and train all program staff, including compliance with any independent contractor requirements provided by the District.
4. Provide information sessions to District teachers who may be interested in serving as lead teachers for the program.
5. Procure, plan, and process all program schedules, curriculum and materials, as well as ensure all materials are age appropriate.
6. Dates and Hours of Operation: All programs will run Monday-Friday for 5 hours per day. The days of the programs will be as follows: 6/16 - 6/18, 6/23-6/27, 6/30-7/3, 7/7-7/11, 7/14–7/15; 19 days total. Hours of Camp Operation: 12:00pm-5:30pm. Hours of Student Operation (5 hours): 12pm-5pm.
7. Ensure appropriate student to staff ratios during the program, as well as compliance with any health, safety and emergency procedures for the District school site.

8. Collaborate with RAFT program staff to ensure parent or student concerns are acknowledged and addressed in a timely and appropriate manner, and escalate issues to District personnel when necessary for resolution.
9. Provide a summary of teacher, parent and student survey data at the conclusion of programming.

District will support RAFT by providing the following services:

1. Provide access to communicate with District families about the program and collaborate on District student registrations.
2. Provide opportunities for the recruitment of District teachers/staff for the program.
3. Provide sufficient facilities, including classrooms, recess/lunch areas, and student and staff restrooms for the program participants, at no cost to RAFT for the purposes of running the program. District will provide access to a staff prep area and an area that can be used as an office by the program site director upon request. The District will provide all facilities and custodial services for the program at no cost to RAFT.
4. Work with RAFT staff to ensure knowledge of provided site facilities and any emergency and safety procedures on campus(es).
5. Distribute any information to program registrants prior to the start of each program session, including District meal program details, student dropoff and parking details, etc.
6. District will provide a snack/meal program for District students.
7. District is responsible for any other obligations necessary to ensure student access and/or accommodation unless otherwise expressly stated in this Agreement, including but not limited to transportation, disability accommodations, and meal requirements.

D. PROGRAM FEES, PAYMENTS, AND INVOICING

Program Fees/Payment Schedule are as follows:

1. **Enrollment**: up to 60 students per week during the summer 2025 program in the following grade bands: TK-K, 1-2, 3-5. RAFT will provide instructional staff and maintain staffing ratios consistent with ELOP/District requirements: TK/K minimum ratio of 10:1 and Grades 1-5 minimum ratio of 20:1. RAFT reserves the option of combining grade bands to ensure program effectiveness as long as the ELOP staffing ratios are maintained.
2. **Program Fees**: Not to exceed $52,345. $45 per day per 1st-5th grade student and $50 per day per TK-K student, 19 days. Fees do not include snacks or meals.
3. **Payment Schedule/Invoicing**: Payments will be invoiced as follows: 50% of the total will be invoiced on June 6th; the second invoice for the remaining 50% will be invoiced July 1,2025.
4. **Facilities/Number of Classrooms**: at least one classroom per cohort (10 TK-K students; 20 1st-5th grade 20 students, or portion thereof); cafeteria space; outdoor space/playgrounds; sufficient student restrooms based on size of program; separate staff restrooms; other spaces deemed necessary to fulfill program requirements and expectations.

E. DATA COLLECTION AND STUDENT RECORDS

The District will ensure that any student or other confidential information or data shared with RAFT will remove all personally identifiable information to the extent necessary to comply with federal and state laws. RAFT will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and all other applicable federal and state law regarding the confidentiality of student information provided by the District. To protect the confidentiality of student information

provided by the District, RAFT will limit access to such information to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. RAFT may use and share non-personally identifiable information and data for purposes of program analysis/improvement and for providing reporting for development purposes; all such information will only be reported in the aggregate.

The District is responsible for providing RAFT with any recordkeeping requirements necessary to ensure compliance with ELOP or other applicable auditing that may be required in connection with this Agreement. RAFT will keep records on student enrollment, attendance and other reasonably appropriate records relating its responsibilities under this Agreement, but any additional specific recording requirements must be provided to RAFT in writing at least 30 days prior to the start of any of the intersession or summer programs where such information is required.

Incident Reporting: RAFT will notify the District by the next working day following, and submit a written report within seven days of, the occurrence of any health or safety issues, including but not limited to, issues involving criminal background clearances for employees, building safety, and any event specified in subdivision (c) pursuant to Education Code section 8483.4(b).

F. INTELLECTUAL PROPERTY AND PUBLICATIONS

Ownership of Curriculum and Instructional Materials. All camp materials, including but not limited to kits, kit materials and activity/idea sheets are owned exclusively by RAFT. All curriculum, instructional materials, and other documents and items are the property of RAFT and are to be treated as proprietary and confidential. Such items shall not be used by the District or school(s) for any purpose without the express written consent of RAFT.

Unless otherwise stated in this Agreement, ownership of intellectual property created hereunder will be determined in accordance with applicable U.S. intellectual property laws. All finished or unfinished documents, activities, or other material prepared under this Agreement are the property of the creating party(ies).

G. MUTUAL INDEMNIFICATION

1. RAFT shall defend, indemnify and hold District, its officers, employees, and agents harmless from and against any and all liability, loss, expenses (including reasonable attorneys' 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, attorneys' fees, or claims for injury or damages caused by or result from the negligent or intentional acts or omissions of District, its officers, employees, or agents.

2. District shall defend, indemnify and hold RAFT, its officers, employees, and agents harmless from and against any and all liability, loss, expenses (including reasonable attorneys' 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, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of RAFT, its officers, employees, or agents.

H. ENTIRETY

This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party.

I. GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the State of California.

J. SEVERABILITY
In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

K. AUTHORITY TO EXECUTE
Each Party represents and warrants to the other that this Agreement has been duly authorized and that the person who executed this Agreement is authorized to do so on behalf of the Party. This Agreement may be executed in two or more counterparts.

L. ASSIGNMENT
Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.

M. NOTICES
Any notices required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight courier, or electronic mail, addressed as follows:

The District:
Alum Rock Union School District
Germán Cerda
Superintendent
german.cerda-luna@arusd.org
2930 Gay Avenue
San Jose, CA 95127

RAFT:
Resource Area for Teaching
Chase Davenport
Senior Director, Education
cdavenport@raft.net
1355 Ridder Park Drive
San Jose, CA 95131

N. TERMINATION
This Agreement is at-will and may be modified by mutual consent of authorized officials from RAFT and District. Either Party may terminate this Agreement with a thirty (30) day written notice. The Agreement shall become effective upon signature by the authorized officials from RAFT and District and shall remain in effect through the period of Agreement or until modified or terminated.

Should either Party terminate this Agreement, all joint activities, resources, references, etc. shall cease unless otherwise agreed upon in writing by mutual consent.

Written notices of termination must be forwarded to the Germán Cerda or to the CEO of RAFT at 1355 Ridder Park Drive, San Jose, CA 95131.

Written notices of termination must be forwarded to the Germán Cerda or to the CEO of RAFT at 1355 Ridder Park Drive, San Jose, CA 95131.

Germán Cerda
Superintendent
Alum Rock Union School District

Date

Chase Davenport
Senior Director, Education
Resource Area For Teaching

4/9/25
Date

10.B

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: April 29, 2025

Subject: **Current Enrollment**

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Not Applicable

INFORMATION ONLY

Submitted by: Germán Cerda Title: Superintendent

To the Board of Trustees: Meeting: May 8, 2025
Regular Board Meeting

INFORMATION ONLY

10.B
Agenda Placement

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Master Enrollment

as of Apr 29, 2025 8:30:11 AM

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	13	66	52	57	52	65	51	56	48	52	**516**	0	516	0	516
Adelante 2 K-8	1	19	41	42	47	42	51	40	45	32	14	**374**	0	374	0	374
Aptitud K-8	0	16	32	29	28	40	46	42	55	42	55	**385**	8	393	0	393
Cassell ES	3	17	47	27	33	43	38	37	0	0	0	**245**	29	274	0	274
Chavez ELC	1	24	30	0	0	0	0	0	0	0	0	**55**	3	58	15	73
Cureton ES	0	20	24	32	36	36	40	39	0	0	0	**227**	22	249	0	249
Dorsa ES	5	15	35	31	35	45	49	46	0	0	0	**261**	20	281	0	281
Hubbard K-8	0	19	43	41	39	40	46	43	41	55	52	**419**	2	421	8	429
Linda Vista ES	1	31	56	62	68	74	76	59	0	0	0	**427**	22	449	8	457
LUCHA ES	0	14	26	34	36	33	37	48	0	0	0	**228**	0	228	0	228
Lyndale ES	3	14	36	29	45	47	41	37	0	0	0	**252**	19	271	24	295
McCollam ES	2	18	44	54	47	57	54	64	0	0	0	**340**	40	380	0	380
Meyer ES	0	14	26	33	33	37	32	43	0	0	0	**218**	22	240	7	247
Painter ES	6	39	48	60	49	54	51	45	0	0	0	**352**	1	353	0	353
Russo McEntee ES	2	22	36	42	47	43	45	48	0	0	0	**285**	41	326	0	326
Ryan ES	1	9	33	30	25	38	45	49	0	0	0	**230**	13	243	0	243
San Antonio ES	0	13	30	53	56	44	48	70	0	0	0	**314**	11	325	0	325
George MS	0	0	0	0	0	0	0	0	121	108	144	**373**	1	374	0	374
Ocala MS	0	0	0	0	0	0	0	0	93	144	136	**373**	8	381	0	381
Renaissance 1 MS	0	0	0	0	0	0	0	0	83	124	120	**327**	19	346	0	346
Renaissance 2 MS	0	0	0	0	0	0	0	0	105	107	106	**318**	10	328	0	328
Sheppard MS	0	0	0	0	0	0	0	0	143	160	147	**450**	9	459	0	459
	29	**317**	**653**	**651**	**681**	**725**	**764**	**761**	**742**	**820**	**826**	**6969**	**300**	**7269**	**62**	**7331**