ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
December 18, 2025

Annual Organizational And Regular Board of Trustees Meeting Agenda

12/18/2025 - 05:30 PM
Join Zoom Meeting 84078241483
2930 Gay Avenue, San Jose, CA 95127
District Board Room

AGENDA

Code: Regular #16-25/26
In compliance with the Americans with Disabilities Act, if you need special assistance in order to participate in the public meeting of the Board of Trustees, please contact the Office of the Superintendent at (408) 928-6822. Notification 72 hours prior to the meeting will enable the District to make reasonable accommodations.

THE MEETING WILL BE AVAILABLE FOR VIEWING LIVE VIA ZOOM WEBINAR MODE AND CAN BE ACCESSED AS FOLLOWS:
Join the Webinar from PC, MAC, iPad or Android:

https://arusd-org.zoom.us/j/84078241483
Webinar ID: 840 7824 1483
Or One tap mobile:
+6699006833, 84078241483# US (San Jose)

THE MEETING MAY ALSO BE VIEWED THROUGH LIVE STREAM AS FOLLOWS:
1. Live stream Youtube English Channel "AlumRock TV"
https://www.youtube.com/@alumrocktv5143

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 to the Muwekma Ohlone People Tribe of the San Francisco Bay Area for their stewardship of these lands.

Main Governing Board

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

1. OPEN SESSION - CALL TO ORDER , ROLL CALL, AND OFFICER ELECTIONS

1. CALL TO ORDER/ ROLL CALL/PLEDGE OF ALLEGIANCE - PRESIDENT LINDA CHAVEZ
2. ACTION: ANNUAL ORGANIZATIONAL MEETING, NOMINATION AND ELECTION OF BOARD PRESIDENT.
3. ACTION: ANNUAL ORGANIZATIONAL MEETING, NOMINATION AND ELECTION of BOARD VICE-PRESIDENT.
4. ACTION: ANNUAL ORGANIZATIONAL MEETING, NOMINATION AND ELECTION OF BOARD CLERK.
5. ACTION: APPROVED AND APPOINT THE SUPERINTENDENT AS THE SECRETARY TO THE BOARD.
6. 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.
7. 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 4. on this agenda as stated below.

2. CLOSED SESSION - Following Closed Session, the Board Reconvenes to Public Session.

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

2. RECESS TO CLOSED SESSION: The Board will recess to Closed Session at approximately 5:45 p.m. at the conclusion of officer elections. Open Session will resume at conclusion of Closed Session.

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code Section 54956.8) Agency Negotiators:

   Public Property Advisors, Lisa Gillmor and Paulo Hernandez, and Sandra Garcia, Interim 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- 547, 600 Sinclair Dr., San Jose, CA 95116, portion of 2800 Ocala Avenue, San Jose, CA (former DCP Charter School site). Negotiating Parties: Ryan C. Baker, Court-appointed Receiver pursuant to Section 564 of the California Code of Civil Procedure ("CCP") in the civil action *Wilmington Trust, National Association, et al. v. Downtown College Prep Foundation, et al.*, Case No. 25CV465350, and others not yet determined. Under discussion/negotiations: Price and terms of payment.

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.

5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of Subdivision (d) of Section 54956.9):

   (1) *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; (2) *Jane Doe v. Alum Rock Union School District, et al.*, Santa Clara County Superior Court case no. 24CV435022; (3) *Maria Gutierrez v. Alum Rock Union Elementary School District*, Santa Clara County Superior Court case no. 25CV462406; (5) *Arturo Vazquez vs Alum Rock Union Elementary School District*, Santa Clara County Superior Court case no. 24CV441801.

6. CONFERENCE WITH LEGAL COUNSEL--Appeal of Investigative Findings (Board Policy and Regulations 1312.1): Complaint of EM

7. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: Principal, Elementary School

8. PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Interim Superintendent.

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

3. RECONVENE TO OPEN SESSION - DISTRICT OFFICE BOARD ROOM

1. Report of Action Taken in Closed Session

4. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

The Brown Act prevents the Board from discussing or acting on any item not on this published agenda. Those who wish to speak on a matter within the jurisdiction of the Board but not on the agenda may provide public comment in this portion of the meeting. The Board or Administration may refer to staff for follow-up on 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.

5. PUBLIC HEARING(s) AND/OR SPECIAL ORDER OF BUSINESS

1. Public Hearing SitelogiQ.

   Per Government Code Section 4217.10-4217.18, regarding Proceeding with the Design and Construction of District-Wide Energy Conservation Measures.

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

1. Approve Proposed Board Meeting Calendar for 2026. The Board will discuss and determine the proposed schedule for the Regular Board Meetings for the calendar year from January through December 2026. Proposed dates include: January 29, 2026; February 12, 2026 &February 26, 2026 ; March 12, 2026 & March 26, 2026; April 16, 2026; May 14, 2026 & May 28, 2026; June 11, 2026 & June 25, 2026; July 16, 2026; August 13, 2026 & August 27, 2026; September 10, 2026 & September 24, 2026; October 8, 2026 & October 22, 2026; November 12, 2026 and December 3, 2026 & December 17, 2026.

2. Approve Resolution # 31-25/26 Proclaiming January 2026 as School Board Recognition Month.

3. Information/Discussion/Action: Board-Created Committees. Creation/discussion of, and/or appointment to, Board-Created committees, as per Board Bylaw 9130.

4. Approval to Appoint the Board Representative for the County Committee Election for 2026. The California Education Code requires that the Governing Board of each school district, at its annual initial meeting, select one of its members to vote in the election for members of the County Committee on School District Organization.

5. Fischer School Site Upgrades Update.

   The administration will provide a written memo detailing all progress made to date, along with any potential or current delays. The update should include a clear explanation of the causes of any delays or potential delays, along with an anticipated timeline that outlines the time necessary to address them.

6. Approve the creation of a Board Auditor position.

   Option A: A staff position hired directly by ARUSD, with the auditor reporting solely and directly to the Board; and Option B: A model similar to that used by the County of Santa Clara, in which an external audit firm is retained to conduct audits on behalf of the Board on a regular basis, with the firm reporting directly to the Board.

7. Approve Exhibit 9240-E(1): Board Training- Second Reading.

8. Information/Discussion/Action: Retain the Services of VER Consultants.

9. Approve Memorandum of Understanding with the Mexican Consulate.

10. Approve Resolution No. 33-25/26 Prohibiting Political Contributions by Contracted Firms.

    The Board is asked to consider a resolution prohibiting any contracted firm and any of its principals, subsidiaries, subcontractors, or associated entities from making political contributions related to ARUSD.

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

1. English Language Learners Reclassification Criteria

   English Language Learners are reclassified fluent English Proficient based on a set of State and District criteria. This is an overview of the criteria for the 2025-2026 school year.

2. Community Schools Update

3. Update on Super Copita

   Staff will provide the Board with an update on Super Copita.

4. Approve School Sponsored Field Trips

   Per Board Policy 6153, field trips involving out-of-county or overnight travel require Board approval. The field trips listed fall under this policy. Administrative procedures will be followed for these trip

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

1. 2025-2026 First Interim Report

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

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

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

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

2. FY 2023-2024 Per Pupil Expenditures (Information Only).

   Per-pupil expenditure (PPE) data is reported annually as required by the Every Student Succeeds Act (ESSA) and provides a transparent view of how district resources are allocated to support student learning. The FY 2023–24 Per Pupil Expenditures reflect the total expenditures for both districtwide services and school-site–level costs, including personnel, instructional materials, student support services, and operational expenses.

   This report is informational and is intended to provide the Board of Trustees with an overview of spending trends, variances among school sites, and the district's overall investment in student programs. The data helps ensure consistency with state and federal reporting requirements and supports ongoing conversations related to budgeting, equity, and resource allocation.

3. Update on Core Builders + Steinberg Hart Contract Negotiations (Information Only).

   Alum Rock Union School District continues its efforts to develop workforce housing as a strategy to improve employee recruitment and retention and provide affordable living options for district staff. Following a competitive Design-Build Request for Proposals (RFP) process, the Board of Trustees selected CORE Builders + Steinberg Hart as the Design-Build entity for the project.

   Since the selection, district staff, legal counsel, Education Housing Partners, and CORE Builders + Steinberg Hart have been engaged in negotiations to finalize the terms of the Design-Build Agreement. Discussions have focused on confirming the project scope, sequencing, preliminary design considerations, construction schedule, and cost structure. Additional attention has been placed on risk management provisions, responsibilities during design and construction phases, and compliance with applicable state statutes governing Design-Build delivery.

   The collaborative negotiation process is progressing as expected. Both parties are working to ensure that all contractual elements align with the district's goals, financial parameters, and long-term housing objectives. The district is committed to delivering a high-quality, financially responsible workforce housing project that supports ARUSD employees and the broader community.

4. Reorganization of Staffing for District's Maintenance Operations and Warehouse Departments

   An update on current and future plans for a Reorganization Maintenance Operations and Warehouse Department.

5. Approval of Public Property Advisors Contract, Phase II.

   Phase I of the District's real estate advisory work with Public Property Advisors (PPA) have been completed. Phase II will provide continued real estate advisory services and support for potential property disposition options—such as ground leases, joint-use opportunities, exchanges, or sales—including overseeing and managing the complete disposition process. PPA's expertise and continuity will help the District evaluate viable options and advance its long-term facilities and financial strategies

9. 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.)

1. Approval of Energy Services Master Agreement between SitelogiQ and Alum Rock Union School District

   SitelogiQ will coordinate with Alum Rock Union School District to provide design and construction services for energy retrofit projects. This agreement includes the planning, development, and implementation of improvements aimed at enhancing energy efficiency across various district sites.

2. Approve Resolution No. 32-25/26 Energy Services Master Agreement.

   This resolution is for the approval of findings for Government Code Section 4217, approval of energy services Master Agreement between Alum Rock Union Elementary School District (ARUESD) and SitelogiQ for the purpose of design and construction of energy retrofit projects.

10. 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.)

1. Approve M.E.S.S Services Contract for the 2025/2026 SY. This contract will provide demolition for damaged structure at MACSA located at 660 Sinclair Drive, San Jose during the 2025-2026 school year. Submitted by M.O.T, $349,000 dollars.

   M.E.S.S. provided demolition of the remaining building and site-clearing services at MACSA site, located at 660 Sinclair Dr., San Jose, CA 95116. The services included the removal of fire-damaged structures, fencing, and light poles. They also performed debris off-haul and recycling, traffic control, and dust-control measures. The work included preserving designated perimeter fencing, and including covering all disposal fees.

2. Approve 3-S Security Services Contract for the 2025/2026 SY. This contract will provide 24-Hour Site Security, 7-Days a Week at 660 Sinclair Dr., San Jose. Submitted by M.O.T, $122,584 dollars.

   3-S Security provided 24 hour a day, 7 days a week, onsite monitoring for the fire-damaged building to protect the area, prevent unauthorized access, and maintain safety.

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

1. Approve YMCA of Silicon Valley services contract for the 2025/2026 SY. This contract extension is to increase funding in contract for new contract amount. Submitted by: Student Support Services; original approved contract was in the amount of $748,346. The total new contract amount for the 2025/2026 SY is in the amount of $796,758.

   A Contract Change Order (POCO) submitted to request decreasing line #1 by $45,335.04 and increasing line #2 by $94,335.04 for contract new total amount of $796,758.

2. Approve Boys & Girls Club of Silicon Valley services contract for the 2025/2026 SY. This contract extension is to increase funding in contract for new contract amount. Submitted by: Student Support Services; original approved contract was in the amount of $817,371. The total new contract amount for the 2025/2026 SY is in the amount of $890,601.

A Contract Change Order (POCO) submitted to request decreasing line #2 by $35,000.01 and increasing line #3 by $108,230.01 for contract new total amount of $890,601.

12. CONSENT CALENDAR/ACTION ITEMS - BOARD DISCUSSION AND/OR ACTION

1. Approval of Minutes for the following meetings: November 20, 2025, Regular Board Meeting and December 4, 2025, Special Board Meeting.

2. Acceptance of Donations

   The District has received donations as summarized on the sheet dated December 18, 2025.

3. Approval of Fundraising Activities

   The District has received fundraising requests as summarized on the attached sheet dated December 18, 2025.

4. Vendor & Payroll Warrants

Summary of Vendor and Payroll Warrants issued during November month of Fiscal Year 2025/2026.

Total of vendor warrants	$3,773,419.67
Total of payroll warrants	$4,815,095.59
Total	$8,588,515.26

5. Acceptance of Grants/Awards Notification

   The District has received a grants/awards as summarized on the attached sheet dated December 18, 2025.

6. Approve Bond Contracts/Extensions

   The District has received a summarized list of bond contracts/extensions dates December 18, 2025.

7. Santa Clara County Treasury Investment Portfolio Status

   In compliance with the State of California Government Code as amended by Chapters 783 and 784, Statues of 1995 and in compliance with county-policy, the Santa Clara County Treasury Investment Portfolio Report as of September 30, 2025 is submitted for the Board of Trustee's review and acceptance.

8. 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.

9. Approve Memorandum(s) of Understanding

   The District has received the following Memorandum(s) of Understanding as summarized on the sheet(s) dated December 18, 2025.

SCHOOL/ DEPARTMENT	**DATE OF SERVICE**	**CONSULTANT NAME**	**COST**	**PURPOSE**
Russo McEntee Academy Emeric Bisbee	01/13/2026-06/30/2026	Santa Cruz County Office of Education - Outdoor Science School Program	$16,655	Santa Cruz County Office of Education will provide a three-night, four-day program of outdoor science and conservation education including meals and lodging for 35 students and two staff from Russo/McEntee Academy at Koinonia Conference Grounds in Watsonville, California. Funding: Restricted
Special Education Anthony Colonna	11/12/2025-06/30/2026	Spectrum Center	$47,520	Spectrum is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. Due to the severity of their disability, a nonpublic school placement is required. Funding: Restricted
Social Emotional Learning Kristin Burt	01/05/2026-06/30/2028	Santa Clara County Office of Education-Innovations Collaborative	Master Not to exceed $45,000	Santa Clara County Office of Education will provide school sites with access to high-quality training and support which will allow sites to

				request individualized services such as professional learning, observations, coaching, technical assistance, and communities of practice to strengthen. Funding: General or Restricted
Social Emotional Learning Kristin Burt	12/19/2025- 06/30/2030	Loyola Marymount University, Los Angeles- Counseling Program	No Cost	Loyola Marymount University will provide counseling experience pertaining to a Practicum/Traineeship Program for students in counseling where they will obtain fieldwork experience under supervision by credentialed practitioners. Funding: General
Early Learning Dr. Dianna J. Ballesteros	07/01/2025- 06/30/2027	Santa Clara County Office of Education	No Cost	This Memorandum of Understanding is for the Alum Rock Union Elementary School District participation in the California State Preschool Program (CSPP) Quality Rating and Improvement System (ARIS) Block Grant. The CSPP QRIS Block Grant can provide training and technical assistance (T & TA) support to help programs improve their quality and tier rating. The CSPP QRIS Block Grant is supported annually in state education funds for the support of local early learning for success in school and life. Funding: General

10. 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.

SCHOOL/ DEPARTMENT	**DATE OF SERVICE**	**CONSULTANT NAME** **660 Sinclair Drive, San Jose**	**COST**	**PURPOSE**
M.O.T. Eric Wasinger	09/08/2025- 06/30/2026	Belfor Property Restoration	$2,663.50	Belfor Property Restoration performed materials testing for asbestos and lead located at 660 Sinclair Drive, San Jose. Funding: General
M.O.T. Eric Wasinger	09/08/2025- 10/31/2025	Bosco Construction Services	$17,378.00	Bosco installed fencing to secure the fire-damaged building located at 660 Sinclair Drive, San Jose. Funding: General
M.O.T.	09/04/2025-	City of San Jose Fire	$367.20	City of San Jose Fire

Eric Wasinger	12/31/2025	Department		Department provided fire safety general inspection at Alum Rock Union School District 660 Sinclair Dr., San Jose. Funding: General
M.O.T. Eric Wasinger	09/08/2025-10/30/2025	Furman Construction Inspection	$12,025.00	The inspector of Record (IOR) oversaw and documented all demolition activities and ensured the work complied with structural engineer recommendations, and maintained records of site conditions and progress for the building located at 660 Sinclair Drive, San Jose. Funding: General

SCHOOL/ DEPARTMENT	**DATE OF SERVICE**	**CONSULTANT NAME**	**COST**	**PURPOSE**
Ryan STEAM Academy Clarissa Johnston-Abril	01/07/2026-06/30/2026	Social and Environmental Entrepreneurs	$800.00	The Julia Robinson Mathematics Festival (JRMF), a project of Social and Environmental Entrepreneurs, will host a math festival for Ryan STEAM Academy on January 7, 2026 from 5-7pm. JRMF will provide all of the math activity supplies, lead a one hour volunteer training before the event, and set up and clean up for the event. Funding: Restricted
San Antonio/L.U.C.H.A Iris Charest	01/16/2026-06/30/2026	Soul Shoppe Programs	$6,000.00	Soul Shoppe Programs will provide LUCHA and San Antonio with a Peacemaker Trainer Certification program that equips students with restorative practices to resolve peer conflicts, express feelings and needs, and model compassion and empathy through three on-campus training sessions. Funding: Restricted
Academic Services Dr. Tara Bickford-Williams	12/19/2025-06/30/2026	Literacy Resources LLC. DBA: Heggerty	$22,000.00	Heggerty Literacy Resources, LLC, will provide professional development to TK-2nd grade teachers at Ryan and Hubbard Elementary. This scope of work includes on-site lesson observations and modeling sessions to help teachers effectively implement the Heggerty curriculum and adapt

				instruction to meet diverse student needs. Funding: Restricted
Academic Services Dr. Tara Bickford-Williams	12/19/2025-06/30/2026	Resource Area For Teaching (RAFT)	No Cost	RAFT will provide grant-funded support for Alum Rock's STEAM learning initiatives during the 2025-2026 school year, which includes up to 10 Maker Mobile visits to school sites and support for up to two district community events at a total cost of $0 to the District. Funding: Restricted
Academic Services Dr. Tara Bickford-Williams	01/05/2026-06/30/2026	V-Tach Medical Services	Master $80 per hour/$120 per hour after	V-Tach Medical Services will supply on-field emergency medical services during ARUSD sport tournaments. Funding: General
M.O.T Eric Wasinger	09/08/2025-06/30/2026	Belfor Property Restoration	$36,625.00	Belfor Property Restoration provides services to remove and replace rotten floors and two walls that had been rotten for over five years due to a leaking hot water heater in the Boys and Girls Bathroom adjacent to the Track and Field at Sheppard Middle School. They will replace the water heater and replace all walls and floors and floors to new condition. Funding: Restricted
M.O.T Eric Wasinger	12/19/2025-06/30/2026	C.B.Tint, Inc.	$7,789.53	C.B. Tint will install window tinted at Ocala DCP Building and at Alum Rock Union School District, Building 1000. Funding: Restricted
Social Emotional Learning Kristin Burt	12/19/2025-06/30/2027	The Town Project	$16,400.00	The Town Project will provide professional development, restorative justice training, coaching, and related consulting services to support the District's ongoing effort to cultivate inclusive, trauma-informed, and restorative school communities. Funding: Restricted
Student Support Services Dr. Kiela Jimenez	04/06/2026-06/30/2026	Children's Musical Theater San Jose (CMT)	$10,000.00	CMT will provide services to 40 ARUSD students from TK-5th grade, during the Spring Break Intersession. Students

				will engage in a 5-day camp offering classes in Voice, Acting, Dance, Stage crafts, and specialty classes taught by professional CMT artists and instructors. Funding: Restricted
Student Support Services Dr. Kiela Jimenez	12/19/2025-06/30/2026	The City Peace Project	$45,000.00	The City Peace Project will provide structured, supervised programming during the hour before school begins at Ocala, Sheppard and Renaissance at Mathson. Funding: Restricted

11. Current Enrollment

13. COMMENTS / COMMUNICATION

1. Teamsters.
2. California School Employee's Association (CSEA).
3. Alum Rock Educator's Association (AREA).
4. Alum Rock Administrator's Association (ARAA).
5. Interim Superintendent.
6. Board of Trustees.

14. FUTURE BOARD AGENDA REQUESTS

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

15. ADJOURNMENT

1. President adjourns the meeting

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: December 10, 2025

Subject: **Public Hearing SitelogiQ.**

Support Information: **Per Government Code Section 4217.10-4217.18, regarding Proceeding with the Design and Construction of District-Wide Energy Conservation Measures.**

Fiscal Impact: **Yes**

Budgeted: **Yes**

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the public hearing.

Recommend Approval

Submitted by: Eric Wasinger Title: Senior Executive of Bonds & MOT

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

Approval

5.1

Agenda Placement

Sandra Garcia, Interim 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

PUBLIC HEARING ANNOUNCEMENT

Issued on December 4, 2025

The District will hold a Public Hearing, per the Government Code Section 4217.10-4217.18, regarding proceeding with the Design And construction of District-Wide Energy Conservation Measures.

Public Hearing will be held on
December 18, 2025
5:30pm
Alum Rock Union School District
Boardroom

Sandra Garcia, Interim Superintendent

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

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

AVISO DE AUDIENCIA PÚBLICA

Emitido el 4 de diciembre de 2025

El distrito escolar llevará a cabo una audiencia pública, de acuerdo a la Sección 4217.10-4217.18 del Código de Gobierno, sobre la cuestión de proceder con las medidas para el diseño y construcción de obras de ahorro energético en todo el distrito escolar

La audiencia pública se llevará a cabo el
18 de diciembre de 2025
5:30 p.m.
Distrito Escolar Elemental de Alum Rock
Sala de Sesiones de la Mesa Directiva

Sandra Garcia, Interim Superintendent

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

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THÔNG BÁO PHIÊN ĐIỀU TRẦN CÔNG KHAI

Ban hành ngày 4 tháng 12 năm 2025

Học khu sẽ tổ chức một phiên điều trần công khai, theo Điều 4217.10-4217.18 của Bộ luật Chính phủ, liên quan đến việc tiến hành thiết kế và xây dựng các biện pháp tiết kiệm năng lượng trên toàn học khu.

Phiên điều trần công khai sẽ được tổ chức vào
Ngày 18 tháng 12 năm 2025
5:30 chiều
Học khu Alum Rock Union School District
Phòng họp Hội đồng quản trị

Sandra Garcia, Interim Superintendent

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

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: December 12, 2025

Subject: **Approve Proposed Board Meeting Calendar for 2026. The Board will discuss and determine the proposed schedule for the Regular Board Meetings for the calendar year from January through December 2026. Proposed dates include: January 29, 2026; February 12, 2026 &February 26, 2026; March 12, 2026 & March 26, 2026; April 16, 2026; May 14, 2026 & May 28, 2026; June 11, 2026 & June 25, 2026; July 16, 2026; August 13, 2026 & August 27, 2026; September 10, 2026 & September 24, 2026; October 8, 2026 & October 22, 2026; November 12, 2026 and December 3, 2026 & December 17, 2026.**

Recommendation: The Staff recommends that the Board approve the proposed Board Meeting Calendar 2026.

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

6.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PROPOSED BOARD MEETING CALENDAR FOR 2026

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

MONTH	DATE	DAY OF WEEK
2025-26 School Year **January**	**29**	**4th Thursday**
February	**12** **26**	**2nd Thursday** **4th Thursday**
March	**12** **26**	**2nd Thursday** **4th Thursday**
April	**16**	**3rdThursday**
May	**14** **28**	**2nd Thursday** **4th Thursday**
June **June**	**11** **25**	**2nd Thursday** **4th Thursday**
2026-27 School Year **July**	**16**	**3rd Thursday**
August	**13** **27**	**2nd Thursday** **4th Thursday**
September	**10** **24**	**2nd Thursday** **4th Thursday**
October	**8** **22**	**2nd Thursday** **4th Thursday**
November	**12**	**2nd Thursday**

2026

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

December	**3** **17**	**1st Thursday** **3rd Thursday**

Proposed Board Meeting Calendar- Subject to change at the December 18, 2025 Organizational Board Meeting.

6.2

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: December 9, 2025

Subject: **Approval of Resolution # 31-25/26 Proclaiming January 2026 School Board Recognition Month.**

Recommendation: The Staff recommends that the Board approve Resolution #31-25/26 Proclaiming January 2026 School Board Recognition Month.

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

Recommend Approval

6.2

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution Of The Board Of Trustees Of The
Alum Rock Union Elementary School District
PROCLAIMING JANUARY 2026 SCHOOL BOARD RECOGNITION MONTH

RESOLUTION 31-25/26

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED, that Alum Rock Union Elementary School District does hereby declare its appreciation to the members of the School Board and proclaims the month of January 2026 as School Board Recognition Month. We urge community members to join Alum Rock Union Elementary School District in recognizing the dedication and hard work of local school board members and, with them, to create an education system that meets the needs of our children.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District, Santa Clara County, State of California, on December 18, 2025, by the following vote:

Ayes: ____ Noes:_____ Abstain: _____Absent:_____

_____ Date: December 18, 2025

Clerk of the Governing Board

6.3

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: December 9, 2025

Subject: **Information/Discussion/Action: Board-Created Committees. Creation/discussion of, and/or appointment to, Board-Created committees, as per Board Bylaw 9130.**

Information/Discussion/Action

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

Information/Discussion/Action

6.3
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

6.4

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: December 10, 2025

Subject: **Approval to Appoint the Board Representative for the County Committee Election for 2026. The California Education Code requires that the Governing Board of each school district, at its annual initial meeting, select one of its members to vote in the election for members of the County Committee on School District Organization.**

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the appointment of the Board Representative for the County Committee Election for 2026.

Approval

Submitted by: Teresa DeCelles Title: Assistant Superintendent Of Business

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

Approval

6.4
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Santa Clara County Office of Education
Dr. David M. Toston, Sr.
County Superintendent of Schools

December 3, 2025

TO: District Superintendents
School District Board Presidents

FROM: Jessica Simpson, Designee to the County Committee on School District Organization

SUBJECT: NAMING THE BOARD REPRESENTATIVE FOR THE COUNTY COMMITTEE – **2026 ELECTION**

Enclosed is a copy of the certificate for this year's naming of the County Committee Board Representative. The purpose of the certificate is to name a board member to complete the County Committee Election ballot that will be sent to each district in late December 2025 or early January 2026. The board member indicated on this form will vote in the **2026** County Committee election. **Completion and return of this form is a requirement per Education Code 35023**.

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

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

Please return certificates by December 22, 2025.

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

County Board of Education: Maimona Afzal Berta, Victoria Chon, Raeena Lari, Jorge Pacheco Jr, Don Rocha, Jessica Speiser, Tara Sreekrishnan

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

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

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

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

Name of School District _____

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

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

Signature of the Secretary or Clerk of the District _____

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

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

6.5

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 12, 2025

Subject: **Fischer School Site Upgrades Update.**

Support Information: The administration will provide a written memo detailing all progress made to date, along with any potential or current delays. The update should include a clear explanation of the causes of any Delays or potential delays, along with an anticipated timeline that outlines the time necessary to address them.

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

6.5
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

6.6

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: December 10, 2025

Subject: **Approve the Creation of a Board Auditor Position.**

Support Information: Option A: A staff position hired directly by ARUSD, with the auditor reporting solely and directly to the Board; and

Option B: A model similar to that used by the County of Santa Clara, in which an external audit firm is retained to conduct audits on behalf of the Board regularly, with the firm reporting directly to the Board.

Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

Approval

6.6
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

6.7

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: December 9, 2025

Subject: **Approval of Exhibit 9240-E(1): Board Meeting-Second Reading.**

Recommendation: The Staff recommends that the Board approve the Approval of Exhibit 9240-E(1)- Second Reading.

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

Recommend Approval

6.7
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Exhibit 9240-E(1): Board Training **Status:**

Potential Original Adopted Date: 12/18/2025

ALUM ROCK UNION SCHOOL DISTRICT

Conference/Workshop Disclosure Form for FPPC Form 700 Filers
(Pre- and Post-Conference Reporting)

Purpose

This form is required for all FPPC Form 700 filers who attend any conference, workshop, or event funded in whole or in part by the Alum Rock Union School District (ARUSD). It ensures transparency, ethical compliance, and public disclosure consistent with California's Political Reform Act.

Completed forms (both pre- and post-event) will be posted on the ARUSD Board of Trustees webpage for public review.

SECTION A — PRE-CONFERENCE / WORKSHOP DISCLOSURE

To be completed and approved prior to attendance and payment authorization.

Field	Information Required
Name of Filer:	
Position/Title:	
School/Department:	
Event Title:	
Sponsoring Organization:	
Event Location (City/State):	
Event Dates:	
Dates Requested for District Authorization/Funding:	
Estimated Total Cost (Registration, Travel, Lodging, Meals, etc.):	
Funding Source:	☐ District Funds ☐ Grant ☐ Other (specify): _____
Event Description and Purpose:	
Benefit to the District:	*Describe how attendance will improve district operations, student outcomes, governance, or professional practice.*
Attachment Required:	Attach the official agenda or program from the sponsoring organization showing event dates and content.

Field	Information Required
Supervisor/Department Approval:	Name/Signature/Date
Superintendent or Designee Approval:	Name/Signature/Date

SECTION B — POST-CONFERENCE / WORKSHOP DISCLOSURE

To be completed and submitted within 10 business days after the event.

Field	Information Required
Name of Event Attended:	
Actual Dates of Attendance:	
Did the event proceed as described in the pre-approval form?	☐ Yes ☐ No (Explain):
Summary of Key Learnings or Outcomes:	*Describe what you learned and how it will benefit ARUSD students, staff, or governance.*

1. Contacts and Communications

Question	Response
Did you have any communications with individuals or organizations seeking business, contracts, or other financial relationships with ARUSD?	☐ Yes ☐ No
If yes, list the names, titles, organizations, and briefly describe the nature of the communication:	Name: Organization: Nature of Conversation:

2. Receptions, Meals, or Hosted Events

Question	Response
Did you attend any receptions, dinners, or hospitality events during the conference?	☐ Yes ☐ No
If yes, identify who paid for or hosted the event (organization, sponsor, etc.):	

3. Alcohol Consumption Disclosure

Question	Response
Did you consume alcohol at any time during the conference, workshop, or related events?	☐ Yes ☐ No
If yes, please indicate whether the alcohol was paid for with public funds or personal funds:	☐ Public Funds ☐ Personal Funds
Provide details (date, event name, sponsor, and circumstances):	

4. Gifts, Honoraria, or Other Benefits

Question	Response
Did you receive any gifts, honoraria, travel upgrades, or materials from vendors, sponsors, or other parties during the event?	☐ Yes ☐ No
If yes, provide details (source, estimated value, and purpose):	

5. Conflict of Interest Acknowledgment

I confirm that I do not have any financial, personal, or professional interest in any entity, vendor, or organization sponsoring, presenting, or exhibiting at the event that could create a real or perceived conflict of interest with my role as a public official representing ARUSD.

Signature of Filer: Date:

6. Certification and Public Disclosure

I certify under penalty of perjury that the information provided is true and complete to the best of my knowledge. I understand that this form will be publicly posted on the Alum Rock Union School District website as part of the District's commitment to transparency and ethical governance.

I also acknowledge that disclosures on this form do not replace FPPC Form 700 reporting requirements, and I remain responsible for compliance with all FPPC gift, travel, and honoraria reporting limits under the Political Reform Act.

Signature of Filer: Date: _____

Supervisor/Department Head Review: Date: _____

Superintendent or Designee Acknowledgment: Date: _____

6.8

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 11, 2025

Subject: **Retain Services of VER Consultants.**

Support Information: **VER Consultants will support staff in the Fischer Middle School Site Upgrade Project. They will provide regular and direct reports to the Board of Trustees.**

Information/Discussion/Action

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

6.8
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

6.9

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 12, 2025

Subject: **Approve Memorandum of Understanding with the Mexican Consulate.**

Support Information: Ventanillas de Orientación Educativa" (Educational Orientation Windows) is a program by the Mexican Consulate to provide information about education programs and opportunities in the United States and Mexico. This item would allow the Administration to explore and engage in discussions with the Consulate regarding the District's participation in the program.

Recommend Action: It is the recommendation of the Interim Superintendent that the Board Of Trustees approve the memorandum of understanding with the Mexican Consulate.

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

6.9
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

6.10

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 12, 2025

Subject: **Approve Consideration of Resolution Prohibiting Political Contributions by Contracted Firms.**

Support Information: The Board is asked to consider a resolution prohibiting any contracted firm and any of its principals, subsidiaries, subcontractors, or associated entities from making political contributions related to ARUSD.

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

6.10
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION SCHOOL DISTRICT

RESOLUTION NO. 33-25/26

RESOLUTION ADOPTING A POLICY PROHIBITING POLITICAL CONTRIBUTIONS BY CONTRACTED FIRMS

Adopted: December 18, 2025

WHEREAS, the Alum Rock Union School District ("ARUSD" or "District") is committed to upholding the highest standards of transparency, fairness, and public trust in all aspects of its operations, including the procurement and administration of contracts for district services, facilities, and programs; and

WHEREAS, the District has a compelling interest in ensuring that taxpayer dollars are used solely for their intended public purpose and are not—directly or indirectly—used as a vehicle for political influence, favoritism, or advancement; and

WHEREAS, political contributions made by firms seeking or holding District contracts, or by their subsidiaries, principals, subcontractors, or controlled entities, may create real or perceived conflicts of interest that undermine confidence in the integrity of District decision-making; and

WHEREAS, the appearance of impropriety is particularly concerning in connection with large-scale or long-term projects, where public funds and public trust must be safeguarded with particular care; and

WHEREAS, similar prohibitions appear in the Levine Act (Government Code section 84308), which restricts certain political contributions between parties seeking contracts, licenses, or permits and local agency officials involved in making those decisions, reflecting well-established state policy to prevent undue influence in governmental contracting; and

WHEREAS, the Board of Trustees seeks to adopt clear standards that eliminate the risk that public funds associated with District contracts could be used, intentionally or unintentionally, to influence ARUSD Board elections or related political activities; and

WHEREAS, the Board finds that prohibiting political contributions by firms contracting with ARUSD—and defining appropriate certification, disclosure, and enforcement mechanisms—will strengthen public trust and uphold the District's commitment to ethical stewardship of public resources;

NOW, THEREFORE, BE IT RESOLVED That the Board of Trustees of the Alum Rock Union School District hereby adopts the following Prohibition on Political Contributions by Contracted Firms, to be incorporated into all District contracts issued on or after the date of this Resolution:

Contractor Political Contribution Prohibition

1. **Pre-Award Certification**
   The Contractor (and any officer, director, principal, owner, subsidiary, affiliate, subcontractor, or other entity under its control) hereby certifies that it has made no political contribution or pledge of contribution—whether monetary or in-kind—to any current or prospective candidate for the ARUSD School Board, any ARUSD political committee, or any committee controlled by such candidate or officeholder during the 18 month period immediately preceding the contract award, nor during any negotiations for this Contract.

2. **Prohibition During and After the Contract Term**
   During the term of this Contract, and for a period of 18 months following its expiration or termination, the Contractor (and any officer, director, principal, owner, subsidiary, affiliate, subcontractor, or controlled entity) shall not directly or indirectly make any contribution or pledge of contribution to:

   - any candidate for the ARUSD School Board;
   - any current ARUSD School Board Member running for any local, state, or federal office;
   - any ARUSD-related political campaign; or
   - any political action committee or independent-expenditure committee whose expenditures support or oppose ARUSD Board Members or candidates for the ARUSD School Board or any other office held or sought by an ARUSD Board Member.

   For purposes of this Section, "contribution" includes direct monetary contributions; in-kind contributions; and contributions made to or through independent-expenditure committees (IEs), political action committees (PACs), or similar entities.

3. **Certification and Disclosure Requirements**
   As a condition of contract award, the Contractor shall submit a written certification under penalty of perjury affirming compliance with this provision.

   A copy of this Resolution shall be provided to the Contractor and to any officer, director, principal, owner, subsidiary, affiliate, subcontractor, or other entity under its control. Each such party shall sign an acknowledgment confirming receipt of the Resolution. The District shall retain proof of all signed acknowledgments in its official contract files.

   The Contractor shall also disclose any political contributions made during the contract term (or restricted post-contract period), including the identity of the recipient, the amount, the date, and whether the contribution was direct or associated with independent expenditures.

4. **Material Breach and Remedies**
   Any violation of this provision shall constitute a material breach of the Contract and may result in remedies including, but not limited to:

   - termination of the Contract;
   - forfeiture or repayment of District funds;
   - ineligibility for future District contracts; and
   - any additional remedies available under law or District policy.

BE IT FURTHER RESOLVED that the Superintendent, or designee, is directed to incorporate this language into all applicable District contracts and procurement documents; to develop administrative procedures to ensure compliance; and to provide guidance to District staff, consultants, and prospective contractors regarding these requirements.

BE IT FINALLY RESOLVED that this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union School District on this 18th day of December, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Date: December 18, 2025

_____
Clerk of the Governing Board

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

MEMORANDUM

To: Board of Trustees, Alum Rock Union Elementary School District
From: Andres Quintero, Board Vice President
Date: December 11, 2025
Subject: Consideration of Resolution Prohibiting Political Contributions by Contracted Firms

Purpose and Recommendation

The Board is asked to **consider a resolution** prohibiting any contracted firm—and any of its principals, subsidiaries, subcontractors, or associated entities—from making political contributions related to ARUSD. This action is proposed in the interest of safeguarding public trust and ensuring that ARUSD taxpayer dollars are used solely for their intended public purpose.

Rationale and Context

The intent of this provision is to ensure that public funds associated with the development and operation of a project cannot become, in any form, a vehicle for political influence or advancement. Safeguarding against even the appearance of impropriety is crucial in maintaining community confidence, particularly given the project's size and long-term impact.

This action would reflect the District's commitment to transparency, fairness, and ethical stewardship of taxpayer resources and would be consistent with language in the Levine Act, which prohibits certain local officials and parties seeking contracts from making or receiving contributions over a threshold to avoid conflicts of interest.

Proposed Scope

The prohibition on political contributions should apply to:

- **Direct contributions** to any ARUSD-related political campaigns or the campaigns of ARUSD School Board Members running for any office.
- **Contributions to Independent Expenditures (IEs)** or other committees that support, oppose, or are otherwise connected—directly or indirectly—to current ARUSD Board Members or to any candidate for the ARUSD School Board.

ATTACHMENT A: Sample Contract Language

Below is sample language for a **Contractor Political Contribution Prohibition** to be included in contracts for district facilities projects:

1. Certification of Past Compliance:

The Contractor (and any officer, director, principal, owner, subsidiary, affiliate, subcontractor, or other entity under its control) certifies that it has made no political contribution or pledge of contribution—whether monetary or in-kind—to any current or prospective candidate for the ARUSD School Board, any ARUSD political committee, or any committee controlled by such candidate or officeholder, during the [12 / 24]-month period immediately preceding the contract award, nor during any negotiations for this contract.

2. Restriction During and Post-Contract Term:

During the term of this Contract, and for a period of [e.g., 18 months] following its expiration or termination, the Contractor (and any of its principals, affiliates, subsidiaries, or controlled entities) shall not directly or indirectly make any contribution or pledge to any candidate for the ARUSD School Board, to any ARUSD-related political campaign, or to any political action committee or independent-expenditure committee whose expenditures support or oppose ARUSD Board Members or Candidates.

3. Disclosure and Enforcement:

- As a condition of contract award, the Contractor shall submit a written certification under penalty of perjury that it is in compliance with this provision.
- The Contractor shall also disclose any contributions or expenditures during the contract term (or restricted post-contract period), including the identity of the payee, amount, date, and whether the contribution is direct or for independent expenditures.
- Any violation of this provision shall constitute a material breach of the Contract, subject to remedies including contract termination, forfeiture of payments, and ineligibility for future contracts with ARUSD.

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: November 20, 2025

Subject: **English Language Learners Reclassification Criteria**

Support Information: English Language Learners are reclassified fluent English Proficient based on a set of State and District criteria. This is an overview of the criteria for the 2025-2026 school year.

Fiscal Impact: No

Budgeted: No Cost

Budget Source: Not Applicable

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve **English Learners Reclassification Criteria**, as presented.

Approved by: Dr. Tara Bickford-Williams Title: Director Academic Services

To the Board of Trustees:

Recommend Approval

7.1
Agenda Placement

Meeting: December 18, 2025
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Reclassification Form
School Year 2025-2026

Directions: Please complete this form and send a copy to the Academic Services Department.

A. STUDENT INFORMATION

Name (Last, First):	Student ID:	Birth Date:	Grade:
School:	Primary Language:	Current Program Placement: ☐ SEI (Structured English Immersion) ☐ DLI (Dual-Language Immersion)	

B. RECLASSIFICATION CRITERIA

Area	Data Gathered	Reclassification Criteria						
Criterion 1: English Language Proficiency	English Language Proficiency Assessments of California (ELPAC)	Overall Level 4						
	Alternate ELPAC	Overall Level 3						
Criterion 2: Teacher Evaluation	Teacher's Recommendation	After having reviewed the data and received an appropriate explanation of the reclassification criteria and process, the teacher may agree or disagree to have the student reclassified.						
Criterion 3: Parent Consultation	Description and results of consultation with parent	After having reviewed the data and received an appropriate explanation of the reclassification criteria and process, the teacher may agree or disagree to have the child reclassified.						
Criterion 4: Demonstration of "Basic Skills" (one criteria met of the following options)	Smarter Balanced Assessment Consortium (SBAC) for ELA or Math **Grades 3-8**	**Grade Level**	**ELA Scale Score or Higher**	**Math Scale Score or Higher**				
		3	2400	2400				
		4	2445	2445				
		5	2472	2495				
		6	2494	2510				
		7	2516	2520				
		8	2527	2540				
	California Alternate Assessment (CAA) for ELA or Math **Grades 3-8**	**Level 2 or Level 3**						
	Lexile or Benchmark Level Screener	**Grade Level**	**With an IEP**	**With No IEP**	**Grade Level**	**Beginning of Year**	**Mid Year**	**End of the Year**
		3	345 Lexile or above	355 Lexile or above	K	NA	Level C	Level D
		4	445 Lexile and above	570 Lexile or above	1	Level D	Level G	Level I
		5	545 Lexile or above	750 Lexile or above	2	Level J	Level K	Level M
		6	645 Lexile or above	800 Lexile or above	3	Level N	Level O	Level P
		7	745 Lexile or above	850 Lexile or above	4	Level Q	Level Q	Level R
		8	845 Lexile or above	950 Lexile or above	5	Level S	Level T	Level U
*** IEP Team**	Individualized Education Program (IEP) Team Agreed Upon Assessment - **Students with IEPs**	Assessment data from a reliable and valid measure to compare basic skills of ELs with disabilities to native English speakers with similar disability						

A. RECOMMENDATION FOR RECLASSIFICATION ☐ Yes ☐ No

Comments: _____

Signatures: _____ _____ _____ _____

Principal **Date** **Teacher** **Date**

_____ _____

Parent(s)/Guardian(s) **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: November 18, 2025

Subject: **Community Schools Update**

Support Information: This presentation provides an update on Alum Rock's Community Schools implementation, highlighting the district's timeline and key progress indicators for advancing positive school culture, family engagement, and integrated student supports.

Fiscal Impact: No

Budgeted: Not Applicable

Budget Source: Not Applicable

Recommended Action: Information/Presentation

Submitted by: Kristin Burt KB Title: Director, Social Emotional Learning

To the Board of Trustees:

Recommend Approval

7.2
Agenda Placement

Meeting: December 18, 2025
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock
Community Schools Updates

December 2025

ARUSD's Three Priority Areas for CCSPP

1

Positive School Culture and Climate, in which students families, staff, partners, and community members feel safe and welcome on campus; families and staff are knowledgeable of the impact of trauma and methods and approaches to respond to trauma; and students experience a range of activities that relate to their culture and identity.

2

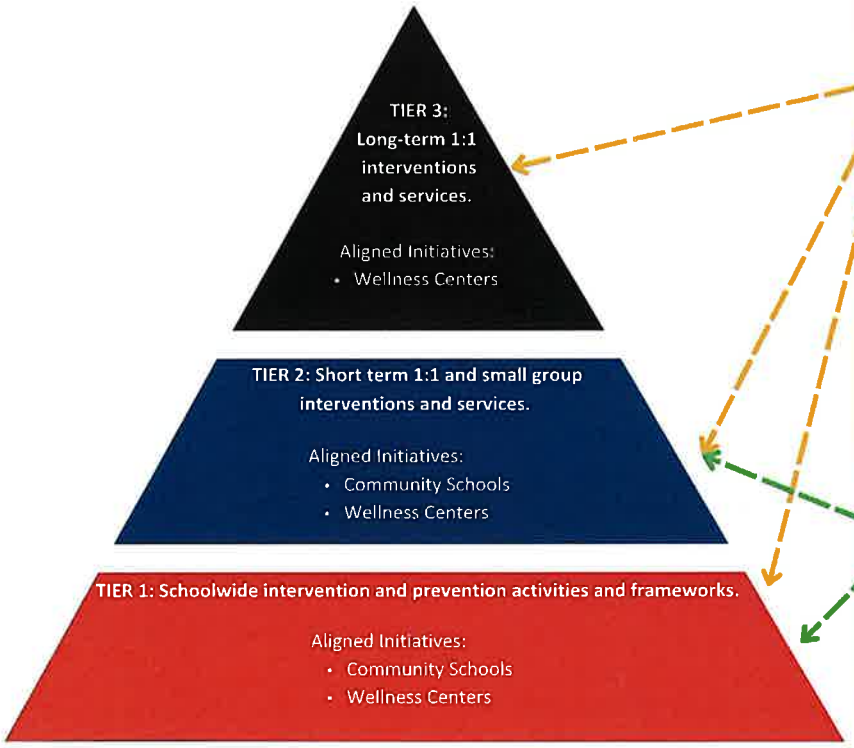
Meaningful Family Engagement, giving families access to meaningful engagement opportunities at the school site, including opportunities to further their own education and skills, deepen their involvement in their student's education and success, and build community through school-based activities.

3

Improved Integration of Services, such that teachers, school staff, families, and community partners work together to support each student to be challenged academically, healthy, engaged in learning and community, physically and emotionally safe, and supported in all aspects of life.

Alum Rock Alignment: MTSS, Wellness Centers, and Community Schools

MTSS Tiers



Wellness Centers and MTSS

Context: Wellness Centers Grant (Valley Health Foundation) supported development of centers and/or services at 9 schools.

Wellness Centers will **support Tier 1, Tier 2, and Tier 3 MTSS Implementation** by expanding access to core behavioral health services across school sites across MTSS tiers.

Community Schools and MTSS

Context: Ten schools in ARUSD received Implementation Grants to support implementation of Community Schools.

At those 12 schools, **ARUSD's focus is on**:

- Improving school climate and culture
- Increase parent engagement through meaningful relationship building
- Improved integration of existing services to support student achievement and wellbeing and development of new partnerships to fill service gaps

This will **support Tier 1 and Tier 2 MTSS implementation** by improving systems coordination and integration of services at schools and supporting preventative activities (i.e. improving school climate, increasing parent / community / student engagement).

Community Schools Goals & Indicators

Priority	Goals	Aligned Indicators
Positive School Culture and Climate	• **Improve student sense of belonging and safety** • **Decrease in suspension rates** • **Decrease in chronic absenteeism**	• **Students Sense of Belonging** (2025 Spring Panorama) • **Students Sense of Safety** (2025 Spring Panorama) • **Suspension Rates** (2023-2024 Suspended Per Day) • **Chronic Absenteeism** (2023-2024 Chronic Absenteeism)
Meaningful Family Engagement	• **Increase parent attendance in current school activities** • **Improve families' sense of belonging and safety**	• **Event Sign-In Sheets and Parent Volunteer Hours Tracking** • **Families Sense of Belonging** (2025 Spring Panorama) • **Families Sense of Safety** (2025 Spring Panorama)
Improved Integration of Services	• **Decrease in suspension rates** • **Decrease in chronic absenteeism** • **Provide positive experience with wellness visit*** • **Increase in feeling academic support on campus*** *Added to support alignment with the Districtwide Strategic Plan	• **Suspensions Rates** (2023-2024 Suspended Per Day) • **Chronic Absenteeism** (2023-2024 Chronic Absenteeism) • **Positive Experience With Wellness Visits** (Spring 2025 Check In/Check Out) • **Students Feel Academically Supported** (Spring 2025 Panorama)

Connection to Strategic Plan Vision 2030

SUBGOAL 2.4

Implement the community schools model

Recommended Actions

A. Each school establishes CARE (Coordinating Accessible Resources for Emotional Wellness) team to provide appropriately leveled services

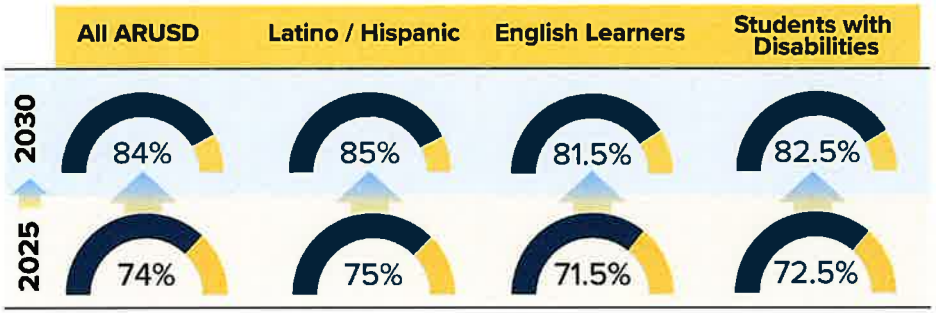
B. Advance the three priorities identified in the CCSPP Grant to provide student support services

Connection to Strategic Plan Vision 2030

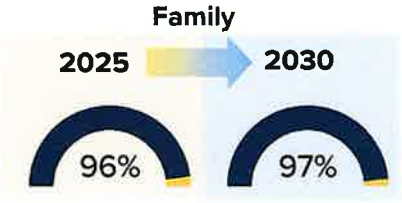
Panorama Survey
Feeling Safe on Campus

Goal 2

Data represents percent of population responding favorably to questions about how safe they feel on campus as measured by the Safety Indicator on the Spring 2025 Panorama Education Survey at ARUSD. Among questions asked are if one has experienced or observed bullying behavior and to the extent they feel safe on campus.



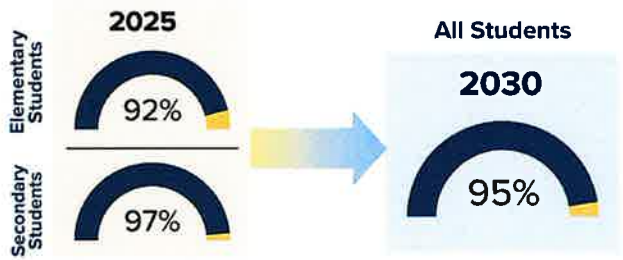




Wellness Visits

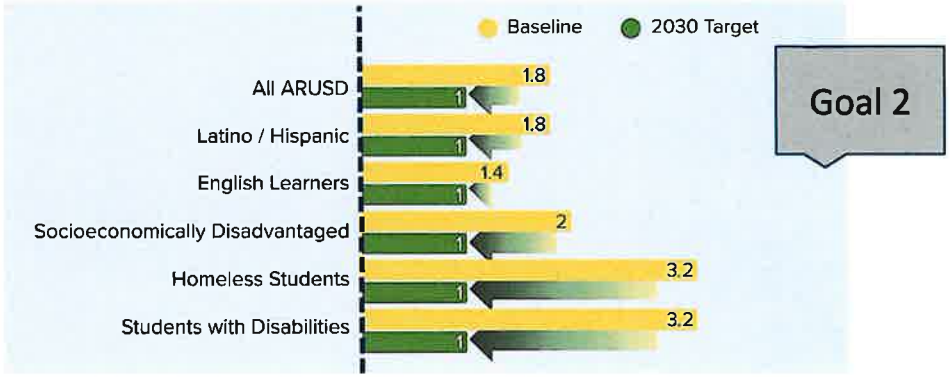
Goal 2

Data represents percent of population responding that their Wellness Center visit led to a positive experience. Baseline data from Spring 2025 Wellness Center Check-In and Check-Out.



Suspension Rate

Data represents percent of population suspended at least one day. Data from the 2023-2024 Suspension Rate as reported by the California School Accountability Dashboard.



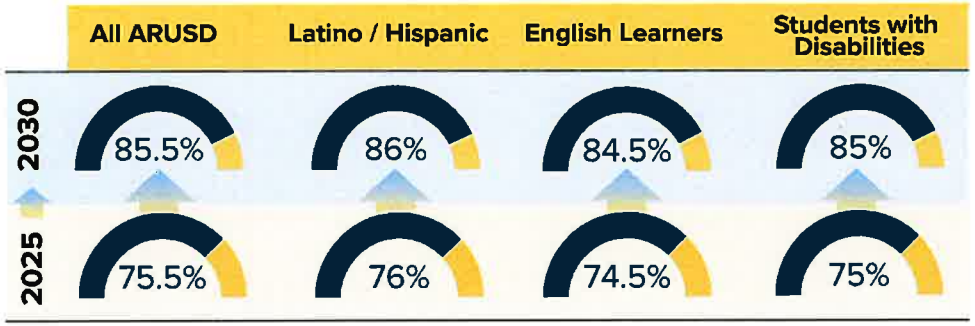
Goal 2

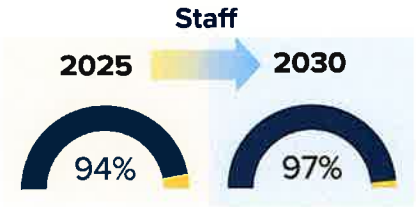
Connection to Strategic Plan Vision 2030

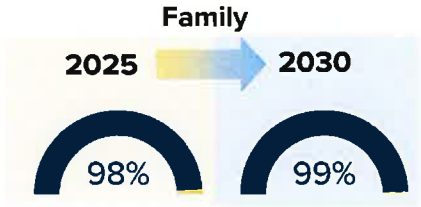
Goal 1

Panorama Survey
Feeling Academic Support on Campus

Data represents percent of population responding favorably to questions about how academically supported they feel on campus as measured by the Climate and Support for Academic Learning Indicator on the Spring 2025 Panorama Education Survey at ARUSD. Among the questions asked are to what extent do adults encourage students to work hard, whether adults help students with schoolwork, and whether the school has high expectations and promotes academic success.



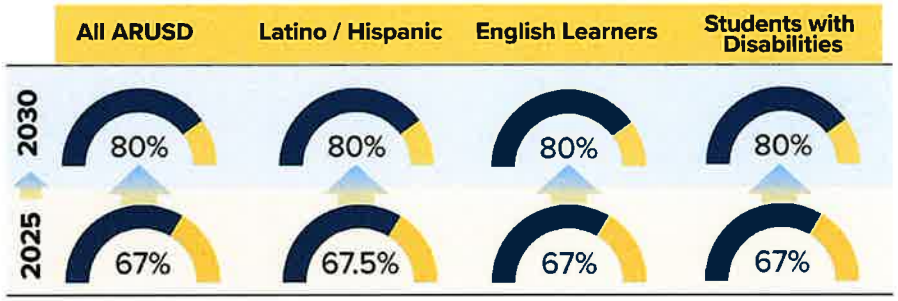




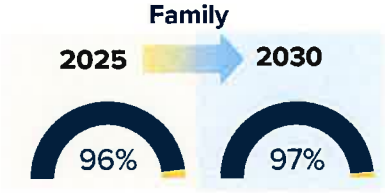
Goal 3

Panorama Survey
Sense of Belonging to School

Data represents percent of population responding favorably to questions about how much they feel like they belong at school as measured by the Sense of Belonging Indicator on the Spring 2025 Panorama Education Survey at ARUSD. Among questions asked are if one feels close people to school, if one is happy at school, if the school environment is supportive, and if staff treat people fairly at school.







ARUSD Community Schools Sites 25-26

ARUSD was awarded $18,540,000* through the CCSPP Implementation Grants:

Funded in Cohort 2 (through SCCOE):

- Aptitud

Funded through Cohort 3:

- Lyndale Elementary
- O.S. Hubbard Elementary
- Ocala Middle
- Renaissance at Mathson
- Thomas P. Ryan Elementary
- William Sheppard Middle / Ben Painter @ Sheppard**

Funded through Cohort 4:

- Adelante Dual Language Academy II
- Linda Vista
- Russo/McEntee Elementary
- San Antonio Elementary / LUCHA @ San Antonio**

Unfunded:

- Millard McCollam
- Adelante I

*Note: Total funding amount is subject to change with the school consolidation process. CDE and ARUSD will work together on this in the late Fall / early Spring.

** Note: Ben Painter and LUCHA are receiving separate funding amounts (tied to their CDS codes) even though their physical sites are now shared at Sheppard and San Antonio.

Current Community Schools Progress

Timeline	Accomplishment
Aug 2025	• ARUSD relaunched the Guiding Coalition (8/27) • SEL Department establishes regular check-in meetings with first cohort of Community School Site Specialists (CSSS) as a Professional Learning Community
Aug - Oct 2025	• Over 3,000 students, family members, staff and faculty, and community partners participate in the ARUSD Fall School Feedback Survey
Sep 2025	• ARUSD officially onboarded CSSS at all 12 community school sites* • ARUSD hosted a successful Community Schools Leadership Launch Event for all community school sites





Community Schools Implementation Timeline

Timeline	Accomplishment
Oct - Dec 2025	• Site MTSS teams engage in site level planning / action around community schools • District approves site-level discretionary budget requests
Jan 2026	• Guiding Coalition convenes (1/28)
Mar - Apr 2026	• Conduct site visits • Release Spring Community Schools Feedback survey • Guiding Coalition Convenes (4/22)
May - June 2025	• Complete the Annual Progress Report and Sustainability Plan • Sites attend an end-of year site team retreat • Attend STAC Conference

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: December 11, 2025

Subject: **Update on Super Copita.**

Support Information: **Staff will provide the Board with an update on Super Copita.**

Information Only

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

7.3
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

7.4

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: December 10, 2025

Subject: **Approve School Sponsored Field Trips**

Support Information: Per Board Policy 6153, field trips involving out-of-county or overnight travel require Board approval. The field trips listed fall under this policy. Administrative procedures will be followed for these trips.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: **Multiple Funds**

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the out of county and overnight school sponsored field trips.

Submitted by: Dr. Kiela Jimenez KJ Title: Director, Student Support Services

To the Board of Trustees:

Recommend Approval

7.4
Agenda Placement

Meeting: December 18, 2025
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District

Field Trip Information Sheet

Overnight Field Trips are in BOLD

Field Trips for Board Approval: December 18, 2025

School	Field Trip Event	City, and County	Date	Grade	# of classes	Estimated Cost	Budget (coding)	Purpose: (academic standard the trip supports)
Russo/McEntee	Natural Bridges Monarch Butterflies	Santa Cruz, CA Santa Cruz County	01/27/2026	3rd	2	$1397.80 Transportation	060-9010-0-5835-00-1110-1000-000000-320-2320	Students will explore the Natural Bridges monarch butterfly grove.
McCollam	Hiller Aviation Museum	San Carlos, CA San Mateo County	02/11/2026	3rd	3	$1356.40 Transportation	088-8210-0-5835-00-1110-4000-000000-040-0502 060-9010-0-5835-00-1110-1000-000000-040-2110	Students will understand the basic principles that enable airplanes to fly and comprehend the effects of balance and unbalanced forces on the motion of an object.
Painter	Monterey Bay Aquarium	Monterey, CA Monterey County	05/06/2026	1st/2nd	6	$3,914.40 Transportation	060-9010-0-5835-00-1110-1000-000000-160-2110	Conduct science notebook entries and observe subjects that we learned in class hands on.
Russo/McEntee	LEAF Farm	Fremont, CA Alameda County	02/04/2026	2nd	2	$546.88 Transportation $350.00 Admission	060-9010-0-5835-00-1110-1000-000000-320-2320 060-9010-0-5808-00-1110-1000-000000-320-2320	Students will learn about urban agricultural practices and the roles of pollinators on the farm.

Alum Rock Union Elementary School District

Field Trip Information Sheet

School	Field Trip Event	City, and County	Date	Grade	# of classes	Estimated Cost	Budget (coding)	Purpose: (academic standard the trip supports)
Russo/McEntee	LEAF Farm	Fremont, CA Alameda County	03/25/2026	K	1	$273.44 Transportation $200.00 Admission	060-9010-0-5835-00-1110-1000-000000-320-2320 060-9010-0-5808-00-1110-1000-000000-320-2320	Students will learn about urban agricultural practices and the roles of pollinators on the farm.

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

8.1

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: December 10, 2025

Subject: **First Interim Financial Report 2025-2026**

Type: Action

Support Information: The First Interim Report is one measure designed to help the County and ultimately the State to monitor each school district's fiscal health.

Certification System: Districts receive "Positive," "Qualified," or "Negative" certifications based on their projected reserve levels. In order to have a "positive" rating, at least 3% in unrestricted reserves are required for the current and following two years.

State Oversight (AB 1200): This law mandates financial responsibility and empowers County Offices of Education to intervene if districts face financial difficulties.

The Alum Rock Union Elementary School District is presenting a Positive Certification of its financial condition. This means that the District will be able to meet its financial obligations for the current fiscal year and two subsequent fiscal years.

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the First Interim Financial Report for 2025-2026.

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

To the Board of Trustees:

Recommend Approval

8.1
Agenda Placement

Meeting: December 18, 2025
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

Signed: _____ Date: _____
District Superintendent or Designee

Printed Name: Sandra Garcia Title: Interim Superintendent

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

To the County Superintendent of Schools:

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

Meeting Date: December 18, 2025 Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

X POSITIVE CERTIFICATION

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

_____ QUALIFIED CERTIFICATION

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

_____ NEGATIVE CERTIFICATION

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

Contact person for additional information on the interim report:

Name: Michael Fogel Telephone: 408-928-6847

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

Criteria and Standards Review Summary

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

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

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since budget adoption that may impact the budget?		X
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?		X
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since budget adoption by more than $20,000 and more than 5% for any of the current or two subsequent fiscal years?		X
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2024-25) annual payment?	X	
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?	X	
		• If yes, have there been changes since budget adoption in OPEB liabilities?	n/a	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since budget adoption in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of first interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)		X
		• Classified? (Section S8B, Line 1b)		X
		• Management/supervisor/confidential? (Section S8C, Line 1b)	n/a	
S8	Labor Agreement Budget Revisions	For negotiations settled since budget adoption, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

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

Alum Rock Union Elementary School District

2025-26
First Interim Budget

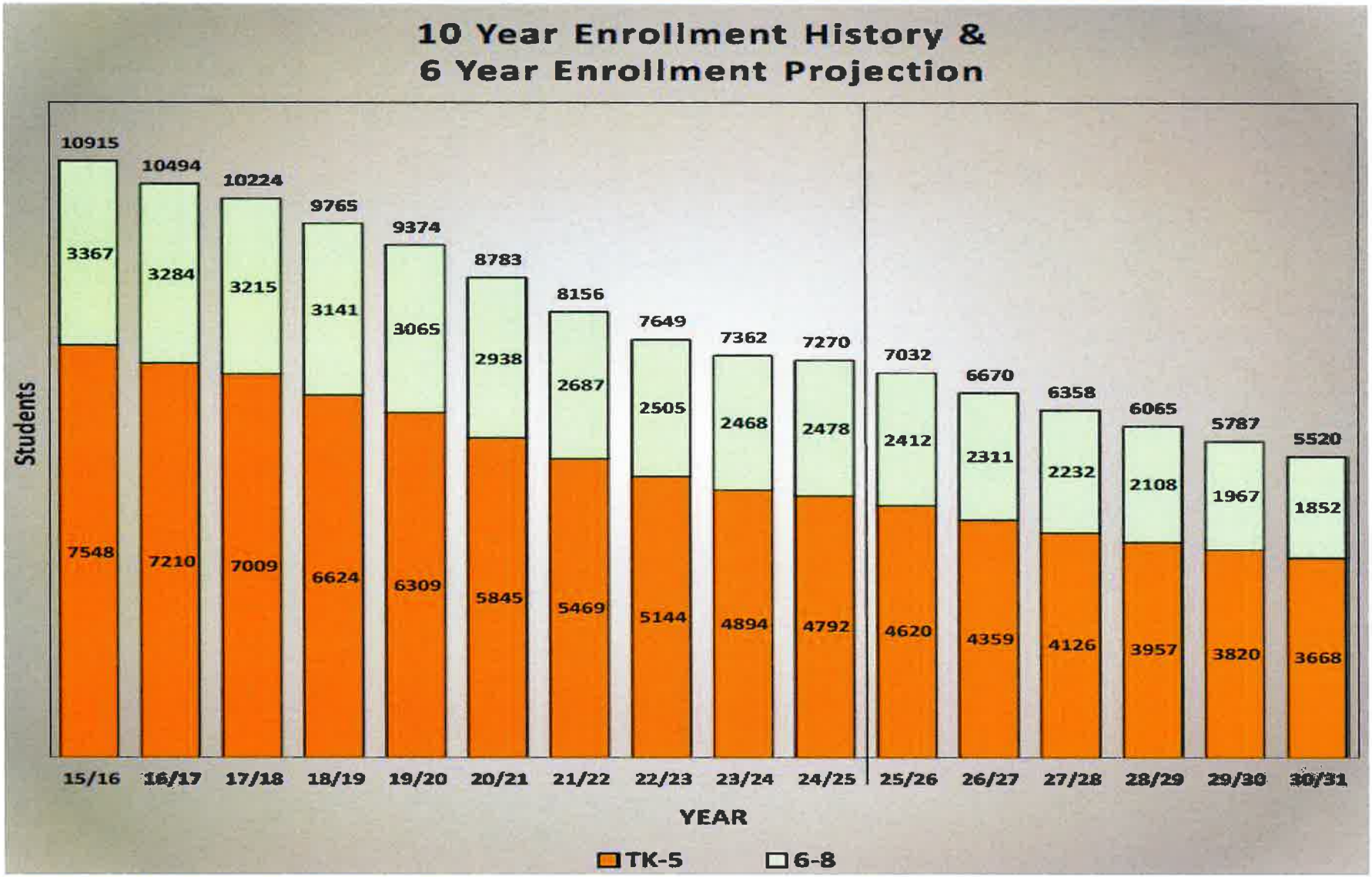
December 18, 2025

Presented by: Teresa DeCelles, Asst. Supt., Business Services

Overview

- Enrollment Projections
- Changes since Adopted Budget
- Key Assumptions
- First Interim Multi-Year Projections
- Considerations Not Included in the Multi-Year Projections
- Potential Risks and Uncertainties
- Next Steps and Future Considerations

Enrollment Projections per SchoolWorks



Enrollment Projections

- FY 2025-26: 6,763 + 54 COE = 6,817 (467 decrease from PY)
- FY 2026-27: 6,401 + 54 COE = 6,455 (362 decrease from PY)
- FY 2027-28: 6,089 + 54 COE = 6,143 (312 decrease from PY)
- FY 2028-29: 5,796 + 54 COE = 5,850 (293 decrease from PY)

- Based on SchoolWorks 2024/25 Demographics and Enrollment Projections (September 2024)
- Reflects an additional decrease of 269 students due to school closures and consolidations, compared to the previously budgeted decrease of 300 students — a net increase of 31 students from the original budget

What's Changed Since Adopted Budget

- Overall, for the three year projections, the ending fund balance has increased $4.4M since budget development.

- The beginning fund balance increased $2.3M to $38.4M from $36.1M due to savings from the 2024-25 school year.

What's Changed Since Adopted Budget

- For 2025-26, there is a $1.3M savings due to:
  - Revenue increase of $793K from the additional TK add on ($2,468 per TK) and additional interest revenue
  - Savings of $692K in Special Education costs due to reductions in staffing and contracts resulting from efficiencies of school closures
  - Savings of $1.165M of indirect costs out of the unrestricted general fund to the restricted general fund for carryover programs
  - Offset by a $500K transfer to Fund 14 Deferred Maintenance
  - Offset by $823K of unbudgeted expenditures arising from $239K of additional positions, $288K for the former Superintendent's payout, $110K in additional transition costs and $186K of additional utilities expense

What's Changed Since Adopted Budget

- For 2026-27, deficit spending of nearly $8M remained relatively the same from budget. The decreased savings from the Adelante merger of $1M to $500K plus the Deferred Maintenance transfer out of $250K was offset by savings in the Special Education contribution of $775K.
- For 2027-28, there is a savings of $731K mostly due to the savings in the Special Education contribution.

Key Assumptions

- The Multi-Year Projections include the board approved School Closure/Consolidation Plan and the Fiscal Stabilization Plan.
- For FY 2026-27, this includes the merger of Adelante I and II onto the Fischer school site for a savings of approximately $500K per year.
- The Multi-Year Projections include the following COLA projections (based on the School Services of CA Dartboard):
  - FY 2025-26 = 2.30%
  - FY 2026-27 = 3.02%
  - FY 2027-28 = 3.42%
- The Multi-Year Projections include step and column increases for certificated and classified staff.

Multi-Year Projection – Unrestricted General Fund

	UNRESTRICTED GENERAL FUND		
	2025-26 First Interim	2026-27 Projected	2027-28 Projected
BEGINNING BALANCE	**38,466,693**	**30,391,541**	**22,422,003**
Local Control Funding Formula (LCFF)	108,213,679	108,700,770	107,382,873
Lottery Revenues	1,367,543	1,275,221	1,216,453
Other State Revenues	905,690	916,693	927,446
Parcel Tax Revenue	4,770,930	4,875,831	4,983,022
Other Local Revenues	3,866,122	3,483,164	3,503,147
TOTAL REVENUES	**119,123,964**	**119,251,679**	**118,012,941**
Certificated Salaries	43,266,891	42,568,544	42,100,723
Classified Salaries	13,714,061	13,675,363	13,948,870
Employee Benefits	24,773,177	24,387,964	24,428,111
Books and Supplies	2,241,879	2,241,879	2,241,879
Services and Other Operating Expenditures	11,680,830	11,810,530	11,610,530
Capital Outlay	275,000	275,000	275,000
Other Outgo	48,000	48,000	48,000
Other Outgo - Indirect Costs	(3,013,835)	(2,205,389)	(2,163,821)
TOTAL EXPENDITURES	**92,986,003**	**92,801,891**	**92,489,292**
Interfund Transfer Out	(500,000)	(250,000)	(250,000)
Routine Repair & Maintenance Contribution	(4,722,633)	(4,619,372)	(4,619,372)
Special Ed Contribution	(28,990,480)	(29,549,954)	(30,110,648)
TOTAL CONTRIBUTIONS	**(34,213,113)**	**(34,419,326)**	**(34,980,020)**
Surplus/(Deficit)	**(8,075,152)**	**(7,969,538)**	**(9,456,371)**
ENDING FUND BALANCE	**30,391,541**	**22,422,003**	**12,965,632**

Multi-Year Projection – Restricted General Fund

	RESTRICTED GENERAL FUND		
	2025-26 First Interim	2026-27 Projected	2027-28 Projected
BEGINNING BALANCE	**33,947,321**	-	-
LCFF	-	-	-
Fed	7,122,747	6,972,544	6,826,716
State	32,776,488	23,049,941	22,588,183
Local	714,925	820,114	808,801
TOTAL REVENUES	**40,614,160**	**30,842,599**	**30,223,700**
Certificated Salaries	15,997,535	15,828,840	16,066,273
Classified Salaries	18,519,144	8,401,863	8,568,070
Employee Benefits	21,756,458	17,229,503	17,466,495
Books and Supplies	8,907,953	3,037,030	2,887,074
Services and Other Operating Expenditures	37,377,588	15,674,677	15,167,364
Capital Outlay	67,458	-	-
Other Outgo	3,058,982	3,058,982	3,058,982
Other Outgo - Indirect Costs			
Other Adjustments	2,589,476	1,781,030	1,739,462
TOTAL EXPENDITURES	**108,274,594**	**65,011,925**	**64,953,720**
Contribution	33,713,113	34,169,326	34,730,020
Surplus/(Deficit)	**(33,947,321)**	-	-
ENDING FUND BALANCE	-	-	-

Considerations – Not Included in First Interim MYP

- Future Revenue - Repurposing of excess facilities to generate leasing revenue

- Expenditures - Negotiations are not settled for fiscal years 2025-26, 2026-27 and 2027-28, and are not included in the multi-year projections.

Potential Risks and Uncertainties

- COLA for the out years may change
- ADA may decrease due to the Adelante merger
- Special Education MOE (Maintenance of Effort) Considerations
- Potential litigation

Next Steps and Future Considerations

- January 2026 – Governor's Budget Proposal for Fiscal Year 2026-27
- February - May 2026 – Budget Development Process
- March 2026 – Second Interim Report (Budget as of 01/31/26)
- May 2026 – Governor's May Revise
- June 2026 – Public Hearing for 2026-27 Budget and LCAP
- June 2026 – Adoption of 2026-27 Budget and LCAP

Thank you and Questions



8.2

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: December 10, 2025

Subject: **FY 2023-2024 Per Pupil Expenditures.**

Support Information: Per-pupil expenditure (PPE) data is reported annually as required by Every Student Succeeds Act (ESSA) provides a transparent view of how district resources are allocated to support student learning. The FY 2023–24 Per Pupil Expenditures reflect the total expenditures for both districtwide services and school-site–level costs, including personnel, instructional materials, student support services, and operational expenses.

This report is informational and is intended to provide the Board of Trustees with an overview of spending trends, variances among school sites, and the district's overall investment in student programs. The data helps ensure consistency with state and federal reporting requirements and supports ongoing conversations related to budgeting, equity, and resource allocation.

Fiscal Impact: No Cost

Budget Source: Not Applicable

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

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

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

INFORMATION ONLY

8.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ARUSD
Per Pupil Expenditures
FY 2023-24

school_name	cds_code	membership	school_federal	school_statelocal	School Expenditures Per Pupil	central_federal	central_statelocal	Central Expenditures Per Pupil	Total Expenditures Per Pupil
A. J. Dorsa Elementary	43693696046114	286	1,385	7,764	9,149	1,903	12,016	13,919	23,068
Adelante Dual Language Academy	43693690108167	498	1,048	8,724	9,772	1,903	12,016	13,919	23,691
Adelante Dual Language Academy II	43693690135749	350	1,184	8,848	10,032	1,903	12,016	13,919	23,951
Aptitud Community Academy at Goss	43693696046247	409	853	8,787	9,640	1,903	12,016	13,919	23,559
Ben Painter Elementary	43693696046122	324	1,133	8,972	10,105	1,903	12,016	13,919	24,024
Cesar Chavez Early Learning Center	43693696046239	50	2,307	11,743	14,050	1,903	12,016	13,919	27,969
Donald J. Meyer Elementary	43693696046155	259	1,616	8,224	9,840	1,903	12,016	13,919	23,759
Horace Cureton Elementary	43693696046189	266	1,516	6,928	8,444	1,903	12,016	13,919	22,363
Joseph George Middle	43693696068910	361	1,241	9,058	10,299	1,903	12,016	13,919	24,218
Learning in an Urban Community with H	43693690107748	232	1,578	8,006	9,584	1,903	12,016	13,919	23,503
Linda Vista Elementary	43693696046213	456	849	7,220	8,069	1,903	12,016	13,919	21,988
Lyndale Elementary	43693696046221	284	1,381	7,428	8,809	1,903	12,016	13,919	22,728
Millard McCollam Elementary	43693696046254	394	981	7,590	8,571	1,903	12,016	13,919	22,490
O. S. Hubbard Elementary	43693696046270	453	931	7,747	8,678	1,903	12,016	13,919	22,597
Ocala Middle	43693696089270	401	819	8,667	9,486	1,903	12,016	13,919	23,405
Renaissance Academy	43693690107763	365	1,185	7,371	8,556	1,903	12,016	13,919	22,475
Renaissance at Mathson	43693690126284	318	1,149	7,688	8,837	1,903	12,016	13,919	22,756
Russo/McEntee Academy	43693690114900	313	1,516	8,330	9,846	1,903	12,016	13,919	23,765
San Antonio Elementary	43693696046304	351	1,168	7,866	9,034	1,903	12,016	13,919	22,953
Sylvia Cassell Elementary	43693696046312	253	1,417	8,055	9,472	1,903	12,016	13,919	23,391
Thomas P. Ryan Elementary	43693696046320	276	1,279	7,826	9,105	1,903	12,016	13,919	23,024
William Sheppard Middle	43693696046338	463	984	8,554	9,538	1,903	12,016	13,919	23,457

8.3

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: December 10, 2025

Subject: **Update on CORE Builders + Steinberg Hart Contract Negotiations**

Support Information: Alum Rock Union School District continues its efforts to develop workforce housing as a strategy to improve employee recruitment and retention and provide affordable living options for district staff. Following a competitive Design-Build Request for Proposals (RFP) process, the Board of Trustees selected CORE Builders + Steinberg Hart as the Design-Build entity for the project.

Since the selection, district staff, legal counsel, Education Housing Partners, and CORE Builders + Steinberg Hart have been engaged in negotiations to finalize the terms of the Design-Build Agreement. Discussions have focused on confirming the project scope, sequencing, preliminary design considerations, construction schedule, and cost structure. Additional attention has been placed on risk management provisions, responsibilities during design and construction phases, and compliance with applicable state statutes governing Design-Build delivery.

The collaborative negotiation process is progressing as expected. Both parties are working to ensure that all contractual elements align with the district's goals, financial parameters, and long-term housing objectives. The district is committed to delivering a high-quality, financially responsible workforce housing project that supports ARUSD employees and the broader community.

Fiscal Impact: None at this time

Budget Source: Not applicable

Information Only

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

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

INFORMATION ONLY

8.3
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

8.4

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **Reorganization of Staffing for District's Maintenance Operations and Warehouse Departments**

Staff Analysis: An update on current and future plans for a Reorganization Maintenance Operations and Warehouse Department.

*****INFORMATION ONLY**

Submitted by: Eric Wasinger Title: Bonds Director

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

To the Board of Trustees:

Meeting: December 18, 2025
Regular Board Meeting

**Information Only

8.4
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

8.5

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 10, 2025

Subject: **Approval of Public Property Advisors Contract, Phase II.**

Support Information: Phase I of the District's real estate advisory work with Public Property Advisors (PPA) have been completed. Phase II will provide continued real estate advisory services and support for potential property disposition options—such as ground leases, joint-use opportunities, exchanges, or sales—including overseeing and managing the complete disposition process. PPA's expertise and continuity will help the District evaluate viable options and advance its long-term facilities and financial strategies.

Fiscal Impact: TBD

Budget Source: General Fund

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the contract with Public Property Advisors for Phase II.

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

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

Recommend Approval

8.5
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

9.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: December 10, 2025

Subject: **Approval of Energy Services Master Agreement between SitelogiQ and Alum Rock Union School District**

Support Information: SitelogiQ will coordinate with Alum Rock Union School District to provide design and construction services for energy retrofit projects. This agreement includes the planning, development, and implementation of improvements aimed at enhancing energy efficiency across various district sites.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the contract with SitelogiQ in the amount of $14,013,511.00 in support of the District's Bonds Program

Approved by: Eric Wasinger Title: Senior Executive of Bonds, Maintenance, Operations and Transportation

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

Recommend Approval

9.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

4217 ENERGY SERVICES MASTER AGREEMENT

by and between

Alum Rock Union Elementary School District

and

SitelogIQ, Inc

1651 Response Road, Suite 300

Sacramento, California 95815

CA Contractor License #: 1054171

December 18, 2025

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ENERGY SERVICES AGREEMENT

This ENERGY SERVICES AGREEMENT ("Agreement"), dated as of December 18, 2025, ("Effective Date"), is by and between Alum Rock Union Elementary School District, a California school district, organized and existing under the laws of the State of California ("Owner") and SitelogIQ, Inc, a Delaware corporation ("Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Owner wishes to reduce energy consumption and operational expenses through the installation of energy conservation and energy generation technologies;

WHEREAS, California Government Code § 4217.10 et seq. authorizes a school district to enter into agreements, contracts and related documents with private sector entities for developing energy generation and conservation projects upon Owner's finding that the anticipated costs for such services provided under this Agreement, together with any financing costs, will be less than the anticipated marginal energy costs to Owner;

WHEREAS, Owner has assigned specific areas on Owner properties (each one, a "Site") on which the energy generation and conservation measures (each one, a "System") will be constructed;

WHEREAS, Owner wants to engage Contractor, and Contractor desires to provide the design, procurement, and installation of the Systems at each Site all in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, Contractor is a full-service energy services company with the technical capabilities to provide services to the Owner, including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification, maintenance, operation, and repair;

WHEREAS, Owner may issue additional work orders from time to time to complete such energy or related projects as long as the project meets the requirements of California Government Code 4217.10 et seq. and does not exceed the Contract Price; and

WHEREAS, Owner's Governing Board, after holding a hearing at a regularly scheduled public hearing and after having provided two weeks advanced notice of such hearing, made all findings requires by Government Code section § 4217.12 for the Owner to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A; (b) the singular shall include the plural and vice versa; (c) the word "including" shall mean "including, without limitation," (d) references to "Sections" and "Exhibits" shall be to sections and exhibits of this Agreement; (e) the words "herein", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection; and (f) references to this Agreement shall include a reference to all attached Exhibits, as the same may be amended, modified, supplemented or replaced from time to time.

2. CONTRACTOR CERTIFICATIONS

This Agreement includes the following contractor certifications, the forms of which are attached in Exhibit B, which must be completed by Contractor prior to commencement of the work on the Systems:

2.1. Drug-Free Workplace / Tobacco-Free Environment Certification (Exhibit B-1)

2.2. Asbestos & Other Hazardous Materials Certification (Exhibit B-2)

2.3. Iran Contracting Act Certification (Exhibit B-3)

2.4. Workers Compensation Certificate (Exhibit B-4)

2.5. Prevailing Wage Certification (Exhibit B-5)

2.6. Payment Bond (Exhibit B-6)

2.7. Performance Bond (Exhibit B-7)

1.1. Non-Collusion Declaration (Exhibit B-8)

2.8. Fingerprinting/Criminal Background Investigation Certification (Exhibit B-9)

3. GENERAL

3.1. Scope of Work

(a) Contractor shall furnish to Owner energy efficiency upgrades and the engineering, design, procurement, construction management, installation, construction, monitoring, and commissioning of energy generation systems installed at various sites (collectively, the upgrades and Systems shall be referred to as the "Project").

(b) Operations and maintenance are not a part of this Agreement. Owner shall enter into a separate contract for operations and maintenance with Contractor prior to Substantial Completion of the Work.

(c) Project will be executed by individual Work Orders, detailed in Exhibit C ("Work").

(d) Work shall be performed in accordance with this Agreement and Exhibits attached hereto.

(e) If applicable, construction work shall not commence at the Site prior to DSA approval of the Project plans.

3.2. Contract Price

(a) Contract Price. Subject to adjustments and/or the issuance of additional of Work Orders as set forth in this Agreement, Contractor agrees to perform the Work for the price as defined in each Work Order ("Work Order Price") as detailed in Exhibit C. The total value of this Agreement is the summation of the Work Order Prices ("Contract Price").

(i) Payment of each Work Order Price shall be made in compliance with the process described in Exhibit C.

3.3. Protective Measures

(a) Contractor shall be responsible for all injury or damage to individuals or property that may occur as a result of its fault or negligence, or that of its Subcontractors, in connection with the performance of the Work.

(b) Contractor shall take all reasonably necessary precautions for the safety of its employees and any and all other individuals present on the Site where the System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.

(c) Contractor shall keep the relevant part of the Site where the System is located and surrounding areas free from accumulation of waste materials or rubbish caused by the Work, and at the end of each Day that the Contractor performs the Work, Contractor shall remove any debris, store such debris in containers at its sole expense, and leave the Site in a clean and orderly condition. Upon Final Completion, Contractor shall remove from the relevant part of the Site where the System is located all waste materials, rubbish, debris, debris containers, tools, Equipment, machinery and surplus materials from the Site and leave the Site in a clean and orderly condition.

(d) Contractor shall comply with the provisions of the California Education Code Section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees.

3.4. Prevailing Wage

(a) California Labor Code. Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including (without limitation) the payment of the general prevailing per diem wage rates for public work projects as required by law. In addition, Contractor and each Subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, commencing with Section 1720, and including Sections 1735, 1777.5 and 1777.6 forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or Subcontractor.

(b) Davis-Bacon Act. If Work under this Agreement is financed partially with federal funds, to the extent required by such financing, Contractor shall also comply with all applicable provisions of the Davis-Bacon Act (40 U.S.C. 3141-48). Specifically, those provisions found at Title 29 CFR 5.5 requiring Contractor to pay the laborers and mechanics employed on the Project, on a weekly basis, no less than the wages and benefits that are prevailing in the area as determined by the Secretary of Labor.

(c) Certified Payroll Records. This Project is subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all subcontractors must furnish certified payroll records to the Department of Industrial Relations' Compliance Monitoring Unit at least monthly, or within 10 days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.

(d) Payment Withholding. Pursuant to 8 CCR 16463(e), the Owner may withhold contract payments when payroll records are delinquent or inadequate or as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate; provided that the Contractor shall be required in turn to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency.

(e) Site Access. Contractor shall provide site access to Department of Industrial Relations personnel upon request.

(f) Prevailing Wage Notice. On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the Contractor shall post at appropriate, conspicuous, weatherproof points at the site the Notice of Projects Subject to Requirements of Subchapter provided in Title 8, section 16451(d) of the California Code of Regulations.

(g) Prevailing Rate Penalty. Contractor shall, as a penalty, forfeit not less than Two Hundred Dollars ($200.00) to the Owner for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

3.5. Unanticipated Conditions

Contractor will conduct a full and complete visual inspection of each Site, including (a) the readily apparent surface conditions of any areas where a System will be installed in or on the ground, including areas where utilities are located such as manhole covers, pull boxes, marked underground service areas, etc., (b) all staging, storage, delivery, and other areas necessary to

perform the Work, (c) ingress to and egress from each Site for all supplies, personnel and Equipment, and (d) all as-built drawings, Site layout, easement and other documentation provided by Owner to Contractor as set forth in Exhibit C and Exhibit G. Upon request, Contractor will provide documentation associated with the inspection to Owner, including all findings. If any conditions exist, arise, or are discovered at the Sites that differ materially from: (i) the information contained in the documents referenced in Exhibit C and Exhibit G, (ii) the assumption that the soils at the Sites have an allowable vertical bearing pressure of 2,000 psf and a lateral bearing pressure of 300 psf/ft below natural grade, or (iii) those conditions that Contractor discovered or should have reasonably discovered based on the inspections set forth in the first sentence of this Section 2.4, including without limitation, conditions related to Hazardous Materials or archeological findings, soils conditions, or subsurface obstructions of which Contactor was not aware on the date of this Agreement or could not reasonably be expected to anticipate based on the inspection described above, and such conditions involve the incurrence by Contractor of any material expenses to correct or accommodate such conditions (hereinafter, "Unanticipated Condition"), Contractor shall submit a request for approval of a Change Order and payment of the related expenses to Owner. Owner and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with Owner budget limits.

3.6. Labor

Contractor shall be responsible for all Contractor labor-related delays or disruption of the progress of the Work that result from Contractor's acts or omissions. Contractor shall promptly take any and all reasonable steps that may be available in connection with the resolution of violations of collective bargaining agreements or labor jurisdictional disputes. Contractor shall advise Owner promptly in writing of any actual or threatened labor dispute of which Contractor has knowledge that might materially affect the performance of the Work by Contractor or by any of its Subcontractors. Contractor shall not be responsible for labor disputes, including union related strikes, walkouts, and lockouts outside of Contractor's control.

3.7. Insurance

(a) Contractor and Owner, at their own expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than commencement of the Work at the Site and until Final Completion, all insurance coverage specified in Exhibit E.

(b) Owner and any lenders to the Owner shall be added as additional insureds under the commercial general liability, automobile liability and umbrella/excess liability insurance procured and maintained by Contractor in connection with the Work. Contractor shall not add Owner or any lender as additional insureds under its worker's compensation insurance policy.

(c) Each Party shall furnish current certificates indicating that the insurance required under this Agreement is being maintained. Each Party's certificate shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days (or ten (10) days in the event of failure to pay premiums) written notice before the insurance is cancelled.

3.8. Performance of the Work

(a) Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. Owner will deal only through Contractor, who shall be responsible for the proper execution of the entire Work. In performing any professional services, Contractor shall perform such services with the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time in the same locality.

(b) Contractor agrees to use and agrees that it shall require each of its Subcontractors to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law or any Governmental Authority to enable such Persons to perform their Work involving any part of Contractor's obligations under this Agreement.

(c) Contractor agrees that all materials and Equipment to be supplied or used by Contractor or its Subcontractors in the performance of its obligations under this Agreement shall be new (if being incorporated into the System) or in good operating condition (if not being incorporated into the System) and fit for the use(s) for which they are employed by Contractor or its Subcontractors. Such materials and Equipment shall at all times be maintained, inspected and operated pursuant to Industry Standards and as required by Applicable Law. Contractor further agrees that all licenses, permits, registrations and certificates or other approvals required by Applicable Law or any Governmental Authority will be procured and maintained for such materials and Equipment at all times during the use of the same by Contractor or its Subcontractors in the performance of any of Contractor's obligations under this Agreement.

3.9. Hazardous Materials

(a) Contractor hereby specifically agrees to indemnify, defend and hold Owner, their present and future Board members, administrators, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees) up to the amount referenced in Section 7.4(b) of this Agreement, that they may incur or suffer by reason of:

(i) any release of a Hazardous Material brought on to the Site by Contractor; and

(ii) any disturbance or release of pre-existing Hazardous Materials caused by Contractor's sole negligence, provided the Owner made Contractor aware of such pre-existing Hazardous Materials; and

(iii) Any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor.

(b) Owner hereby specifically agrees to indemnify, defend and hold Contractor, its present and future direct or indirect parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:

(i) any release of a Hazardous Material brought on to the Site by Owner, Owner Representative, or Owner's contractors on other projects;

(ii) any pre-existing Hazardous Material that through Owner's negligence, are released or distributed at the Site, with the exception of pre-existing Hazardous Material released or disturbed at the Site through Contractor's negligence;

(iii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Owner or Owner Representative; and

(iv) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Owner or Owner Representative.

3.10. Suspension of the Work

(a) If Contractor does not receive payment of any undisputed invoices submitted in accordance with Section 4.2, Contractor shall have the right, upon not less than fifteen (15) days written notice, to suspend the Work under this Agreement. Contractor shall be entitled to compensation for all undisputed amounts under this Agreement. If Owner issues full payment of the undisputed invoice within fifteen (15) days of written notice of intention to suspend, the notice of intention to suspend shall have no further force or effect and Contractor shall continue to perform the services hereunder as if the notice of intention to suspend had not been given. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(a) continues for more than two (2) months, Contractor shall be entitled to, at its sole discretion, terminate this Agreement.

(b) Owner may suspend the Work temporarily at its discretion. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in

resumption of the Work. If a suspension of the Work under this Section 3.10(b) continues for more than six (6) months, Contractor shall be entitled, at its sole discretion, to terminate this Agreement.

(c) After the resumption of the performance of the Work, Contractor shall, after due notice to Owner, examine the Work affected by the suspension. Contractor shall make good any defect, deterioration or loss of the construction or the Work affected that may have occurred during the suspension period. Costs properly incurred by Contractor (including but not limited to demobilization and mobilization costs, insurance fees, and repair cost) shall be added to the Work Order Price, so long as the suspension did not arise due to any sole act, omission, or default on the part of Contractor.

3.11. Taxes

The Work Order Price includes (and Contractor assumes exclusive liability for and shall pay before delinquency) all federal, state or local sales, use, value added, excise and other taxes, charges or contributions imposed on, or with respect to all Equipment and Contractor's services contemplated by this Agreement, provided that Owner shall pay and have exclusive liability with respect to any taxes payable with respect to Owner's income. Contractor shall hold harmless, indemnify and defend Owner, together with any and all its governing board, administrators, agents and employees from any liability, penalty, interest and expense by reason of Contractor's failure to pay such taxes, charges or contributions. Contractor and Owner shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible.

3.12. Liens

Contractor warrants good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors that become part of the System to the extent payment therefore has been received by Contractor from Owner.

3.13. Compliance with Applicable Laws

(a) Contractor specifically agrees that it shall at all times fully comply with Applicable Laws and that it shall perform the Work in accordance with the Applicable Laws. Notwithstanding the foregoing, Contractor's responsibility for any environmental liabilities shall be governed by Section 3.9.

(b) Owner specifically agrees that in the performance of its obligations under this Agreement it shall at all times fully comply with Applicable Laws.

3.14. Environmental Attributes, Incentives, and Energy Credits

(a) Contractor acknowledges that Owner shall retain all rights and interests to the performance based incentive payments made under the California Solar Initiative.

(b) Owner acknowledges that Contractor shall own, and may assign or sell in its sole discretion, all rights, title, and interest associated with or resulting from the development,

construction, installation and ownership of the System or the production, sale, purchase or use of the energy output including, without limitation:

(i) All Environmental Incentives arising from the Environmental Attributes associated with the System;

(ii) The reporting rights and exclusive rights to claim that: (i) the energy output was generated by the System (except as stated in paragraph (a)), (ii) Contractor is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the System, (iii) Contractor is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing;

(iii) All carbon reduction tonnage as defined under the Climate Action Reserve or similar definition as enacted by the State of California or the U.S. Federal Government ("Carbon Credits");

(iv) All "renewable energy credits" (as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code);

(v) All Environmental Incentives hereafter enacted into law, whether under federal, state or local law, arising from the Environmental Attributes of the System or the energy output or production, sale, purchase, consumption or use of the energy output from the System, expressly excluding, however, any future Environmental Incentives that are or may be dependent on ownership of the System for federal tax purposes.

(c) The Carbon Credits, renewable energy credits, grants and future Environmental Incentives as described herein shall be referred to collectively as "Energy Credits". The Contractor may assign, sell, transfer or otherwise convey all or any part of its right, title, and interest in and to the Energy Credits from time to time as it may determine to be in its best interest. Owner shall take such steps as Contractor shall reasonably request to confirm Contractor's ownership of Energy Credits as herein provided and shall cooperate with Contractor, to the extent Contractor reasonably requests and at Contractor's expense, in the sale or other disposition of Energy Credits.

(d) Owner recognizes that Contractor shall be the designer under this project may be eligible for a tax deduction for energy efficient commercial buildings under §179D of the Internal Revenue Code. Owner shall cooperate with Contractor in completing the paperwork and certifications necessary to allow Contractor to claim any §179D or other energy efficient commercial buildings tax deduction.

3.15. Independent Contractor

Contractor acts hereunder as an independent contractor and not as an agent or employee of the Owner. The Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Owner. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of Owner, and are not entitled to benefits of any kind or nature normally

provided employees of Owner and/or to which Owner's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

3.16. Subcontractors

To the extent required by law, Contractor shall be responsible for the acts and omissions of Subcontractors. Contractor shall be responsible for performance of all the Work, whether performed by Contractor or, to the extent required by law, its Subcontractors. Owner shall not undertake any obligation to pay or to be responsible for the payment of any sums to any Subcontractor. The Owner shall have no responsibility for settling Subcontractor claims or disputes.

3.17. Performance & Payment Bonds

See individual Work Orders in Exhibit C for bonding requirements. Bonds shall be provided in substantially similar form to Exhibits B-6 and B-7.

3.18. Title; Risk of Loss

(a) From Effective Date and until the date of Substantial Completion for the Work subject to the applicable Work Order, and subject to Sections 3.18(b) and 3.18(c), Contractor assumes risk of loss and full responsibility for the cost of replacing or repairing any damage to the System and all damages to and defects in materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the System.

(b) Unless changed by separate or subsequent agreement, Owner shall bear the risk of loss and full responsibility with respect of the System from and after the date of Substantial Completion of the Work subject to the Work Order.

(c) Notwithstanding anything herein to the contrary, and except as set forth in a separate or subsequent agreement, the Owner shall bear the risk of loss and full responsibility for the cost of replacing or repairing any damage to that portion of the System applicable to the Work Order and all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor or Owner for permanent installation in or for use during construction of the System to the extent caused by the negligent, grossly negligent or willful acts of Owner or its agents, employees or representatives.

(d) Title to all materials, Equipment, supplies and maintenance equipment required by this Agreement, to be purchased by Contractor for permanent installation as part of the System or for use by Owner in the operation of that portion of the System subject to the particular Work Order shall pass to the Owner upon the achievement of Substantial Completion of the Work required by that Work Order.

4. PRICE AND PAYMENT

4.1. Contract Price

(a) The Work Order Price is firm and fixed and includes all expenses to be incurred by Contractor including, but not limited to, Equipment and materials, erection, commissioning, inclusive of cost of travel and lodging expenses, Applicable Permits (other than the Owner Permits) and taxes, related to Contractor's performance of its obligations under this Agreement.

(b) Any Changes to the System or Work above and beyond code requirements and Industry Standards requested by the Owner shall be resolved through a Change Order to this Agreement.

(c) Any additional Work not otherwise specified in Exhibit C shall be resolved through a Change Order to this Agreement. Contractor shall not begin any additional Work until execution of the Change Order. Contractor shall not be held liable for any costs associated with delays resulting from Owner's failure to execute a Change Order required by this Section 4.1(c).

(d) Owner and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with Owner budget limits.

(e) The Work Order Price shall only be changed by Change Order approved by Contractor and Owner.

(f) When a Change Order is proposed, the Contractor shall furnish a breakdown of actual costs, itemized by materials, labor, subcontract work, taxes, overhead and profit. Subcontract work shall also be itemized.

4.2. Payment

(a) Cost Breakdown: Prior to submitting Contractor's first request for payment, the Contractor shall prepare and submit to the Owner a cost breakdown (schedule of values) showing the major work items for each trade or operation required in construction of the Project. The work items shall be sufficiently detailed to enable the Owner to accurately evaluate the completion percentages requested by the Contractor. The cost for each work item shall include overhead and profit. The total of all work item costs shall equal the amount of the Agreement.

(b) Scope of Payment: Payment to the Contractor at the unit price or other price fixed in the Agreement for performing the work required under any item or at the lump sum price fixed in the Agreement for performing all the work required under the Agreement, shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the work, and for performing and completing, in accordance with the specifications, all work required under the item or under the Agreement, and for all expense incurred by the Contractor for any purpose in connection with the performance and completion of the work.

(c) Progress Payments: The Contractor will, on or about the last day of each month, make an estimate of the value of the work completed by Contractor in the performance of the Agreement. These estimates shall be subject to the review and approval of the Owner. The first such estimate will be of the value of the work completed after the Contractor commenced the performance of the Agreement, and every subsequent estimate, except the final estimate, will be of the value of the work completed since the immediately preceding estimate. Such estimates will be based on labor, materials and equipment incorporated into the work, and items of materials and equipment delivered to the Project. The Contractor shall be responsible for the security and protection of such materials and equipment delivered to the Project and not incorporated in the work. Within thirty (30) calendar days after the approval of each estimate for progress payment, the Owner will pay to the Contractor an amount equal to ninety five (95) percent of the approved estimate. Payments may at any time be withheld if in the judgment of the Owner the work is not proceeding in accordance with the Agreement, the Contractor is not complying with the requirements of the Agreement, stop notices have been timely filed, the estimate contains an error, or the Owner has incurred costs or requests reasonable financial assurances regarding defective work by the Contractor. The Owner shall pay interest on all progress payments not made within thirty (30) days at the rate specified in California Public Contract Code section 20104.50.

(d) Final Payment: Within thirty (30) days after all required work is fully completed in accordance with the Agreement, the Contractor shall submit a final invoice for the total value of the work completed in accordance with the Agreement, which shall be subject to review and approval by the Owner. As required by law, Owner shall pay Contractor the unpaid balance of the Agreement price of the work, or the whole Agreement price of the work if no progress payment has been made, determined in accordance with the terms of the Agreement, less such sums as may be lawfully retained under any provision of the Agreement, including, but not limited to, amounts retained for damages, for stop notices, for third-party claims for which the Contractor is required to indemnify the Owner, for defective work and costs incurred by the Owner in connection therewith, or for other such claims and damages attributable to the Contractor ("Final Payment"). Prior progress estimates and payments are subject to correction in the Final Payment. Tender of the Final Payment shall constitute denial by the Owner of any unresolved claim. Contractor's acceptance of the Final Payment shall operate as a full and final release to the Owner and its agents from any and all unasserted claims Contractor has, or may have, related to this Agreement. Owner shall make Final Payment to SitelogIQ within thirty (30) days of receipt of Contractor's final invoice. The Owner shall pay interest if final payment is not made within thirty (30) days at the rate specified in California Public Contract Code section 20104.50.

(e) Payments Do Not Imply Acceptance of Work: The granting of any progress payment or payments by the Owner or the receipt thereof by the Contractor shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

(f) Retention of Sums Charged Against Contractor: It is mutually understood and agreed that when under any provision of this Agreement the Owner shall charge any sums of money against the Contractor, the amount of such charge shall be deducted and retained by the Owner from the amount of the next succeeding progress estimate, or from any other monies due or that may become due the Contractor on account of the Agreement. If on completion or termination of the Agreement such monies due the Contractor are found insufficient to cover the Owner's charges against the Contractor, the Owner shall have the right to recover the balance from the Contractor or the Contractor's sureties.

(g) Release: The Contractor and each assignee under an assignment in effect at the time of Final Payment shall, if required by the Owner, execute and deliver at the time of Final Payment and as a condition precedent to Final Payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the Owner, discharging the Owner, its officers, agents and employees of and from liabilities, obligations and claims arising under this Agreement.

(h) Payment to Sub-contractors and Suppliers: The Contractor shall pay each sub-contractor and supplier promptly on receipt of each progress payment from the Owner for the materials, labor and equipment delivered to the site or incorporated in the work by each sub-contractor during the period for which the progress payment is made, less any retention as provided above.

(i) Stop Notice Costs: The Owner reserves the right to charge the Contractor or surety, or to withhold from release of retention, all costs incurred by the Owner, including attorney's fees, for processing and defending stop notice claims.

(j) Contractor shall be entitled to, an increase in the Contract Price where the cost to Contractor for any labor, raw-material or component (including without limitation, solar panels, tracking equipment, inverters, lighting and mechanical system components or any other equipment or materials necessary to complete the work required by this Agreement) increases after the date of this Agreement. Such increase may be determined by the relative index for such labor, equipment, or material component including but limited to Consumer Price Index, The Steel Index, Commodity Indexes, etc. Contractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or system components, or other costs of any kind resulting from the changes.

5. COMMENCEMENT & COMPLETION

5.1 Commencement and Substantial Completion

(a) Contractor shall perform the Work as soon as practicable following the receipt of Notice To Proceed payment and receipt of Site title reports and as-built drawings from the Owner.

(b) The Contractor shall achieve Substantial Completion as set forth in Work Order. Contractor may claim a justified extension of the Substantial Completion Date if it is or will be delayed in completing the Work for one or more of the following causes:

(i) Unanticipated Conditions which directly affect the Project Milestones;

(ii) Changes in the design, scope, or schedule of the Project required by the Owner;

(iii) Breach of this Agreement by Owner;

(iv) Suspension of the Work pursuant to Section 3.10; or

(v) Force Majeure Event.

(c) The following are conditions precedent to Substantial Completion:

(i) the System is mechanically, electrically, and structurally constructed in accordance with the requirements of this Agreement, the Work and Industry Standards, except for non-critical punchlist items that do not affect operations;

(ii) the electrical infrastructure and the grid connection for the System is mechanically, electrically and functionally complete and capable of interconnection with the local utility;

(iii) Owner and Contractor shall have agreed on the punchlist items. For clarity purposes, the punchlist shall include final as-built drawings, operation and maintenance manuals, operation and maintenance training, permission to operate by local utility, Performance Test, and final lien waivers; and

(iv) all necessary documents have been submitted to the local public utility and all Work has been completed to the extent necessary for the local utility to issue a permission to operate.

(d) When Contractor believes it has achieved Substantial Completion, Contractor shall provide notice to Owner containing sufficient detail to enable Owner to determine that Contractor has complied fully with the requirements of Section 5.1(c). Within five (5) Business Days after receipt of such notice, Owner shall either issue to Contractor the Certificate of Substantial Completion in a form similar to Exhibit F, or, if reasonable cause exists for doing so, advise Contractor by notice (stating the reasons therefore) that Substantial Completion has not been achieved. In the event Owner determines that Substantial Completion has not been achieved in accordance with the conditions precedent in Section 5.1(c), Contractor shall promptly take such action or perform such Work as is required to achieve Substantial Completion and shall thereupon issue to Owner another notice as set forth above. This procedure shall be repeated until such time as Owner has acknowledged Substantial Completion subject to Section 5.1(f).

(e) All punchlist items shall be completed no later than sixty (60) Business Days after Substantial Completion Date unless otherwise delayed by the local utility. Failure of

Contractor to fulfill this obligation shall entitle Owner to complete the pending works on its own. Owner shall issue final payment to Contractor minus the cost to complete remaining or incomplete punchlist items.

(f) Any dispute between Owner and Contractor with respect to the projected achievement of Substantial Completion as contemplated by this Section 5.1(c) shall be resolved in accordance with Section 8.5(b).

5.2. Final Completion.

(a) Final Completion of the System shall be deemed to have occurred only if:

(i) all punchlist items contemplated in Section 5.1(c)(iii) have been completed or waived;

(ii) all manuals, drawings and other documents expressly required to be delivered by Contractor hereunder have been delivered to Owner;

(iii) on-site operation and maintenance training as required has occurred;

(iv) all final lien waivers have been obtained;

(v) a Certificate of Final Completion in a form similar to Exhibit F is duly signed by Owner's Representative and the Contractor's Representative; and

(vi) the local utility has provided a permission to operate.

(b) Upon Final Completion, Contractor shall submit to Owner a Certificate of Final Completion in a form similar to Exhibit F certifying that all of the foregoing conditions have been satisfied. Owner shall, within five (5) Business Days after the receipt by Owner of such written certificate, shall execute an acknowledgment of such certificate if Contractor has achieved Final Completion or provide written notice of Contractor's failure to achieve Final Completion. Contractor shall promptly take such action or perform such Work as is required to achieve Final Completion and shall thereupon issue to Owner another notice as set forth above. This procedure shall be repeated until such time as Owner has acknowledged Final Completion subject to Section 5.2(c).

(c) Payment of retention from the Agreement, less any sums withheld pursuant to the terms of this Agreement or applicable law, shall not be made to the Contractor sooner than thirty (30) calendar days after the date the Owner acknowledges Final Completion.

(d) Any dispute between Owner and Contractor with respect to the projected achievement of Final Completion as contemplated by this Section 5.2(a) shall be resolved in accordance with Section 8.5(b).

5.3. Inspection.

All Work performed by Contractor and all Equipment shall be subject to inspection by Owner, but such right of inspection of the Work or Equipment shall not relieve Contractor of responsibility for the proper performance of the Work or Equipment to the extent provided under this Agreement. Contractor shall provide to Owner or Owner's designee access to Contractor's facility or facilities where the Work is being performed during business hours, and subject to compliance with Site safety rules and policies. Owner shall ensure that the inspections do not affect the normal performance of this Agreement unless Work is not in compliance with this Agreement.

6. REPRESENTATIONS & WARRANTIES

6.1. Representations and Warranties of Contractor.

Contractor represents and warrants to Owner that:

(a) Contractor is a Delaware corporation, duly organized, validly existing, and in good standing under the laws of the State of Delaware, and has full power to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified and in good standing under the laws of the State of California and in each other jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.

(b) Contractor has (either directly or through a Subcontractor) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound procurement principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards. Contractor has (either directly or through a Subcontractor) the experience and skills necessary to determine, and Contractor has reasonably determined, that Contractor can perform the Work for the Work Order Price.

(c) The execution, delivery and performance by Contractor of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof to any lien other than as contemplated or permitted by this Agreement.

(d) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Contractor's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Contractor or in any impairment of its ability to perform its obligations under this Agreement.

(e) All goods, services, equipment, parts, and materials furnished in connection with the Work related to the System are new, unused and undamaged at the time of delivery to the Site.

(f) The individual executing this Agreement on behalf of Contractor is duly authorized to execute and deliver this Agreement on behalf of Contractor and this Agreement is binding upon Contractor in accordance with its terms.

6.2. Representations and Warranties of Owner.

Owner represents and warrants to Contractor that:

(a) Owner is a California school district duly organized, validly existing, and in good standing under the laws of the State of California and has full legal capacity and standing to pursue

its purpose (including the capacity to dispose of and encumber all of its assets) and full power to engage in the business it presently conducts and contemplates conducting.

(b) The execution, delivery and performance by Owner of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof or the Site or any portion thereof to any lien other than as contemplated or permitted by this Agreement.

(c) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Owner's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Owner or in any impairment of its ability to perform its obligations under this Agreement.

(d) Owner will exercise commercially reasonable efforts to procure funding for the Project within 180 days of the Effective Date.

(e) Owner has proof of funds, to the satisfaction of the Contractor, that are necessary from time to time to pay Contractor the Work Order Price in accordance with the terms of this Agreement.

(f) The individual executing this Agreement on behalf of Owner is duly authorized to execute and deliver this Agreement on behalf of Owner and this Agreement is binding upon Owner in accordance with its terms.

7. BREACH & TERMINATION

7.1. Termination by Owner

(a) Contractor agrees that Owner shall be entitled to terminate this Agreement upon the occurrence of any of the following circumstances:

(i) Except as otherwise permitted under this Agreement, Contractor abandons the entire Work for more than ninety (90) days or fails to commence the Work within one-hundred and eighty (180) days after receiving the Funding Date payment, and after expiration of said period fails to commence or continue performance of the Work within ten (10) business days of Contractor's written notice from Owner to commence or continue performance of the Work;

(ii) Contractor commits a material breach of this Agreement, and Contractor does not commence the cure of said breach and thereafter diligent pursuant to completion the cure of said breach, within thirty (30) days following Contractor's receipt of written notice thereof from Owner, or

(iii) Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.

(b) Upon the occurrence of any of the foregoing, Owner may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such parts thereof. Owner shall thereupon have the right to continue and complete the Work or any part thereof, by contract or otherwise.

(c) Upon exercising commercially reasonable efforts, Owner shall be entitled to terminate this Agreement if it is unable to procure funding for the Project within 180 days of the Effective Date. Upon this occurrence, Owner shall have no further obligation to Contractor.

(d) If Owner elects to terminate this Agreement for any reason other than provided herein, Owner shall reimburse Contractor for all expenses incurred prior to termination, including but not limited to development and engineering cost prior to the Effective Date.

(e) If any covenant, condition or restriction upon the Site prohibits the installation of the System at the Site, Owner has the right to terminate this Agreement. Upon such termination, provided it is not due to the negligence or misconduct of the Contractor or its subcontractors, agents or representatives, Owner shall pay to Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.2. Termination by Contractor

(a) Without limiting the provisions of Section 8.5, Owner agrees that upon the occurrence of any of the following, Owner shall reimburse Contractor for all expenses incurred prior to termination, including but not limited to development and engineering cost incurred prior to the Effective Date:

(i) If Owner makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.

(ii) If Owner fails to make any payment to Contractor hereunder when due, which failure remains uncured for thirty (30) days following Owner's receipt of written notice thereof from Contractor, the Owner shall be in breach and Contractor shall have all rights and remedies that may be available under Applicable Law against Owner with respect thereto, including without limitation the right to suspend performance of the Work or terminate this Agreement as set forth in Section 3.10.

7.3. Indemnity

(a) Contractor shall fully indemnify, save harmless and defend Owner from and against any and all costs, claims, and expenses incurred by Owner and their successors, assigns, governing

board members, administrators, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Owner) arising from or relating to Contractor's performance of its obligations under this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Contractor or its Subcontractors, agents or employees or others under Contractor's control or (b) a breach by Contractor of its obligations hereunder.

(b) Owner shall fully indemnify, save harmless and defend Contractor and its successors, assigns, officers, directors, members, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Contractor or Subcontractors) arising from or relating to this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Owner or its agents or employees or others under Owner's control or (b) a breach by Owner of its obligations hereunder.

(c) Each Party shall indemnify, defend and hold the other Party, and its present and future governing board members, administrators, direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from (a) actual or alleged infringement or misappropriation by such Party (or in the case of Contractor, any Subcontractor) of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right in connection with the System, including without limitation, any deliverable, (b) such Party's (and in the case of Contractor, any Subcontractor's) violation of any third-party license to use intellectual property in connection with the Work, including, without limitation, any deliverable. Notwithstanding the foregoing, the indemnification obligations of Contractor set forth in this Section 7.3(c) shall not apply when the claim of infringement arises from a particular design, process or product of a particular manufacturer or manufacturers that Contractor is directed by Owner to use in connection with the Contract Documents, unless the Contractor has reason to believe there is an infringement of such intellectual property right.

(d) If any claim is brought against a Party (the "Indemnified Party") that gives rise to a potential indemnity claim under this Section 7.3, then the Indemnified Party shall give written notice of said claim to the other Party (the "Indemnifying Party"). Upon receipt of written notice of the claim, the Indemnifying Party shall be entitled to participate in, and, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. Where the Indemnifying Party has elected not to assume the defense of a claim that gives rise to a potential indemnity claim under this Section 7.3, the Indemnifying Party shall reimburse the Indemnified Party for its reasonable and necessary defense expenses to the extent said claim is adjudged to be covered under the indemnity obligations. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may

participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder.

7.4. Limitations of Liability

(a) No Consequential Damages. IN NO CIRCUMSTANCES SHALL THE CONTRACTOR OR OWNER OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, LOSS BY REASON OF PLANT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY, COSTS OF REPLACEMENT POWER OR CAPITAL, DEBT SERVICE FEES OR PENALTIES, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, DAMAGES FOR LOST OPPORTUNITIES, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES' LIABILITY FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION 7.4(a) SHALL NOT APPLY TO THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES.

(b) Maximum Liability. Whether an action or claim is based on warranty, contract, tort or otherwise, under no circumstance shall (i) Owner's total liability arising out of or related to this Agreement exceed the Contract Price or available insurance proceeds whichever is greater, and (ii) Contractor's total liability arising out of or related to this Agreement exceed the Contract Price or available insurance proceeds whichever is greater.

8. MISCELLANEOUS

8.1. Representatives

(a) Owner Representative. Owner designates, and Contractor agrees to accept, Sandra Garcia, Superintendent , as Owner Representative for all matters relating to Contractor's performance of the Work. The actions taken by Owner Representative regarding such performance shall be deemed the acts of Owner and shall be fully binding for Owner. Owner may, upon written notice to Contractor, pursuant to Section 8.6 hereof, change the designated Owner Representative.

(b) Contractor Representative. Contractor designates, and Owner agrees to accept, John Gajan as Contractor Representative for all matters relating to Contractor's performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor and shall be fully binding for Contractor. Contractor may, upon written notice to Owner, pursuant to Section 8.6 hereof, change the designated Contractor Representative.

(c) Power of Representatives. The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or Owner, as applicable, under this Agreement.

(d) Notices to Representative. Notwithstanding Sections 8.1(a) and 8.1(b), all amendments, Change Orders, notices and other communications between Contractor and Owner contemplated herein shall be delivered in writing and otherwise in accordance with Section 8.6.

8.2. Ownership of Plans, Data, Reports and Material

(a) Subject to Sections 8.2(c), Contract Documents developed by Contractor under this Agreement shall become the property of Owner when prepared and shall be delivered to Owner upon completion of the Work; provided that nothing in the foregoing shall impair, alter or otherwise affect Contractor's proprietary rights in its patents, products or other intellectual property.

(b) Any additional inventions or intellectual property created during performance of this Agreement shall be owned by Contractor.

(c) Contractor further agrees to grant and hereby grants to Owner an irrevocable, non-exclusive, royalty-free license under all patents, copyrights and other proprietary information of Contractor related to the Work now or hereafter owned or controlled by Contractor to the extent reasonably necessary for the operation, maintenance or repair of the System or any subsystem or component thereof designed, specified, or constructed by Contractor under this Agreement. No other license in such patents and proprietary information is granted pursuant to this Agreement.

8.3. Governing Law

The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 8.5, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within California and shall comply with all requirements necessary to give such court jurisdiction.

8.4. Force Majeure

Contractor shall promptly notify Owner in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. Contractor shall deliver such notice as soon as reasonably practicable, but in any event within seventy-two (72) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event. Contractor shall be entitled to a reasonable extension of time for delays due to a Force Majeure Event; provided that any Work done or materials furnished by Contractor in restoring or rebuilding the System will be paid for by Owner as an approved Change Order.

8.5. Dispute Resolution

(a) Good faith negotiations. In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Contractor and Owner shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the

provisions of Sections 8.5(b), 8.5(c) and 8.5(d) shall apply to the extent applicable to the Dispute.

(b) Technical Dispute. Technical Disputes shall be resolved by a mutually agreed upon independent expert. For the purposes of this Agreement, a "Technical Dispute" shall mean a Dispute regarding whether the System conforms to the Industry Standards and applicable Building Codes, whether the relevant part of the Site where the System is located meets the required Site characteristics, and any other Disputes of a technical or engineering nature. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert unless otherwise agreed in writing by Contractor and Owner. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.

(c) Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by Owner and Contractor. If Owner and Contractor are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by Owner, and one-half by Contractor. In any such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by mediation of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The provisions of this Section 8.5 shall survive any termination of this Agreement.

(d) Attorneys' Fees. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable attorneys' fees and court costs, including expert witness fees, expended in connection with such an action from the other Party.

8.6. Notices and Demands

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing (a) the same day if personally delivered; (b) three (3) days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) the same day if sent by facsimile or electronic mail with confirmation. Mailed notices, facsimile notices or electronic notices shall be addressed as follows to:

Owner:

Name:	Alum Rock Union Elementary School District
Attention:	Sandra Garcia
Address:	2930 Gay Ave. San Jose, CA San Jose
Phone:	(408) 928-6800
Email:	sandra.garcia@arusd.org

Contractor:

Name:	SitelogIQ, Inc.
Attention:	John Gajan, President West Energy
Address:	1651 Response Rd, Suite 300 Sacramento, CA 95815
Phone:	(888) 819-0041
E-mail:	john.gajan@sitelogiq.com cc: legal@sitelogiq.com

8.7. Nondisclosure

To the extent permitted by law, whichever Party receives confidential information (the "Receiving Party") from the other Party (the "Disclosing Party") shall not use for any purpose other than performing the Work under this Agreement or divulge, disclose, produce, publish, or permit access to, without the prior written consent of the Disclosing Party, any such information of the Disclosing Party. Confidential Information includes, without limitation, all information or materials prepared in connection with the Work performed under this or any related subsequent Agreement, designs, drawings, specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, personnel names and other information related to Contractor, Suppliers, personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets. Confidential information does not include (a) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) information in the public domain at the time of disclosure by the Receiving Party; or (c) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party. The Receiving Party shall use the higher of the standard of care that the Receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such confidential information. Notwithstanding anything herein to the contrary, the Receiving Party has the right to disclose Confidential Information without the prior written consent of the Disclosing Party: (i) as required by any court or other Governmental Authority, or by any stock exchange upon which the shares of any Party are listed, (ii) as otherwise required by law, (iii) as advisable or required in connection with any government or regulatory filings, including without limitation, filings with any regulating authorities covering the relevant financial markets, (iv) to its attorneys, accountants, financial advisors or other agents, in each case bound by confidentiality obligations, (v) to banks, investors and other financing sources and their advisors, in each case bound by confidentiality obligations; or (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by confidentiality obligations. If a Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose confidential information of the Disclosing Party, it shall give the Disclosing Party prompt written notice, and in all cases not less than five (5) Business Days' notice in advance of disclosure, so that the Disclosing Party may determine whether to take steps to oppose such disclosure. Notwithstanding the foregoing, Contractor acknowledges that this Agreement, once fully executed and approved by the Owner's Board of Trustees, is public information, subject to release in response to public information requests under California Government Code § 7920.000 *et seq.* (Public Records Act). Owner shall use reasonable efforts to prevent or limit disclosure of the Confidential Information.

8.8. Time of Essence

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

8.9. Validity

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

8.10. Binding Effect

This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

8.11. Modifications

No oral or written amendment or modification of this Agreement by any administrator, Board member, officer, agent or employee of Contractor or Owner, either before or after execution of this Agreement, shall be of any force or effect unless such amendment or modification is in writing and is signed by any duly authorized representative of both Parties to be bound thereby.

8.12. Headings

The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8.13. Counterparts; Signature Pages

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

8.14. Announcements and Publications

Contractor shall coordinate with Owner with respect to, and provide advance copies to Owner for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Contractor, in each case, who agree to keep such information confidential. If Owner delivers written notice to Contractor rejecting any such proposed announcement or publication within two (2) Business Days after receiving such advance copies, the Contractor shall not make such

public announcement or publication; provided, however, that Contractor may disseminate or release such information in response to requirements of Governmental Authority.

8.15. Complete Agreement

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No oral agreement or conversation with any officer or employee of either Party or any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the Owner and Contractor by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

8.16. No Agency

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.17. Priority of Documents

In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); second, this Agreement; third, Work Order in Exhibit C, and fourth, the other Contract Documents.

8.18. Assignment

No Party shall be entitled to assign or subcontract this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which shall not be unreasonably withheld, provided that Contractor may subcontract that portion of the Work to Subcontractors. Notwithstanding the foregoing, (i) without the consent of the Contractor, Owner shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Contractor) to any lenders by way of security for the performance of obligations to such lenders; (ii) without consent of the Owner, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition of Contractor; and (iii) without consent of Owner, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement to an Affiliate of the Contractor.

8.19. No Waiver

Neither Party's failure to enforce any provision of this Agreement of the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

[Signatures to follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date set forth above.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT,
organized and existing under the laws of the State of California

By: _____

Name: _____

Title: _____

SITELOGIQ, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Exhibit A – Definitions

"Affiliate" of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term "control" of a specified Person including, with correlative meanings, the terms, "controlled by" and "under common control with," means (a) the ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" shall have the meaning set forth in the preamble.

"Applicable Law" shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

"Applicable Permits" means those permits identified as the responsibility of Contractor as determined in Exhibit C.

"Authority Having Jurisdiction (AHJ)" means those local, state, or federal entities having regulatory authority over a specific aspect of the Project, such as building officials, Department of State Architecture, and fire departments.

"Business Day" means Mondays to Fridays, except such days on which banks are permitted or required to close in California.

"Certificate of Substantial Completion" shall mean a document in similar form to Exhibit F.

"Certificate of Final Completion" shall mean a document in similar form to Exhibit F.

"Change" shall means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the scope of the Work. An "Unanticipated Condition" as defined in Section 2.4 hereof, experienced by Contractor during the course of the Work is included within the definition of "Change".

"Change Order" shall mean a written document signed by Owner and Contractor to adjust the Work Order Price or Construction Schedule as a result of a Change issued after execution of this Agreement.

"Commencement of Work" shall mean the commencement of Work for each Work Order.

"Construction Schedule" shall mean the schedule for implementation of the Work as determined by the Contractor to meet the Project Milestones as set forth on Exhibit C.

"Construction Documents" shall mean construction documents prepared by Contractor and approved by Owner.

"Contract Documents" shall mean this Agreement and Exhibits hereto, and drawings, specifications, plans, calculations, models and designs that are part of this Agreement and the Construction Documents prepared by Contractor and approved by Owner.

"Contractor" shall have the meaning set forth in the preamble.

"Contractor Representative" shall mean the individual designated by the Contractor in accordance with Section 7.1(b).

"Day" means calendar day unless it is specified that it means a "Business Day".

"Disclosing Party" shall have the meaning set forth in Section 7.7.

"Dispute" shall have the meaning set forth in Section 7.5(a).

"Dollar" and "$" shall mean the lawful currency of the United States of America.

"Effective Date" shall mean the date first set forth in the preamble.

"Environmental Attributes" means all environmental and other attributes that differentiate the System or the energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the System or the compliance of the System or the energy output with the law, rules and standards of the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes and Reporting Rights.

"Environmental Incentives" means all rights, credits (including tax credits), grants, rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including Carbon Credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the System on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site. Without limiting the forgoing, "Environmental Incentives" includes green tags, renewable energy credits, grants, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the system on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site.

"Equipment" shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required for prudent design, construction or operation of the System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments,

appliances, spare parts and appurtenances thereto described in, required by, reasonably inferable from or incidental to the Work or the Contract Documents.

"Excusable Delay" shall mean a Delay outside of Contractor's control that prevents Contractor from achieving the Commercial Operation Date for any System in accordance with the Project Schedule, and to the extent that such Delay adversely affects the Work such that the performance of the Work is prevented or delayed, Contractor shall be entitled to an adjustment in the Construction Schedule and deadlines of this Agreement. For purposes of this Agreement, an Excusable Delay shall include any of the following events:

(a) an act or failure to act of, or other delay caused by, or negligence of, Owner or its agents or employees;

(b) changes in the design, scope or schedule of the Project unilaterally required by the Owner;

(c) the suspension of Work in whole or in part by Owner;

(d) labor disputes, fire, vandalism, supply chain related delays, including delays in manufacturing and deliveries;

(e) adverse weather conditions not reasonably anticipated and in excess of 150% of the normal weather (*e.g.*, rain, snow, sleet) for the local geographic area for the past ten (10) years as measured in a given month;

(f) unforeseen conditions at any Site, including discovery or existence of Hazardous Substances;

(g) the occurrence of a Force Majeure, or other unavoidable casualties or other causes beyond Contractor's control;

(h) the failure to obtain any Utility Interconnection Agreement, permission to operate, Applicable Permit, CEQA/NEPA approval or approval of a Governmental Authority or delays caused by changes and/or modifications to the Scope of Work as required by any Governmental Authority having jurisdiction over the Project;

(i) any equipment or material delays caused by suppliers or vendors;

(j) adverse changes to regulatory requirements;

(k) any breach of this Agreement or the Utility Interconnection Agreement or any information provided to the Contractor by Owner or Utility is inaccurate or incomplete; or

(l) any other cause outside Contractor's control after Contractor's best efforts to mitigate that delay, to the extent that Contractor is able to mitigate such delay, provided that a failure to perform of Contractor's subcontractors' shall not be an Excusable Delay, unless such subcontractors are unable to perform the Work as a result of any of the events described in this definition of "Excusable Delay."

"Facility" shall mean any and all properties of the Owner upon which the System shall be constructed or to which the System shall be connected, including land, buildings, structures, equipment, and electrical tie-in points.

"Final Completion" shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.2.

"Force Majeure Event" shall mean, when used in connection with the performance of a Party's obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is reasonably unforeseeable, or being reasonably foreseeable, reasonably unavoidable (including by taking prudent protective and preventative measures) and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

(a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;

(b) acts of God, including but not limited to, unusually severe storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, winds in excess of ninety (90) miles per hour, and objects striking the earth from space (such as meteorites) sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of facility and equipment relating to the performance by the affected Party of its obligations under this Agreement;

(c) strikes, walkouts, lockouts or similar industrial or labor actions or disputes, in each case of a regional or national nature;

(d) changes in Applicable Law after the Effective Date that materially impact a Party's ability to perform under this Agreement; and

(e) acts of any Governmental Authority that materially restrict or limit Contractor's access to the Site.

(f) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions.

(g) explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current.

"Funding Date" shall mean the date that Owner has received monetary funds necessary to fulfill its obligations under this Agreement.

"Governmental Authority" shall mean any national, autonomic, regional, province, town, Owner, or municipal government, or other administrative, regulatory or judicial body of any of the foregoing.

"Hazardous Material" shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl's ("PCBs"), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects,

conditions and waste or combinations thereof which are now listed, defined or regulated in any manner by any federal, state or Applicable Law.

"Indemnified Party" shall have the meaning set forth in Section 6.3(d).

"Indemnifying Party" shall have the meaning set forth in Section 6.3(d).

"Industry Standards" shall mean those standards of care and diligence normally practiced by a majority of engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which the Work will be performed and in accordance with good construction practices, Applicable Permits, and other standards established for such Work.

"Manufacturer Warranty" shall have the meaning set forth in Exhibit C.

"Owner" shall have the meaning set forth in the Preamble to this Agreement.

"Owner Permits" means those permits identified as the responsibility of Owner in Exhibit C.

"Owner's Representative" shall mean the individual designated by Owner in accordance with Section 7.1(a).

"Party" shall mean, individually, each of the parties to this Agreement.

"Performance Tests" means, the tests of the System, as more particularly described in Exhibit C.

"Person" shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

"Project" shall mean the entirety of Work to be performed by Contractor pursuant to the terms and conditions of the Work and any Change Orders.

"Receiving Party" shall have the meaning set forth in Section 7.7.

"Representatives" shall mean the Contractor Representative and the Owner Representative and each may individually be referred to as a "Representative".

"Rock" is defined as limestone, sandstone, granite, coble greater than 3 inches in diameter, or similar rocks in solid beds or masses in original or stratified position which can be removed only by continuous drilling, blasting or the use of pneumatic tools, and all boulders of 1 cubic yard in volume or larger. Material which can be loosened with a pick, frozen materials, soft laminated shale and hardpan, which for convenience or economy is loosened by drilling, blasting, wedging or the use of pneumatic tools, shall not be classified as "Rock".

"Site" shall have the meaning set forth in the first recital, and is more fully described in Exhibit C. An individual Site shall mean any area of a property owned by the Owner upon which a System is constructed.

"Solar Plant" shall mean that portion of the System only related to converting solar radiation into electricity and explicitly excludes all energy conservation technologies.

"Subcontractor" shall mean any Person, other than Contractor and Suppliers, retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor's obligations under this Agreement.

"Substantial Completion" shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.1(c).

"Substantial Completion Date" shall mean the actual date on which the Substantial Completion of the System, as defined in Section 5.1(c), has occurred.

"Suppliers" shall mean those Equipment suppliers with which Contractor contracts to build the System.

"System" shall have the meaning ascribed in the Recitals to this Agreement.

"Technical Dispute" shall have the meaning set forth in Section 7.5(b).

"Third Party" shall have the meaning of any persons or entity not affiliated with Contractor or Owner.

"Unanticipated Condition" shall have the meaning set forth in Section 3.5.

"Work" shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor and described in Exhibit C with respect to the System.

"Work Order" shall mean the assigned Work for each Site as described in Exhibit C.

"Work Order Price" shall mean the amount for performing the Work that is payable to Contractor as set forth in Section 3.2, as the same may be modified from time to time in accordance with the terms hereof, and as described in Exhibit C.

Exhibit B – Certifications

Exhibit B-1	Drug-Free Workplace/Tobacco-Free Environment Certification
Exhibit B-2	Asbestos and Other Hazardous Materials Certification
Exhibit B-3	Iran Contracting Act Certification
Exhibit B-4	Workers Compensation Certification
Exhibit B-5	Prevailing Wage Certification
Exhibit B-6	Payment Bond
Exhibit B-7	Performance Bond
Exhibit B-8	Non-Collusion Declaration
Exhibit B-9	Fingerprinting/Criminal Background Investigation Certification

Exhibit B-1: Drug-Free Workplace/Tobacco Free Environment Certification

Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. Alum Rock Union Elementary School District is not a "state agency" as defined in the applicable section(s) of the Government Code, but Alum Rock Union Elementary School District is a local agency under California law and requires all contractors on projects to comply with the provisions and requirements of Government Code section 8350 *et seq.*, the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

2 Establishing a drug-free awareness program to inform employees about all of the following:

a. The dangers of drug abuse in the workplace.
b. The person's or organization's policy of maintaining a drug-free workplace.
c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
d. The penalties that may be imposed upon employees for drug abuse violations.

3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I understand that if Alum Rock Union Elementary School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 *et seq*.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and Alum Rock Union Elementary School District Policies, all Alum Rock Union Elementary School District sites, including the Sites, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in Alum Rock Union Elementary School District property. Alum Rock Union Elementary School District property includes Owner Owned or Leased buildings, grounds, Owner owned vehicles and vehicles owned by others while on Alum Rock Union

Elementary School District property. I acknowledge that I am aware of Alum Rock Union Elementary School District's policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Sites.

Effective Date: December 18, 2025

Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____

Print Name: _____

Title: _____

Exhibit B-2: Asbestos & Other Hazardous Materials Certification

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous," shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for the Owner.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the Owner's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the Owner.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Effective Date: December 18, 2025

Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____

Print Name: _____

Title: _____

Exhibit B-3: Iran Contracting Act Certification
(Public contract code sections 2202-2208)

PROJECT/CONTRACT NO.: 01, Government Code 4217 Energy Services Agreement between Alum Rock Union Elementary School District ("Owner") and SitelogIQ, Inc. ("Contractor")

Per California Public Contract Code Sections 2202-2208 or Owner's reduced threshold, prior to bidding on or submitting a proposal for a contract for goods or services of $500,000.00 or more to the Owner, the Contractor must either:

1. Certify it is **NOT** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
2. Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **ONE** of the options below. California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205).

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **NOT** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed December 18, 2025	*Executed in*

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and **ATTACH DOCUMENTATION DEMONSTRATING THE EXEMPTION APPROVAL.**

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*

END OF DOCUMENT

Exhibit B-4: Workers' Compensation Certification

The Contractor and all of its Subcontractors shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations, for the type of work performed and the locality in which the work is to be performed within the boundaries of the Owner, pursuant to sections 1770 et seq. (1770 & 3700)of the California Labor Code.

Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the Director of the State of California Department of Industrial Relations, are available upon request at the Owner's principal office. Prevailing wage rates are also available on the internet at http://www.dir.ca.gov. Every employer except the State shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one (1) or more insurers duly authorized to write compensation insurance in this state; and/or
b. By securing from the Department of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Department of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Effective Date: December 18, 2025

Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

Exhibit B-5: Prevailing Wage and Related Labor Requirements Certification

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

1. **CLAUSES MANDATED BY CONTRACT WORK HOURS & SAFETY STANDARDS ACT.** As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

    a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

    b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in the foregoing paragraph the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the foregoing paragraph.

    c. **Withholding for unpaid wages and liquidated damages.** The Owner may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the forgoing paragraph.

    d. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning Overtime Requirements and Violation: Liability for Unpaid Wages and Liquidated Damages and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set in this section.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Effective Date: December 18, 2025

Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Exhibit B-6: Payment Bond

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing body of the _____ a school district, ("Owner") and SitelogIQ, Inc. ("Contractor") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient and proper to perform the following project:

Energy Services Agreement ("Contract") which Contract dated December 18, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part thereof; and

WHEREAS, pursuant to law and the Contract, the Contractor is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the value of the Work Orders contained therein, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Contractor and _____("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ ($_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Contractor or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety above named, on December 18, 2025.

(Affix Corporate Seal)

_____

Contractor

_____

By

_____

Surety

_____

By

_____

Name of California Agent of Surety

_____

Address of California Agent of Surety

_____

Telephone No. of California Agent of Surety

Exhibit B-7: Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing body of the Alum Rock Union Elementary School District a school district, ("Owner") and SitelogIQ, Inc. ("Contractor") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient and proper to perform the following project

Energy Services Agreement ("Project" or "Contract") which Contract dated December 18, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Contractor and ("Surety") are held and firmly bound unto the governing body of the Owner in the penal sum of _____ ($_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the Owner all damages the Owner incurs as a result of the Contractor's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the Owner, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the Owner may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Contractor. Surety shall not utilize Contractor in completing the Work nor shall Surety accept a Bid from Contractor for completion of the Work if the Owner declares the Contractor to be in default and notifies Surety of the Owner's objection to Contractor's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Owner's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each ofwhich shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety above named, on December 18, 2025.

(Affix Corporate Seal)

_____

Contractor

_____

By

_____

Surety

_____

By

_____

Name of California Agent of Surety

_____

Address of California Agent of Surety

_____

Telephone No. of California Agent of Surety

Exhibit B-8: Non-Collusion Declaration
(EXHIBIT B-8)
(Public Contract Code § 7106)

The undersigned declares:

I am the President of the West Energy division of SitelogIQ, Inc., the party making the foregoing Agreement.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Effective Date: December 18, 2025

Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____

Print Name: _____

Title: _____

Exhibit B-9: Fingerprinting/Criminal Background Investigation Certification

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

That I am a representative of the Contractor currently under this Agreement ("Contract") with Alum Rock Union Elementary School District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with Alum Rock Union Elementary School District's pupils in the course of providing Services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with Alum Rock Union Elementary School District's pupils during the course and scope of the Contract is attached hereto; and/or

_____Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and Alum Rock Union Elementary School District's pupils at all times; and/or

_____Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

_____The Work on the Contract is at an unoccupied Site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with Alum Rock Union Elementary School District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with Alum Rock Union Elementary School District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Effective Date: December 18, 2025

Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____

Print Name: _____

Title: _____

Exhibit C – Work Orders

[INSERT **WORK ORDER(S)** HERE]

IN WITNESS, WHEREOF, the Parties hereto have duly executed and delivered this Work Order as of the date set forth below.

SitelogIQ, Inc.
a Delaware Corporation

By: _____

Name: _____

Title: _____

Effective Date: December 18, 2025

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT,
organized and existing under the laws of the State of California

By: _____

Name: _____

Title: _____

Effective Date: December 18, 2025

Exhibit E – Insurance

Contractor Insurance Requirements

1. Required Coverages. Contractor shall carry and maintain with carriers or self-insurance, as a minimum, the following insurance coverage:

   (i) Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employer's liability in the minimum amount of one million dollars ($1,000,000) for each occurrence and one million dollars ($1,000,000) for each occurrence of bodily injury on a per employee basis.

   (ii) Commercial General Liability. One million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations.

   (iii) Commercial Automobile Liability, Any Auto. One million dollars ($1,000,000) per accident including owned, non-owned, and hired automobiles.

   (iv) Excess coverage of four million dollars ($4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.

2. Policy Endorsements. Insurance coverage required to be maintained by Contractor under this Agreement shall:

   (i) provide a severability of interests or cross liability clause for Commercial General Liability Insurance.

   (ii) except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name Owner and others as may be reasonably required by Owner, as additional insured's; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of Owner and each of its respective assignees, Affiliates, agents, officers, directors, employees, insurers or policy issuers and a waiver of any right of the insurers to any set-off or counterclaim, whether by endorsement or otherwise, in respect of any type of liability of any of the Persons insured under any such policies.

3. Certificates. Contractor shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to Owner upon Owner's reasonable request.

Owner Insurance Requirements

1. Required Coverage. Owner shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverage:

   (i) Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in

the minimum amount of one million dollars ($1,000,000) for each occurrence and one million dollars ($1,000,000) for each occurrence of bodily injury on a per employee basis.

(ii) Commercial General Liability. One million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations.

(iii) Commercial Automobile Liability, Any Auto. One million dollars ($1,000,000) per accident including owned, non-owned, and hired automobiles.

(iv) Excess coverage of four million dollars ($4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.

(v) Builder's Risk. Owner shall procure and maintain builders' risk insurance (all-risk coverage) or similar policy for an amount equal to one hundred percent of the Agreement sum for the benefit of the Owner, the Contractor, and Subcontractors as their interest may appear. In projects involving no structural change or building construction, this requirement may be waived in writing, at the Contractor's sole option.

2. Policy Endorsements. Insurance coverage required to be maintained by Owner under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance.

3. Certificates. Owner shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to Contractor upon Contractor's reasonable request.

Exhibit F – Certificate of Substantial/Final Completion

PROJECT: _____

DATE: _____

SitelogIQ, Inc. ("SitelogIQ") and Owner Name ("Owner") hereby acknowledge, confirm, and agree that:

1. The Project associated with the Agreement between SitelogIQ and Owner, dated original contract date, including all contract amendments, has reached ☐ substantial/☐ final Completion.

2. The contract value as of ☐ substantial/☐ final completion is $_____.

3. ☐ The Project has reached Substantial Completion and the following terms apply:

    a. The date of substantial completion shall be deemed to be the date upon which the occupation, beneficial use, and enjoyment of a work of improvement by the Owner, excluding any operation only for testing, startup, or commissioning.

    b. A list of minor incomplete and corrective Work to be completed ("Punch List Work") prior to final payment is attached hereto. SitelogIQ and/or its Subcontractors shall complete the Punch List Work on or about insert date of anticipated final completion.

    c. Unless otherwise provided by notice in writing, within five (5) business days of this notice, work is considered substantially complete and receipt of full payment will constitute acknowledgement and release of SitelogIQ from any further obligations, except the 1-year term warranty for workmanship and completion of the outstanding attached punch list items, if any.

    d. Upon completion of the Punch List Work, Owner shall complete and cause to be recorded the attached Notice of Completion.

4. ☐ The Project has reached Final Completion and the following terms apply:

    a. The date of final completion shall be deemed to be the date upon which the occupation, beneficial use, and enjoyment of a work of improvement by the Owner, excluding any operation only for testing, startup, or commissioning, and cessation of work on the Project.

    b. Unless otherwise provided by notice in writing, within five (5) business days of this notice, work is considered complete and receipt of full payment will constitute acknowledgement and release of SitelogIQ from any further obligations, except the 1-year term warranty for workmanship.

    c. Owner shall complete and cause to be recorded the attached Notice of Completion and close the following performance.

5. Owner's failure to sign this certificate of substantial/final completion shall not prohibit SitelogIQ from discharging its performance and payment bonds.

IN WITNESS WHEREOF, the Parties hereto have executed this Certificate of ☐ Substantial/☐ Final Completion as of the day and year of the Date of ☐ Substantial/☐ Final Completion written above.

Alum Rock Union Elementary School District	**SitelogIQ, Inc.**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

Exhibit G – Notice to Proceed

John Gajan
President, West Energy
SitelogIQ, Inc.
1651 Response Road
Suite 300
Sacramento, CA 95815

Re: Notice to Proceed

Dear John Gajan:

This Notice to Proceed is being issued by Alum Rock Union Elementary School District ("Owner") to SitelogIQ, Inc. ("Contractor") pursuant to the 4217 Energy Services Agreement, entered into on December 18, 2025.

This Notice to Proceed authorizes the Work described in Work Order #XX by Exhibit C of the Agreement.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

ACKNOWLEDGED & AGREED TO:

Alum Rock Union Elementary School District	**SitelogIQ, Inc.**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

EXHIBIT C

Photovoltaic Renewable Energy System and EV Charger Installation and Energy Conservation Work Including HVAC and Controls Upgrade and Lighting Retrofit at Alum Rock Union Elementary School District

PROJECT SCOPE OF WORK INDEX

Section 1	Basis of Energy Engineering
Section 2	Lighting Scope of Work
Section 3	HVAC and Pelican Controls Scope of Work at Fischer Middle School
Section 4	HVAC and Pelican Controls Scope of Work at Sheppard Elementary School
Section 5	Solar Plant Scope of Work_
Section 6	Proposed Project Installation Timeline & Coordination
Section 7	Work Milestones
Section 8	Fixed Price Amount
Section 9	Progress Payment Schedule
Section 10	Performance and Payment Bonds
Section 11	Terms and Conditions

1.0 BASIS OF ENERGY ENGINEERING

Forecasted energy savings are the difference between the pre- and post-retrofit period consumption for the equipment included in the scope of Work. The pre-retrofit (or Baseline) data for this project covers the period from October 2024 through September 2025. The Baseline data takes into consideration the quantity of facilities and size; 2024/2025 building operational schedules; 2024/2025 School Calendar and 2024/2025 individual school Bell Schedules; occupancy factors and utilization; utility usage, costs and utility rates along with the available average NREL weather data for the closest weather station. Except weather data, this information has been obtained from the District.

Since Contractor does not control/follow the building/site operations on a day-by-day basis, it is virtually impossible to track the energy consumption and savings from utility bills due to many dynamic factors that are out of Contractor's control. These factors (permanent or temporary) include, but are not limited to: weather changes; changes in the use of any facility and number of occupants (including, but not limited to, staff, faculty and students); changes to the hours of operation of any facility; changes to the control system scheduling; changes or modifications to the equipment or services provided under this Agreement; changes in utility suppliers, method of utility billing, number of days in the billing cycle, utility rates or method of utility purchasing; improper maintenance of the equipment or of any energy-consuming equipment; changes to the equipment or to any facility required by changes to building codes; additions or deletions of energy-consuming equipment; personal portable heaters; refrigerators and vending machines and/or additions or deletions of any facilities (i.e. portable classroom buildings), etc.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see below) will result in lower wattage consumption than Baseline scenario. This measure is not affected by weather changes, HVAC or other unrelated equipment energy consumption that are reflected in the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

- It calculates savings based on District inputs, field measurements, and agreed upon assumptions and stipulations.
- It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.
- It is structured so that the individual measure's savings, as described in Scope of Work, shall not be affected by unrelated building modifications.

In any event, the overall energy use of the facility would be lower than if the energy saving measures (retrofits) identified in the facility solutions project herein had not been implemented.

If desired, Contractor may provide additional utility data analysis and benchmarking based on the standard engineering principals for an additional fee (excluded from this Scope of Work). The District is to notify Contractor in writing no later than thirty (30) days after any changes as outlined above made to the Property that would affect the energy usage at the Property. The District shall make available to Contractor no later than thirty (30) days upon receipt, on a monthly basis for at least one year after Completion and Acceptance Date, copies of required energy bills, energy usage data, and any other such documentation related to changes to energy usage as outlined above.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different ECM's. Equipment brand and/or materials noted herein can be substituted with similar equipment/materials based on the availability and costs at the time of the scheduled installation, constructability and other considerations as determined by the engineer and project manager.

In order to achieve energy savings in the future years and for trouble-free operation, District agrees to maintain and service the equipment and systems included in the Scope of Work per equipment manufacturer's guidelines and in accordance with industry standards as applicable to the specific systems. The District may need to provide accurate preventative maintenance and repair records for any work performed on the systems included herein.

2.0 LIGHTING SCOPE OF WORK

Energy savings are realized as result of the total input watts of the lighting fixtures being reduced. Energy savings resulting from the Lighting System Retrofit have been estimated for each individual light fixture type based on the following simple formula:

Annual Saving, $ = (Existing Watts – New Watts) /1000 x Hours/Year x Utility Rate x N
Where,
Existing Watts – Wattage rating for the existing (Baseline) light fixture
New Watts – New wattage rating for the existing light fixture
Hours/Year – Annual number of "burn-hours" (run hours for different areas)
Utility Rate – Actual weighted composite utility rate, $/kWh
N – Number of light fixtures of the particular type (see below for the actual quantities).

Currently the (9) sites have a mixture of lighting technologies. In general, past modernization and retrofit projects included the upgrading of several sites with first generation electronic ballasts and T8 fluorescent lamps. Areas not inclusive of these past projects are still using older style inefficient older ballasts and T8 fluorescent lamps.

This project will provide a significant energy reduction while improving overall lighting quality. older ballasts and T12/T8 fluorescent lamps included in the Lighting Scope of Work below will be replaced with High Efficiency low 4th generation wattage electronic ballasts coupled with L.E.D. lamps. In addition to the linear fluorescent fixture retrofits, incandescent and CFL lamps identified in the scope of work below will be replaced with L.E.D. lamps or fixtures unless specifically excluded.

Exterior lighting included in this project will be replaced with new L.E.D. fixtures or lamps as applicable.

Expended lighting lamps and ballasts will be disposed of per current EPA regulations. Any lighting ballasts removed that contain PCB's will be treated as Hazardous waste and disposed of per EPA hazardous waste regulations.

Unless specifically requested by the District, the intent of lighting retrofit Work is not to increase the light levels but rather to maintain the existing or better lighting levels while maximize energy savings without re-designing the overall system. In some cases, where the areas are over illuminated (per Illumination Engineering Society recommendations), light levels may be reduced to the recommended levels. Unless specifically requested by the District, the retrofitted lamps will be based on 4000K for interior lamps and 5000K for exterior lamps, unless otherwise noted in listed scope below.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different options. The presented retrofits will not affect the

usability of the buildings or facilities and therefore are not alterations, additions, new construction or modification of the existing systems. As requested by the Customer, the proposed Lighting Retrofits predominantly use L.E.D. retrofit kits combined with electronic drivers. Scope of work includes (460) wireless dimming switches as part of the L.E.D retrofit kit scope. Interior Wrap style fixtures and storage/custodial/mechanical closet spaces are proposed for a Type A lighting retrofit. Additionally, as requested by the customer, included in the lighting scope of work is (6) wireless power pack controllers to add dimming capability to Building C LED fixtures at Ocala STEAM Academy. The scope of work includes in-kind maintenance replacement of old and failing lighting system components with new components of higher efficiency and longer useful life. This retrofit will not modify or alter the existing T-Bar ceiling, existing fixtures or electric wiring; will weigh less than or equal to the existing components and, be installed in the same location. Therefore, as discussed with and directed by the Customer, this scope of work is to be considered maintenance per DSA IR A-22 (Section 3 and Appendix B10) and CAC Section 4-314 and, as a result, this scope of work is exempted from DSA review. Due to the possibility of dissimilar interpretations of regulations, additional cost-incurring system upgrades may be requested. Upon the District requesting changes based on interpretations, the Contractor will provide a written change order to the District for review and approval.

The following rooms at the listed sites below were locked at the time of the lighting audit. As a result, Contractor has assumed fixture type and quantity based on surrounding areas. If those assumptions are incorrect, Contractor will notify District of any additional costs or credits.

- William Sheppard Middle School: Building F unmarked room, Building G football restroom.
- Thomas P. Ryan Elementary: Building B office closet, Building B kitchen storage room.
- Renaissance Academy at Mathson: Building F/G unmarked door.
- Lucha Elementary: Building A yard staff room unmarked door

All the new fixtures listed below are covered with 1-year parts & labor warranty by Contractor and additional 4-year manufacturer's materials warranty.

Below is the Itemized Scope of work below for specific retrofit strategies and fixture totals for each site:

Ben Painter Elementary School

ITEMIZED LIGHTING FIXTURES			
Existing Lighting Type	**QTY**	**Proposed Lighting Solution**	**QTY**
2 Pin PL CFL WALLPACK	4	WPL-40UX/CT G4-OSDL/BTEZ-B	4
2 Pin PL CFL WALLPACK	1	WPM-20UX/CT	1
4 Pin PL CFL 12" SQUARE CANOPY	9	LCP-20-40K	9
A19 CFL CFL A DRUM	1	RP-B-UD-14IN-10L-40K-WC	1
F17T8 1X2 WRAP	1	LT-CD-22-UXL-30/8CT G5 ECO (SR/RC) -SPIR-OSDL/BTEZ-PP3-DC-121	1

F32T8 1X4 WRAP	3	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	3
F32T8 1X4 WRAP	7	(3) L48T8/840/12G-EB; (1) VEL100BN-4C	7
F32T8 1X4 WRAP	1	(3) L48T8/840/12G-EB; (1) VEL100BN-4C; (1) VEM800DV-L TAA	1
F32T8 1X4 WRAP	1	LWA-4UXH-40/8CT XE G4-EM700-OSDL/BTEZ-B	1
F32T8 1X4 WRAP	19	LWA-4UXH-40/8CT XE G4-OSDL/BTEZ-B	19
F32T8 2X4 TROFFER	375	LTR-22-UXL/8CT G6-HD (SR/RC)) -SPIR-OSDL/BTEZ-PP3-DC-121	375
F32T8 4' VAPOR TIGHT	4	LVX-4-UXH-45/8CT XE G4	4
LED LED FLOOD LIGHT	4	Excluded from Scope	0
LED WALLPACK	13	Excluded from Scope	0
		Totals	426

Lucha Elementary School

ITEMIZED LIGHTING FIXTURES			
Existing Lighting Type	**QTY**	**Proposed Lighting Solution**	**QTY**
2 Pin PL CFL CEILING MOUNT VAN FIXT	4	RP-B-UD-14IN-10L-40K-WC	4
4 Pin PL CFL 12" SQUARE CANOPY	29	LCP-20-40K	29
A19 CFL CFL DRUM	1	RP-B-UD-14IN-10L-40K-WC	1
A19 INCANDESCENT 8" SQUARE	3	(1) KT-LED9A19-O-840-UV /G2	3
F32T8 1X4 BOX TROFFER	25	LT-CD-14-UXL-30/8CT G5 ECO -SPIR-OSDL/BTEZ-PP3-DC-121- ;SMK-14 ECO	25
F32T8 1X4 BOX TROFFER	4	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	4
F32T8 1X4 WRAP	13	LWA-4UXH-40/8CT XE G4-OSDL/BTEZ-B	13
F32T8 1X4 WRAP	1	LWA-4UXH-40/8CT XE G4-EM700-OSDL/BTEZ-B	1
F32T8 2X4 BOX TROFFER	59	LT-CD-22-UXL-30/8CT G5 ECO (SR/RC) -SPIR-OSDL/BTEZ-PP3-DC-121; -SMK-24 ECO	59
F32T8 2X4 TROFFER	144	LTR-22-UXL/8CT G6-HD (SR/RC)) -SPIR-OSDL/BTEZ-PP3-DC-121	144
F32T8 4' STRIP W/ WIREGUARD	6	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	6
FB32T8/1.625 2'X2' TROFFER	3	(2) LB48T8U6/840/13P-AB; (1) VEL50BN-2C	3
LED LED 6" CANS	4	Excluded from Scope	0
		Totals	292

Lyndale Elementary School

ITEMIZED LIGHTING FIXTURES			
Existing Lighting Type	**QTY**	**Proposed Lighting Solution**	**QT**

			Y
2 Pin PL CFL 11" CIRCULAR DECO	4	RP-B-UD-14IN-10L-40K-WC	4
2 Pin PL CFL SMALL FLOOD	2	FL-15/50K	2
2 Pin PL CFL WALLPACK	2	WPL-40UX/CT G4-OSDL/BTEZ-B	2
4 Pin PL CFL 12" SQUARE CANOPY	30	LCP-20-40K	30
A19 CFL 11" CIRCULAR DECO	2	RP-B-UD-14IN-10L-40K-WC	2
A19 CFL CFL DRUM	3	RP-B-UD-14IN-10L-40K-WC	3
F32T8 2X4 TROFFER	60	LTR-22-UXL/8CT G6-HD (SR/RC)) -SPIR-OSDL/BTEZ-PP3-DC-121	60
F32T8 1X4 BOX TROFFER	24	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	24
F32T8 1X4 BOX TROFFER	102	LT-CD-14-UXL-30/8CT G5 ECO -SPIR-OSDL/BTEZ-PP3-DC-121- ;SMK-14 ECO	102
F32T8 1X4 WRAP	3	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	3
F32T8 1X4 WRAP	2	LWA-4UXH-40/8CT XE G4-EM700-OSDL/BTEZ-B	2
F32T8 1X4 WRAP	37	LWA-4UXH-40/8CT XE G4-OSDL/BTEZ-B	37
F32T8 1X8 BOX TROFFER	87	LT-CD-14-UXL-30/8CT G5 ECO -SPIR-OSDL/BTEZ-PP3-DC-121- ;SMK-14 ECO	174
F32T8 2X4 TROFFER	139	LTR-22-UXL/8CT G6-HD (SR/RC)) -SPIR-OSDL/BTEZ-PP3-DC-121	139
F32T8 4'STRIP W/WIREGUARD	12	(1) L48T8/840/12G-EB; (1) VEL50BN-2C	12
F32T8 4'STRIP W/WIREGUARD	2	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	2
LED FLOOD LIGHT	5	Excluded from Scope	0
LED Corncob LED FLOOD	2	Excluded from Scope	0
LED WALLPACKS	5	Excluded from Scope	0
MH PARKING LOT POLES	9	(1) ALX-150UX/CT; (1) ALX-ASR; (1) SHF-OSDL/IR-PP1-LV-10V-A01	9
		Totals	**607**

Hubbard Media Arts Academy

ITEMIZED LIGHTING FIXTURES			
Existing Lighting Type	**QTY**	**Proposed Lighting Solution**	**QTY**
2 Pin PL CFL DECO WALL SCONCE	4	(1) KT-LED94P-H-8CSE-S	4
2 Pin PL CFL STEP LIGHTS	12	(2) KT-LED94P-H-8CSE-S; (2) ICF-2S26-H1-LD	12
2 Pin PL CFL WALLPACK	15	WPL-40UX/CT G4-OSDL/BTEZ-B	15
4 Pin PL CFL 12" SQUARE CANOPY	25	LCP-20-40K	25
4 Pin PL CFL 6" CANS	4	(1) CDL-6LE-UX/9CT G2 -WLC/BTEZ-B	4

4 Pin PL CFL 6" CANS	4	(1) CDL-6LE-UX/9CT G2 -WLC/BTEZ-B ; (1) KT-EMRG-LED-12-1200-AC / DF	4
4 Pin PL CFL BOLLARD'S	4	(1) KT-LED94P-H-8CSE-S	4
4 Pin PL CFL MEDIUM WALLPACK	5	WPL-40UX/CT G4-OSDL/BTEZ-B	5
4' WALLWASH	4	(2) L48T5HE/840/13P-EB; (1) VEL50BN-2C; (1) VEM800DV-L TAA	4
A19 INCANDESCENT 11" SQUARE	3	(1) KT-LED9A19-O-840-UV /G2	3
F14T5 2' VANITY	3	(1) L24T5/840/12P-EB; (1) VEL50BN-2C	3
F17T8 2' STRIP	1	(2) L24T8/840/10G-EB; (1) VEL50BN-2C	1
F17T8 2'X2' WRAP	2	LT-CD-22-UXL-30/8CT G5 ECO (SR/RC) -SPIR-OSDL/BTEZ-PP3-DC-121	2
F28T5HE 4' DIRECT INDIRECT	2	(3) L48T5HE/840/13P-EB; (1) VEL100BN-4C	2
F28T5HE 4' WALLWASH	3	(2) L48T5HE/840/13P-EB; (1) VEL50BN-2C	3
F28T5HE 8' DIRECT INDIRECT	1	(4) L48T5HE/840/13P-EB; (1) VEL100BN-4C	1
F28T5HE 8' DIRECT INDIRECT	4	(4) L48T5HE/840/13P-EB; (1) VEL100BN-4C; (1) VEM800DV-L TAA	4
F32T8 1X4 WRAP	8	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	8
F32T8 1X4 WRAP	2	(2) L48T8/840/12G-EB; (1) VEL50BN-2C; (1) VEM800DV-L TAA	2
F32T8 1X4 WRAP	2	LWA-4UXH-40/8CT XE G4-EM700-OSDL/BTEZ-B	2
F32T8 1X4 WRAP	63	LWA-4UXH-40/8CT XE G4-OSDL/BTEZ-B	63
F32T8 2X4 BOX TROFFER	20	LT-CD-22-UXL-30/8CT G5 ECO (SR/RC) -SPIR-OSDL/BTEZ-PP3-DC-121; -SMK-24 ECO	20
F32T8 2X4 BOX TROFFER	9	(3) L48T8/840/12G-EB; (1) VEL100BN-4C	9
F32T8 2X4 TROFFER	1	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	1
F32T8 2X4 TROFFER	8	(3) L48T8/840/12G-EB; (1) VEL100BN-4C	8
F32T8 2X4 TROFFER	436	LTR-22-UXL/8CT G6-HD (SR/RC)) -SPIR-OSDL/BTEZ-PP3-DC-121	436
F32T8 4' STRIP	5	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	5
F32T8 4'X4' BOX TROFFER	28	LT-CD-22-UXL-30/8CT G5 ECO (SR/RC) -SPIR-OSDL/BTEZ-PP3-DC-121; -SMK-24 ECO	56
F32T8 8' STRIP	48	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	48
FB32T8/1.625 2X2 TROFFER	3	(2) LB48T8U6/840/13P-AB; (1) VEL50BN-2C	3
FB32T8/1.625 2X2 TROFFER	1	(2) L48T8/840/12G-EB; (1) VEL50BN-2C; (1) VEM800DV-L TAA	1
LED 2X4 TROFFER	4	Excluded from Scope	0
		Totals	**758**

ITEMIZED LIGHTING FIXTURES			
Existing Lighting Type	**QTY**	**Proposed Lighting Solution**	**QTY**
2 Pin PL CFL 12" SQUARE CANOPY	7	LCP-20-40K	7
2 Pin PL CFL 4" CANS	8	(1) CDL-4LE-UX/9CT G2 -WLC/BTEZ-B	8
2 Pin PL CFL 6" CANS	1	(1) CDL-6LE-UX/9CT G2 -WLC/BTEZ-B	1
2 Pin PL CFL WALLPACK	7	WPL-40UX/CT G4-OSDL/BTEZ-B	7
2 Pin PL CFL WALLPACK	50	WPM-20UX/CT	50
4 Pin PL CFL STEP LIGHTS	12	KT-LED62P-HS-840-D	12
F17T8 2'X2' WRAP	1	(2) L24T8/840/10G-EB; (1) VEL50BN-2C	1
F32T8 1X4 BOX TROFFER	2	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	2
F32T8 1X4 BOX TROFFER	2	LT-CD-14-UXL-30/8CT G5 ECO -SPIR-OSDL/BTEZ-PP3-DC-121- ;SMK-14 ECO	2
F32T8 1X4 BOX TROFFER	1	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	1
F32T8 1X4 INDUSTRIAL HOOD W/ WIRE GUARD	6	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	6
F32T8 1X4 STRIP W/ PLASTIC TUBE COVER	32	(3) L48T8/840/12G-EB; (1) VEL100BN-4C	32
F32T8 1X4 WRAP	108	LWA-4UXH-40/8CT XE G4-OSDL/BTEZ-B	108
F32T8 2X4 BOX TROFFER	6	(3) L48T8/840/12G-EB; (1) VEL100BN-4C	6
F32T8 2X4 BOX TROFFER	81	LT-CD-22-UXL-30/8CT G5 ECO (SR/RC) -SPIR-OSDL/BTEZ-PP3-DC-121; -SMK-24 ECO	81
F32T8 2X4 TROFFER	436	LTR-22-UXL/8CT G6-HD (SR/RC)) -SPIR-OSDL/BTEZ-PP3-DC-121	436
F32T8 8' INDUSTRIAL HOODS W/ WIREGUARD	17	(4) L48T8/840/12G-EB; (1) VEL100BN-4C	17
F32T8 8' INDUSTRIAL HOODS W/ WIREGUARD	2	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	2
F32T8 8' UP LIGHTING LOUVER	40	(4) L48T8/840/12G-EB; (1) VEL100BN-4C	40
LED LED 2X4 DOOR KITS	12	Excluded from Scope	0
MH SHOEBOX AREA LIGHT	11	(1) ALX-150UX/CT; (1) ALX-ASR; (1) SHF-OSDL/IR-PP1-LV-10V-A01	11
PAR38 24" METAL HAT	6	(1) KT-LED10PAR30-F-840 /G2	6
		Totals	**836**

Russo/McEntee Academy

ITEMIZED LIGHTING FIXTURES			
Existing Lighting Type	**QTY**	**Proposed Lighting Solution**	**QTY**
2 Pin PL CFL WALLPACK	5	WPL-40UX/CT G4-OSDL/BTEZ-B	5
F17T8 2'X2' WRAP	1	LT-CD-22-UXL-30/8CT G5 ECO (SR/RC) -SPIR-OSDL/BTEZ-PP3-DC-121	1

F17T8 2'X2' WRAP	7	(2) L24T8/840/10G-EB; (1) VEL50BN-2C	7
F32T8 1X4 WRAP	19	LWA-4UXH-40/8CT XE G4-OSDL/BTEZ-B	19
F32T8 1X4 WRAP	2	(4) L48T8/840/12G-EB; (1) VEL100BN-4C	2
F32T8 2X4 TROFFER	144	LTR-22-UXL/8CT G6-HD (SR/RC)) -SPIR-OSDL/BTEZ-PP3-DC-121	144
		Totals	178

San Antonio Elementary

ITEMIZED LIGHTING FIXTURES			
Existing Lighting Type	**QTY**	**Proposed Lighting Solution**	**QTY**
4 Pin PL CFL 12" SQUARE CANOPY	2	LCP-20-40K	2
4 Pin PL CFL 6" CAN	2	(1) CDL-6LE-UX/9CT G2 -WLC/BTEZ-B	2
4 Pin PL CFL 8" CANS	3	(1) CDL-8LE-UX/9CT G2 -WLC/BTEZ-B	3
4 Pin PL CFL CFL HIGH BAY FIXTURE	16	(1) KT-RHLED150PS-12CD-OSD-8CSB-VDIM-P; (1) PIR-B; (1) KT-RHLED-SM-2-KIT/G2	16
4 Pin PL CFL DOWN LIGHTING WALLPACK	26	WPL-40UX/CT G4-OSDL/BTEZ-B	26
F32T8 12' LOUVER	3	(6) L48T8/840/12G-EB; (1) VEL100BN-4C; (1) VEL50BN-2C	3
F32T8 1X4 WRAP	3	(1) L48T8/840/12G-EB; (1) VEL50BN-2C	3
F32T8 1X4 WRAP	10	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	10
F32T8 1X4 WRAP	6	LWA-4UXH-40/8CT XE G4-EM700-OSDL/BTEZ-B	6
F32T8 1X4 WRAP	33	LWA-4UXH-40/8CT XE G4-OSDL/BTEZ-B	33
F32T8 2X4 BOX TROFFER	10	LT-CD-22-UXL-30/8CT G5 ECO (SR/RC) -SPIR-OSDL/BTEZ-PP3-DC-121; -SMK-24 ECO	10
F32T8 2X4 CENTER BASKET TROFFER	31	LTR-22-UXL/8CT G6-HD (SR/RC)) -SPIR-OSDL/BTEZ-PP3-DC-121	31
F32T8 2X4 TROFFER	417	LTR-22-UXL/8CT G6-HD (SR/RC)) -SPIR-OSDL/BTEZ-PP3-DC-121	417
F32T8 4' INDUSTRIALHOOD W/ WIREGUARD	3	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	3
F32T8 4' STRIP	1	(1) L48T8/840/12G-EB; (1) VEL50BN-2C	1
F32T8 4' STRIP	1	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	1
F32T8 4' WRAP	2	LWA-4UXH-40/8CT XE G4-OSDL/BTEZ-B	2
F32T8 4' WRAP	1	(1) L48T8/840/12G-EB; (1) VEL50BN-2C	1
F32T8 8' INDUSTRIAL HOODS W/ WIREGUARD	2	(4) L48T8/840/12G-EB; (1) VEL100BN-4C	2
		Totals	572

Ryan STEAM Academy

ITEMIZED LIGHTING FIXTURES

Existing Lighting Type	QTY	Proposed Lighting Solution	QTY
2 Pin PL CFL 4" CAN	1	(1) CDL-4LE-UX/9CT G2 -WLC/BTEZ-B	1
2 Pin PL CFL WALLPACK	6	WPL-40UX/CT G4-OSDL/BTEZ-B	6
4 Pin PL CFL 12" SQUARE CANOPY	20	LCP-20-40K	20
A19 CFL CFL DRUM	3	RP-B-UD-14IN-10L-40K-WC	3
F17T8 2X2 STRIP	2	(2) L24T8/840/10G-EB; (1) VEL50BN-2C	2
F17T8 2'X2' WRAP	7	LT-CD-22-UXL-30/8CT G5 ECO (SR/RC) -SPIR-OSDL/BTEZ-PP3-DC-121	7
F32T8 1X4 BOX TROFFER	3	LT-CD-14-UXL-30/8CT G5 ECO -SPIR-OSDL/BTEZ-PP3-DC-121- ;SMK-14 ECO	3
F32T8 1X4 WRAP	5	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	5
F32T8 1X4 WRAP	1	(4) L48T8/840/12G-EB; (1) VEL100BN-4C	1
F32T8 1X4 WRAP	56	LWA-4UXH-40/8CT XE G4-OSDL/BTEZ-B	56
F32T8 2X4 BOX TROFFER	50	LT-CD-22-UXL-30/8CT G5 ECO (SR/RC) -SPIR-OSDL/BTEZ-PP3-DC-121; -SMK-24 ECO	50
F32T8 2X4 TROFFER	59	LTR-22-UXL/8CT G6-HD (SR/RC)) -SPIR-OSDL/BTEZ-PP3-DC-121	59
F32T8 2X4 WRAP	4	LWA-4UXH-40/8CT XE G4-OSDL/BTEZ-B	4
F32T8 4' WRAP	6	LWA-4UXH-40/8CT XE G4-OSDL/BTEZ-B	6
F32T8 8' WRAP	52	LWA-4UXH-40/8CT XE G4-OSDL/BTEZ-B	104
F32T8 PENDENT 2X4 BOX TROFFER	72	LT-CD-22-UXL-30/8CT G5 ECO (SR/RC) -SPIR-OSDL/BTEZ-PP3-DC-121; -SMK-24 ECO	72
FB32T8/1.625 2X2 TROFFER	3	(2) LB48T8U6/840/13P-AB; (1) VEL50BN-2C	3
LED LED 1X4 FLAT PANEL	12	Excluded from Scope	0
LED 1X4 WRAP	9	Excluded from Scope	0
LED LED FLOOD LIGHT	3	Excluded from Scope	0
		Totals	402

William Sheppard Middle School

ITEMIZED LIGHTING FIXTURES			
Existing Lighting Type	QTY	Proposed Lighting Solution	QTY
2 Pin PL CFL 11" CIRCULAR DECO	1	RP-B-UD-14IN-10L-40K-WC	1
2 Pin PL CFL WALLPACK	6	WPL-40UX/CT G4-OSDL/BTEZ-B	6
4 Pin PL CFL 12" SQUARE CANOPY	37	LCP-20-40K	37
A19 CFL CFL A DRUM	4	RP-B-UD-14IN-10L-40K-WC	4
A19 INCANDESCENT JELLY JARS	5	(1) KT-LED9A19-O-840-UV /G2	5

F32T8 1X4 BOX TROFFER	2	(3) L48T8/840/12G-EB; (1) VEL100BN-4C	2
F32T8 1X4 BOX TROFFER	47	LT-CD-14-UXL-30/8CT G5 ECO -SPIR-OSDL/BTEZ-PP3-DC-121- ;SMK-14 ECO	47
F32T8 1X4 WRAP	22	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	22
F32T8 1X4 WRAP	95	LWA-4UXH-40/8CT XE G4-OSDL/BTEZ-B	95
F32T8 2X4 TROFFER	367	LTR-22-UXL/8CT G6-HD (SR/RC)) -SPIR-OSDL/BTEZ-PP3-DC-121	367
F32T8 4' STRIP	6	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	6
F32T8 4' STRIP	1	(1) L48T8/840/12G-EB; (1) VEL50BN-2C	1
F32T8 4' STRIP W/ WIREGUARD	15	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	15
F32T8 4' VAPOR TIGHT	6	(2) L48T8/840/12G-EB; (1) VEL50BN-2C	6
F32T8 4' VAPOR TIGHT	6	LVX-4-UXH-45/8CT XE G4	6
F32T8 4'X4' SHOE BOX TROFFER	24	LT-CD-22-UXL-30/8CT G5 ECO (SR/RC) -SPIR-OSDL/BTEZ-PP3-DC-121; -SMK-24 ECO	48
F32T8 BOX 2X4 TROFFER	15	LT-CD-22-UXL-30/8CT G5 ECO (SR/RC) -SPIR-OSDL/BTEZ-PP3-DC-121; -SMK-24 ECO	15
LED 12" SQUARE CANOPY	7	Excluded from Scope	0
LED 4' LED PENDENT	3	Excluded from Scope	0
LED 6" CANS	24	Excluded from Scope	0
LED 8' LED PENDENT	6	Excluded from Scope	0
LED FLOOD LIGHT	7	Excluded from Scope	0
LED PENDENT	15	Excluded from Scope	0
LED TRACK LIGHT	27	Excluded from Scope	0
MH LARGE FLOOD FIXTURE	1	(1) ALX-150UX/CT; (1) ALX-ASR; (1) SHF-OSDL/IR-PP1-LV-10V-A01	1
		Totals	684

2.1 Lighting System Terms and Definitions

- INC Standard Incandescent style lamp
- LED Light Emitting Diode technology
- EB Electronic Ballast
- T-8 High Efficient 8/8" diameter lamp
- T-5HE High Output 5/8" diameter lamp
- CFL Compact Fluorescent Lamp
- MH Metal Halide
- PAR Parabolic Almunized Reflector lamp
- PC Photocell
- Flood A type of exterior lighting fixture possessing directional capabilities.
- CFL Compact Fluorescent Lamp

- NEW Means a "new" fixture is to be installed, and not retrofitted
- PC Photocell

2.2 Lighting Scope of Work Exclusions

The above Scope of Work excludes the following:

- Repair of any preexisting electrical distribution problems. Upgrade of pre-existing power quality issues including but not limited to LED flickering due to grounding issues, etc. Repair or replacement of any existing lighting controls & scheduling (to remain as-is) including older controls incompatibility; new lighting controls for interior Type A lighting scope; incompatible technology; dimmable ballasts for interior Type A lighting scope.
- All existing LED lighting unless otherwise listed in the above scope of work, all Stadium lighting, all cracked/yellow lenses that requires custom order to be replaced, all cracked/yellow lenses for any existing LED fixtures.
- LED lighting retrofit at Millard McCollam Elementary, Linda Vista Elementary, Ocala STEAM Academy, Clyde L. Fischer Middle School.
- Replacement of Ocala STEAM Academy Building C LED fixtures due to 0-10V dimming incompatibility.
- Asbestos, ballasts leaking PCB, lead removal, sheetrock work, framing, stucco, painting of any kind (if needed).
- Title 24 design & documentation (exempted); DSA fees, permits, reviews, and approvals (exempted).
- New acoustical ceiling tiles for the existing T-bar grid unless broken by Contractor; Seismic Strapping.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- All exterior lighting work is to be completed during normal hours and all interior lighting work is to be completed during shift hours. Any request by District to change working times may result in a change order for added overtime rates.
- Any items not specified in this scope of work.

3.0 HVAC AND PELICAN CONTROLS SCOPE OF WORK AT FISCHER MIDDLE SCHOOL

As requested, SitelogIQ will be replacing the existing outdated HVAC equipment that serves the Fischer Middle School permanent Classrooms, Administration Building and the MPR. The current HVAC systems serving the Locker Rooms will remain as-is and are not part of this proposal.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different ECM's. Equipment brand and/or materials noted herein can be substituted with similar equipment/materials based on the availability and costs

at the time of the scheduled installation, constructability and other considerations as determined by the engineer and project manager.

SitelogIQ will be providing a total of (44) Variable Refrigerant Volume Heat Pump systems with (48) fan coils for the replacements at the Fischer Middle School.

The existing controls campus wide will be replaced with (56) Pelican model TC3 or equal, 365-Day programmable, internet-programmable thermostats with CO2 sensing capabilities. The Pelican thermostats provided, come with the initial 1-year "Standard" Pelican subscription. After the initial 1-year period has lapsed, it is the customers responsibility to renew the "Standard" subscription at the rate published by the thermostat vendor, if they desire to continue the use of "Standard" subscription options. The Pelican thermostats will continue to operate with the "Basic "subscription options after the initial 1-year period at no additional cost. CO2 levels sensing is for informational purposes only with a notification when 1,100 PPM concentration is being exceeded. Unless the HVAC system is equipped with DCV, these sensors will not shut down HVAC units, adjust outside air supply rates, or override any other controls aspect of HVAC equipment when PPM measurements are above the pre-set threshold.

The new equipment, as identified below, is selected based on the energy efficiency, weight, configuration, and economic viability. The existing HAVC systems and controls will be removed and properly disposed of or abandoned in place. If the customer wishes to save any of this equipment that can be coordinated during the project scheduling.

The Work described herein is limited to HVAC systems only. As it has been determined during project development, no existing building structural elements will be affected or altered by the proposed HVAC retrofit. According to State of California Division of State Architect Office of Regulation Service Policy IR A-22 (Revised on 04/23/2025), and applicable Sections 17280-17316 of the California Education Codes, this project falls into the categories of non-structural Work. This Work does not infringe on the Life Safety Systems, if any. Therefore, concurrence from Department of State Architect is exempted based on the considered herein reasons.

Unless specified otherwise, it is Contractor's intent to maximally re-use the existing air distribution systems, any pre-existing supports, electrical, gas & condensate drain connections and other existing HVAC system components. It is assumed that these system components to be re-used are in good operational order and no repairs or replacements are needed.

SitelogIQ has made certain design engineering and estimating assumptions for all Work prior to completion of the final engineering and construction. Though unanticipated, there may be some changes to the scope of work based on the unknown pre-existing conditions. Should they arise; a fair and equitable solution will be negotiated in good faith between the Customer and SitelogIQ for any additional costs required.

In general, the original plans by Bill Gould Design Architects DSA Approved on 05/05/2008 were used as a basis of design for the new mechanical systems. The selections of the new HVAC

equipment are also based on the following main design parameters for the cooling/heating load calculations:

- Outdoor design temperatures are (Title 24 required climate data for San Jose, CA):
  - 86° F DB / 66° F WB - Summer
  - 36° F DB - Winter
- Bldg. Structure U-values: walls – estimated for the various existing structures based on record drawings.
- Lighting load was estimated at 1.0 W/Sq. ft.
- Occupancy loads and ventilation are calculated based on 2022 Building Energy Efficiency Standards Table 120.1-A – Minimum Ventilation rates.
- Zone temperature settings are: 75° F – Occupied Cooling
  90° F – Unoccupied Cooling
  70° F – Occupied Heating
  55° F – Unoccupied Heating

For HVAC systems installed at **Fischer Middle School**, SitelogIQ will furnish necessary Engineered CAD drawings prepared by an independent Mechanical & Electrical Engineers licensed in the State of California. Engineered set of plans will consist of Mechanical, Electrical and Structural (as needed) drawings.

SitelogIQ will use the current 2022 Title-24, 2022 California Building Code (CBC), 2022 California Plumbing Code (CPC), 2022 California Mechanical Code (CMC), the National Electrical Code (NEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards.

The following is the general HVAC Scope of Work to be performed at the ***Fischer Middle School*** for all affected systems:

- Provide necessary rigging and trucking of new/old equipment to/from the project site.
- Safe off electrical, water & drain the existing Boiler system, Air Handling Units (AHU's) serving the administration and classroom wings, abandon in place. *(Note: the Locker Room building system will remain as-is)*
- Remove and properly dispose of (1) Roof Mounted Package unit serving the MPR.
- Remove the internal components from (41) Airdale cabinets and properly dispose of.
- Remove and properly dispose of the (1) AHU and (1) condensing unit serving the administration area.
- Fabricate and install (41) return/mixed air stands. Install the stands in the existing Airdale cabinets.
- Provide and install (41) Multi-position HP fan coils on the return/mixed air stands.
- Provide and install (7) ductless fan coils per the design drawings. (1) in the HCAA Room in the MPR building and (6) in the Administration offices.
- Provide and install (1) Energy Recovery Ventilator (ERV), to provide the required outside air to the administration offices.

- Provide and install (1) gas electric package unit for the MPR. Unit will be installed on the existing platform, located on the roof.
- Fabricate and install insulated blank off plates with Outside Air opening that will be installed over the existing Airdale louver, on the interior of the building.
- Provide and install Outside Air ducting from the opening in the blank off plate to the Return/Mixed air stand.
- Provide and install (44) HP outdoor units on roofed in sleepers, above the fan coil locations.
- Modify the existing Airdale electrical to provide power to the newly installed HP's and fan coils.
- Provide and install insulated refrigerant line sets, as required.
- Provide and install (44) roof penetrations to support the systems installation.
- Provide sheet metal transitions as required to connect new units to existing duct openings.
- Furnish and install weather tight sealant on seams, joints and connections on equipment and ductwork replaced in this project to ensure full weather seal.
- Reconnect existing electrical service to new MPR equipment, replace disconnects as required.
- Connect new equipment to existing condensate lines as required.
- Run gas piping from the existing medium pressure line to the newly installed gas electric package unit located on the MPR.
- Provide and install (1) Pelican Pearl for the MPR unit, to control Demand Control Ventilation.
- Provide and install (1) Pelican gateway.
- Provide and install Pelican repeaters as required for a complete functioning system.
- Provide and install (56) Pelican TC3 thermostats indicated above. *(Note: (8) additional thermostats are included for the portable classrooms.)*
- Provide and install Pelican controls for the existing Locker Room HVAC system.
- Contractor's technicians will perform a complete start-up and test of new equipment to ensure proper system operation.
- Daily removal of debris created by Contractor personnel.
- One-year warranty on Contractor's provided equipment and workmanship. Warranty starts from the day of equipment start-up.

The quantities, sizes and location of all new HVAC units are listed below:

Proposed Systems						
Fischer Middle School						
Location	**Qty**	**Nominal Tons**		**Brand**	**Cooling**	**Heating Efficiency,**

			Type		Efficiency	AFUE, %
Attendance Office	1	0.5	Split/HP	Carrier or Similar	24 SEER2	N/A
Work Room Office, Office, Principal	3	1.0	Split/HP	Carrier or Similar	23 SEER2	N/A
Nurse & Hallway	2	1.5	Split/HP	Carrier or Similar	24 SEER2	N/A
Work Room Office	1	2.0	Split/HP	Carrier or Similar	24 SEER2	N/A
Reception	1	2.5	Split/HP	Carrier or Similar	24 SEER2	N/A
Staff Lounge	1	3.0	Split/HP	Carrier or Similar	17.2 SEER2	N/A
Classrooms	37	4.0	Split/HP	Carrier or Similar	18 SEER2	N/A
Fitness Rooms	2	5.0	Split/HP	Carrier or Similar	17.5 SEER2	N/A

Notes:

Split HP- Inverter Driven Heat Pump Split System

3.1 Fischer Middle School HVAC and Pelican Controls Scope of Work Exclusions

The above Scope of Work excludes the following:

- The price does not include any amounts for changes in taxes, commodity pricing fluctuations, tariffs, or other similar charges that are enacted after the date of this quotation. Contractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, commodity pricing fluctuations, tariffs, or similar charges due to such changes including,

without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.

- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution, control systems, and weather proofing/roofing found in disrepair or not compliant to code; air balancing of air distribution system unless specifically noted above; duct leakage testing or repairs; structural upgrades. Any and all systems and defects which require repairs/replacements as a result of pre-existing conditions.
- Sheetrock work, Framing, Stucco, Painting; Plumbing; Fire Sprinklers; Acoustical engineering and noise reduction provisions, Fire and Life Safety equipment and its components.
- Upgrade of the existing overall site electrical service capacity, if required for the new units.
- Rigid conduit, the project is based on using EMT.
- DDC control replacement and upgrades.
- Economizers where not required by code.
- Upgrades or replacement of the existing HVAC equipment that is serving the Locker Rooms, or any other areas not specifically addressed above.
- Air balance of the existing distribution.
- Humidity control, control of outside based on CO2, demand control ventilation, and installation of pearl economizer modules, unless stated above.
- Wi-fi/internet connections set up at District's sites.
- Any additional thermostats. New Controls for mechanical equipment, evaporative coolers and lighting systems that are not specifically addressed above. Existing DDC systems replacements or upgrades.
- Any and all hazardous materials work, i.e., asbestos, lead abatement etc.
- All intrusive work will be coordinated with the District to take place during normal instructional hours or shift hours, Monday-Friday during weekdays. Overtime, Weekend and Holiday work are excluded.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- DSA fees, IOR fees (to be paid directly by the Customer).
- Any items not specified in this Scope of Work.

4.0 HVAC AND PELICAN CONTROLS SCOPE OF WORK AT SHEPPARD MIDDLE SCHOOL

As requested, SitelogIQ will be replacing the existing outdated HVAC equipment that serves the Sheppard Middle School MPR. The current HVAC systems serving the rest of the campus will remain as-is and are not part of this proposal.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different ECM's. Equipment brand and/or materials noted herein can be substituted with similar equipment/materials based on the availability and costs

at the time of the scheduled installation, constructability and other considerations as determined by the engineer and project manager.

SitelogIQ will be providing a total of (1) Variable Refrigerant Volume (VRF) Heat Pump system with (3) fan coils and (1) Inverter Driven Heat Pump System with (1) Ductless Fan Coil for the HVAC upgrades at Sheppard Elementary School MPR.

The existing MPR controls will be replaced with (2) Pelican model TC3 or equal, 365-Day programmable, internet-programmable thermostats with CO2 sensing capabilities. The Pelican thermostats provided, come with the initial 1-year "Standard" Pelican subscription. After the initial 1-year period has lapsed, it is the customers responsibility to renew the "Standard" subscription at the rate published by the thermostat vendor, if they desire to continue the use of "Standard" subscription options. The Pelican thermostats will continue to operate with the "Basic "subscription options after the initial 1-year period at no additional cost. CO2 levels sensing is for informational purposes only with a notification when 1,100 PPM concentration is being exceeded. Unless the HVAC system is equipped with DCV, these sensors will not shut down HVAC units, adjust outside air supply rates, or override any other controls aspect of HVAC equipment when PPM measurements are above the pre-set threshold.

The new equipment, as identified below, is selected based on the energy efficiency, weight, configuration, and economic viability. The existing HAVC systems and controls will be removed and properly disposed of or abandoned in place. If the customer wishes to save any of this equipment that can be coordinated during the project scheduling.

The Work described herein is limited to HVAC systems only. As it has been determined during project development, no existing building structural elements will be affected or altered by the proposed HVAC retrofit. According to State of California Division of State Architect Office of Regulation Service Policy IR A-22 (Revised on 04/23/2025), and applicable Sections 17280-17316 of the California Education Codes, this project falls into the categories of non-structural Work. This Work does not infringe on the Life Safety Systems, if any. Therefore, concurrence from Department of State Architect is exempted based on the considered herein reasons.

Unless specified otherwise, it is Contractor's intent to maximally re-use the existing air distribution systems, any pre-existing supports, electrical, gas & condensate drain connections and other existing HVAC system components. It is assumed that these system components to be re-used are in good operational order and no repairs or replacements are needed.

SitelogIQ has made certain design engineering and estimating assumptions for all Work prior to completion of the final engineering and construction. Though unanticipated, there may be some changes to the scope of work based on the unknown pre-existing conditions. Should they arise; a fair and equitable solution will be negotiated in good faith between the Customer and SitelogIQ for any additional costs required.

In general, the original plans by Goudie & Griffin Architects DSA Approved on 06/14/1961 and The Steinberg Group DSA Approved on 08/26/99 were used as a basis of design for the new mechanical systems. The selections of the new HVAC equipment are also based on the following main design parameters for the cooling/heating load calculations:

- Outdoor design temperatures are (Title 24 required climate data for San Jose, CA):
  - 86° F DB / 66° F WB - Summer
  - 36° F DB - Winter
- Bldg. Structure U-values: walls – estimated for the various existing structures based on record drawings.
- Lighting load was estimated at 1.0 W/Sq. ft.
- Occupancy loads and ventilation are calculated based on 2022 Building Energy Efficiency Standards Table 120.1-A – Minimum Ventilation rates.
- Zone temperature settings are: 75° F – Occupied Cooling
  90° F – Unoccupied Cooling
  70° F – Occupied Heating
  55° F – Unoccupied Heating

For HVAC systems installed at **Sheppard Elementary School**, SitelogIQ will furnish necessary Engineered CAD drawings prepared by an independent Mechanical & Electrical Engineers licensed in the State of California. Engineered set of plans will consist of Mechanical, Electrical and Structural (as needed) drawings.

SitelogIQ will use the current 2022 Title-24, 2022 California Building Code (CBC), 2022 California Plumbing Code (CPC), 2022 California Mechanical Code (CMC), the National Electrical Code (NEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards.

The following is the general HVAC Scope of Work to be performed at the ***Sheppard Elementary School*** for all affected systems:

- Provide necessary rigging and trucking of new/old equipment to/from the project site.
- Safe off electrical and gas to the existing Heating Ventilating unit, abandon in place.
- Provide and install (1) Custom Mechanical Enclosure, enclosure will be floor mounted in the middle of the Northeast wall of the MPR.
- Provide and install (3) multi-position fan coils, the fan coils will be installed in the Custom Mechanical Enclosures above.
- Provide (1) VRF outdoor heat pump system, systems will be mounted in the adjacent fenced in area on a preexisting pad.
- Provide and install (1) Ductless fan coil to serve the stage area.
- Provide and install (1) inverter drive heat pump outdoor unit for the stage area. The unit will be installed above the indoor fan coil on roofed in sleepers with sheet metal caps.
- Provide and install exposed spiral ducting and supports from the Custom Mechanical Enclosure down the middle of the MPR. The ducting will be tight to ceiling.

- Fabricate and install sheet metal transitions as required.
- Provide and install weather tight sealant on seams, joints and connections on equipment and ductwork replaced in this project to ensure full weather seal.
- Provide and installed required refrigerant piping and insulation, with required supports.
- Provide and install condensate piping to the nearest point of termination.
- Provide required electrical services from existing site panels to the new equipment locations in EMT, with wiring and new disconnects as required.
- Provide and install required mounting hardware to support unit installations.
- Install required control wire and conduit.
- Install (2) Pelican C3 thermostat with CO2 monitoring capabilities for the newly installed equipment.
- Provide and install (1) Pelican Pearl economizer control modules as required for Demand Control Ventilation.
- Provide and install (1) Pelican gate way.
- Contractor's technicians will perform a complete start-up and test of the new equipment to ensure proper system operation. Included are Pre- and Post- main equipment air flow readings of the Original and New equipment, by contractor's technicians.
- One-year warranty on Contractor's provided equipment and workmanship. Warranty starts from the day of equipment start-up.

The quantities, sizes and location of all new HVAC units are listed below:

Proposed Systems						
Sheppard Middle School						
Location	Qty	Nominal Tons	Type	Brand	Cooling Efficiency	Heating Efficiency, AFUE, %
Stage	1	1.5	Split/HP	Carrier or Similar	23.8 SEER2	N/A
MPR	3	16.0	VRF/HP	Carrier or Similar	12 EER	N/A

Notes:

Split HP- Inverter Driven Heat Pump Split System

VRF HP- Variable Refrigerant Volume Heat Pump Split System

4.1 Sheppard Middle School HVAC and Pelican Controls Scope of Work Exclusions

The above Scope of Work excludes the following:

- The price does not include any amounts for changes in taxes, commodity pricing fluctuations, tariffs, or other similar charges that are enacted after the date of this quotation. Contractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, commodity pricing fluctuations, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.
- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution, control systems, and weather proofing/roofing found in disrepair or not compliant to code; air balancing of air distribution system unless specifically noted above; duct leakage testing or repairs; structural upgrades. Any and all systems and defects which require repairs/replacements as a result of pre-existing conditions.
- Sheetrock work, Framing, Stucco, Painting; Plumbing; Fire Sprinklers; Acoustical engineering and noise reduction provisions, Fire and Life Safety equipment and its components.
- Upgrade of the existing overall site electrical service capacity, if required for the new units.
- Rigid conduit, the project is based on using EMT.
- DDC control replacement and upgrades.
- Economizers where not required by code.
- Upgrades or replacement of the existing HVAC equipment that is serving the Locker Rooms, or any other areas not specifically addressed above.
- Air balance.
- Humidity control, control of outside based on CO2, demand control ventilation, and installation of pearl economizer modules, unless stated above.
- Wi-fi/internet connections set up at District's sites.
- Any additional thermostats. New Controls for mechanical equipment, evaporative coolers and lighting systems that are not specifically addressed above. Existing DDC systems replacements or upgrades.
- Any and all hazardous materials work, i.e., asbestos, lead abatement etc.
- All intrusive work will be coordinated with the District to take place during normal instructional hours or shift hours, Monday-Friday during weekdays. Overtime, Weekend and Holiday work are excluded.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).

- DSA fees, IOR fees (to be paid directly by the Customer).
- Any items not specified in this Scope of Work.

5.0 SOLAR PLANT SCOPE OF WORK

General

The scope of work for the new systems include engineering, permitting, procurement, construction, and commissioning, supervision, materials and supplies, labor, tools, construction equipment and machinery, utilities and transportation for the proper execution and completion of a fully integrated and operational System, unless otherwise excluded in this Scope of Work. Contractor shall perform, supervise and direct the Work in accordance with Industry Standards, Applicable Law and Project Milestone dates.

5.1 Solar System Summary

System Descriptions

Site 1

1. **Premises Location**: Ocala STEAM Academy

   2800 Ocala Ave, San Jose, CA 95148

2. **Approximate System Size (DC kW)**: 155.00 (DC)

3. **System Description**:

   [ ] Ground Mount [ ] Roof Mount [X] Canopy Structure [ ] Other:_____

   Module: Canadian Solar, CS6.2-66TB-620 or similar

   Inverter: CPS, SCA60KTL or similar

   Racking: DSA Pre-Check or similar

Site 2

1. **Premises Location**: Renaissance at Fischer

   1720 Hopkins Dr, San Jose, CA 95122

2. **Approximate System Size (DC kW)**: 155.00 (DC)

3. **System Description**:

[ ] Ground Mount [ ] Roof Mount [X] Canopy Structure [ ] Other:_____

Module: Canadian Solar, CS6.2-66TB-620 or similar

Inverter: CPS, SCA60KTL or similar

Racking: DSA Pre-Check or similar

4. **Electrical Vehicle (EV) Charging System Description:**

Manufacturer: ChargePoint or similar
Type: Level 2 - 10 kW or similar
Quantity: Two (2) Single-port

Site 3

1. **Premises Location**: Renaissance at Mathson

2050 Kammerer Ave, San Jose, CA 95116

2. **Approximate System Size (DC kW)**: 155.00 (DC)

3. **System Description**:

[ ] Ground Mount [ ] Roof Mount [X] Canopy Structure [ ] Other:_____

Module: Canadian Solar, CS6.2-66TB-620 or similar

Inverter: CPS, SCA60KTL or similar

Racking: DSA Pre-Check or similar

Site 4

1. **Premises Location**: San Antonio Elementary

1855 E. San Antonio St, San Jose, CA 95116

2. **Approximate System Size (DC kW)**: 77.50 (DC)

3. **System Description**:

[ ] Ground Mount [ ] Roof Mount [X] Canopy Structure [ ] Other:_____

Module: Canadian Solar, CS6.2-66TB-620 or similar

Inverter: CPS, SCA60KTL or similar

Racking: DSA Pre-Check or similar

Site 5

1. **Premises Location**: Sheppard Middle School

480 Rough and Ready Rd, San Jose, CA 95133

2. **Approximate System Size (DC kW)**: 151.90 (DC)

3. **System Description**:

[ ] Ground Mount [ ] Roof Mount [X] Canopy Structure [ ] Other:_____

Module: Canadian Solar, CS6.2-66TB-620 or similar

Inverter: CPS, SCA60KTL or similar

Racking: DSA Pre-Check or similar

4. **Electrical Vehicle (EV) Charging System Description:**

Manufacturer: ChargePoint or similar
Type: Level 2 - 10 kW or similar
Quantity: One (1) Single-port

Site 6

1. **Premises Location**: Hubbard Media Academy

   1680 Foley Avenue, San Jose, CA 95122

2. **Approximate System Size (DC kW)**: 243.04 (DC)

3. **System Description**:

   [ ] Ground Mount [ ] Roof Mount [X] Canopy Structure [ ] Other:_____

   Module: Canadian Solar, CS6.2-66TB-620 or similar

   Inverter: CPS, SCA60KTL or similar

   CPS, SCA36KTL or similar

   Racking: DSA Pre-Check or similar

4. **Electrical Vehicle (EV) Charging System Description:**

   Manufacturer: ChargePoint or similar
   Type: Level 2 - 10 kW or similar
   Quantity: Two (2) Single-port

Site 7

1. **Premises Location**: Russo Mcentee Academy

   2851 Gay Ave, San Jose, CA 95127

2. **Approximate System Size (DC kW)**: 148.80 (DC)

3. **System Description**:

   [ ] Ground Mount [ ] Roof Mount [X] Canopy Structure [ ] Other:_____

   Module: Canadian Solar, CS6.2-66TB-620 or similar

   Inverter: CPS, SCA60KTL or similar

   Racking: DSA Pre-Check or similar

In general, the PV Systems will consist of the following:

a. PV modules
b. PV module support structure
c. Inverter(s)
d. Electric Vehicle Chargers
e. System electrical protection
f. Electrical disconnects
g. Switchgear
h. Control and monitoring systems
i. Outdoor rated equipment enclosures
j. Cables, wires, jumpers, connectors, system grounding and associated trenching and/or boring
k. Equipment foundations
l. Under Canopy Lighting (for parking lot structures only)
m. Signage

5.2 Engineering Design Services

Contractor shall be responsible for detailed design and operational coordination of equipment and materials installed for the System. Contractor shall conform to Industry Standard and Applicable Law. The following design services shall be provided by the Contractor:

A. Civil Engineering design, including the preparation of the following:
   - Site Plan
   - Geotechnical Report (if required)
B. Structural Engineering Design, including:
   - Foundations and other structural concrete
   - PV module support structural design
   - Structural design calculations, as required
C. Electrical Systems design, including:
   - PV modules
   - Inverter
   - Electric Vehicle Chargers
   - DC combiners, disconnects, fuses, and wiring
   - AC breakers and disconnects
   - Revenue metering
   - Enclosures, conduit, and wiring
   - Communications and control systems as described herein
   - Other electrical systems included in the scope of work

Shade Structure Design Basis Table

Finish Type	Pier Depth	Degree Tilt Max	Minimum Clear Height	Assumed SdS Value	Wind Max Value	Wind Exposure	Snow Load
Painted Columns, Galvanized Purlins	12'-0"	5 degrees (max)	13'-6"	1.5g	98 mph	C	0 psf

5.3 Permits

Contractor shall obtain and shall file on a timely basis any documents required to obtain Applicable Permits except those permits that are the responsibility of the District ("District Permits"). District shall obtain, and shall file on a timely basis, any documents required to obtain all such District Permits. District shall pay for all taxes, fees, and costs required to obtain all Permits.

Applicable Permits include:

- Fire Marshall
- General Construction and Building Permits

District Permits include:

- CEQA (Categorical Exemption certified by the District is assumed for this project)
- Easements required to complete the work.
- All other permits required for construction of the System, except for Applicable Permits

5.4 Procurement

Contractor shall procure all materials and equipment included in the Scope of Work for the installation of a complete System under this Scope of Work.

5.5 Construction Services

The following services shall be provided by Contractor as part of the general construction activities:

A. Civil construction, including surveying, trenching, and backfill.

B. Structural construction, including foundations, concrete work, grouting, anchors, erection of PV racks, shade structures, and other support structures.
C. Electrical construction, including PV modules, combiners, inverter, electric vehicle chargers, disconnects, wiring, breakers, metering, control and monitoring systems, telecom systems, and lighting systems as required for a complete System.
D. Safety services, including on-site safety equipment, personnel training, and safety monitoring of construction activities.
E. Support services, including Contractor's trailers, shaded worker rest areas, restroom facilities, and security.
F. Coordination with District's staff for site access, laydown, and storage with minimal interference with school operations.
G. Operator training services.
H. Coordination of construction inspections, material verification, and testing as required.
I. Lawful Disposal of refuse, spoils, chemicals, and waste materials associated with construction activities.
J. Testing and start-up services for electrical and control systems included in the scope of work. Testing shall include pre-operational functional tests, equipment calibration, and insulation resistance tests. All necessary test equipment and instrumentation will be provided.
K. Miscellaneous consumable materials required to erect the System.
L. Coordination with District's Staff and Representatives, including Inspector of Record ("IOR") for all inspections and submittals.

5.6 Documentation Submittals

Contractor will prepare and submit designs, drawings, and specifications to the District for review and approval. District shall review the documents and provide any comments in writing to Contractor within ten (10) Business Days after receipt of such documents (the "Design Review Period"). Contractor will proceed with the assumption that District has approved the documents if no comments are received within ten (10) Business Days. Any comments provided by District after ten (10) Business Days that result in re-work shall constitute a Change Order. District shall consolidate all comments for each review cycle such that Contractor does not receive comments in separate submittals at different times from various District personnel. Any re-work as a result of receiving comments in separate submittals shall constitute a Change Order. To the extent consistent with Applicable Law and Industry Standards, Contractor will incorporate District comments into the final designs, drawings, and specifications (the "Construction Documents"), as applicable. Contractor shall submit such revised documents to District for additional Design Review Periods, which shall not extend longer than ten (10) Business Days, until District approves such revised documents subject to the terms of the Agreement.

The following list is not all inclusive but defines the Contract Documents that are required to be submitted by Contractor for review and approval by the District.

A. Facility drawing with Project improvements drawn to scale (Site Plan)
B. Electrical design package including:
    - Single Line AC and DC diagrams
    - Communication, Monitoring and Control schematics
    - Electrical Circuit and Conduit schedule
    - Electrical Equipment installation plans
    - Lighting plan, if required
    - Placard schedule
    - Equipment data sheets
C. Structural Calculations package including:
    - Ground structural elements for ground-mount systems
    - Equipment foundations and enclosures
    - Security fencing
D. System energy production calculations and software model based on Site Plan.
E. Approved Applicable Permits.
F. Geotechnical report including Project applicable soil properties (if required).
G. Project Schedule.
H. Environment, Health and Safety Plan .
I. System Manual with specifications, startup, commissioning and testing procedures for relevant equipment.
J. System Operation and Maintenance manual (O&M plan).
K. As-Builts (Record Drawings).
L. Professional Engineer Wet Stamps and signatures on final design documents:
    - Electrical Design package
    - Structural Calculation package
M. Interconnection Agreement with Local Utility.
N. Documentation for Rate Change with Local Utility.

5.7 Workmanship Warranty

Commencing on the Final Completion Date and for a period of one (1) year thereafter, Contractor warrants that the Systems will be free from defects ("Workmanship Warranty"). If a System has a defect, and District provides written notification of said defect within the one (1) year workmanship warranty period, Contractor will, at its option, either repair or replace the portion of the System that is defective at no cost to District within forty-five (45) days of notification. The Workmanship Warranty shall not apply to the extent such defect is caused by any of the following:

(a) Alterations or repairs made to the supporting structure of any System or associated wiring and parts without Contractor's prior written approval;

(b) Failure of a System to perform caused by legislative, administrative, or executive regulation, order or requisition of the government, local utility or public utilities commission, or any state, provincial or municipal government or official;

(c) Use of a System beyond the scope contemplated in its operating manuals or technical specifications;

(d) Damage to a System not caused directly or indirectly by Contractor or its subcontractors under any agreement between Contractor and District;

(e) Force Majeure Events;

(f) A change in usage of that portion of the Site on which the System is located which may affect building or site permits and related requirements, without the written approval of Contractor, or a change in ownership of building or property and the new owner has not signed an assumption agreement of the terms and conditions herein,

(g) Any defect of deficiency to the extent the same results from a specific written direction from the District if, prior to implementing such written direction, Contractor advised District that District's written direction would so affect the warranty provided by Contractor hereunder.

5.8 Manufacturer Warranties

Contractor shall procure and assign to District warranties from the equipment manufacturers (the "Manufacturer Warranty") to the extent said equipment is purchased and provided for the Solar Plant by Contractor. Solar energy equipment included in the scope of work for electricity generation (PV modules, inverters) shall have a minimum ten (10) year manufacturer performance warranty to protect against degradation of electrical generation output of more than 15% from their originally rated electrical output. Except as expressly provided in this Agreement, Contractor's obligations under this warranty do not apply to any defects whatsoever in the equipment purchased and provided by Contractor for the Solar Plant, provided Contractor has procured and assigned to District the Manufacturer Warranty of such equipment. Contractor makes no representation or warranty, and District shall seek no recourse from Contractor, regarding the Manufacturer Warranties, including, without limitation, any degradation in electrical generation output of the PV modules.
Contractor shall require that Manufacturers provide the following warranties:

a. Inverters shall have a ten (10) year standard Manufacturer Warranty.

b. PV modules shall have the following standard Manufacturer Warranties:

- **i.** Five (5) year material and workmanship warranty;
- **ii.** Ten (10) year power output warranty at ninety percent (90%) of rated nominal power output; and
- **iii.** Twenty-five (25) year power output warranty at eighty percent (80%) of rated nominal power output.

c. Meters shall have a one (1) year standard Manufacturer Warranty.

d. EV Charging Stations shall have a three (3) year standard Manufacturer Warranty.

5.9 Project Closeout

a. Contractor shall deliver to District an owner's manual, operator's manual and as-built drawings for the System no later than ninety (90) days after Substantial Completion occurs. For the avoidance of doubt, the as-built drawings shall be included in the punchlist items.

b. At District's request, Contractor shall provide District's personnel up to four (4) hours of detailed and complete on-site operation training with respect to the System. District's personnel shall have the qualifications necessary to perform their activities and will be hired by District or its Affiliate. Contractor shall provide District reasonable assistance in soliciting and obtaining any subsidies, rebates or incentives that may be available from any Governmental Authority pursuant to or in connection with the purchase or operation of the System or otherwise. Contractor makes no representation nor warranty to District as to the availability or amount of any such subsidies, rebates or incentives.

5.10 District Responsibilities

Contractor shall not be obligated to perform any work or activity beyond the scope of the work and its other obligations under this Agreement. In particular, the following shall not be included in the Scope of Work and therefore shall be performed by District:

a. The District shall furnish, to the extent not already provided to Contractor: (a) all surveys or other information in District's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Site; (b) any prior environmental review documentation and all known information in District's possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Materials, in or around the general area of the Site where the Work will be performed; (c) all relevant information in District's possession, including any structural or other relevant as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed; (d) title reports less than one (1) year in age; and (e) any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Site essential to the execution of the Work;

b. District shall provide continuous access to the Site to perform the Work according to the Construction Schedule;
c. District shall make water source available at the Site for construction water;
d. District shall obtain the District Permits;
e. District shall be responsible for hiring and paying for a Division of State Architect certified Inspector of Record;
f. District shall select its own personnel so that it is present at the date of Substantial Completion;
g. District shall pay for and provide communication access for system monitoring;
h. District shall pay for all taxes, fees, and costs required to obtain all Permits;
i. District shall provide access to, and allow Contractor the use of, water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, and drainage ditches; and
j. District shall be responsible for operating the System from and after Substantial Completion.

5.11 General Clarifications & Qualifications to Scope of Work

a. One (1) review cycle by District of the equipment layout drawings, one (1) review cycle by District of final design documentation, and one (1) final set of as-built drawings delivered to District in electronic format and hard copy.
b. District will review and provide comments on drawings within 10 business days.
c. Scope is based on code approved conduit and wiring methods.
d. Contractor will not encounter any ground water during trenching and excavating.
e. Native Soil can be utilized for backfill and compaction.
f. Wiring from PV panels to combiners is USE cable and not placed in raceways.
g. Grounding as required by NEC.
h. Plastic UV-Rated cable ties and UV-Rated Cable Clips for wire management.
i. Underground conduits shall be schedule 40 PVC with schedule 80 PVC risers.
j. Placards shall be adhered and not mechanically affixed.
k. AC and DC wiring to be aluminum where possible.
l. Current electrical service has adequate capacity for the system.
m. Inverters shall be mounted via piles or on columns with Unistrut. No Equipment Pads.
n. Price is based on the COMEX and The Steel Index (TSI) material pricing as of the Effective Date. Increases to COMEX and The Steel Index (TSI) may result in an increase in the Contract Price.

o. Sites may be subject to CGS requirements due to liquefaction. Cost for Liquefaction study is included. Any cost due to structural design changes as a result of CGS study are currently excluded.
p. One (1) mobilization per site.
q. Site parking being available to all Contractor and Subcontractor employees.
r. Scope of Work Price is based on straight time Monday to Friday (no holidays) work week, 40 hours per week between 6:00 AM and 6:00 PM.
s. Due to high heat index, work will be limited during Summer (or in excess of 100 degrees Fahrenheit).
t. Prevailing Wage Labor included. Any delays or increased prevailing wage requirements not included.
u. Assumes no bioswales at Hubbard Media Academy.
v. District will receive all necessary easements within 45 business days after the Effective Date.
w. There are no existing encumbrances or easements on the site.
x. Contractor cannot guarantee any Inflation Reduction Act Tax Credits
y. Assumes over the counter DSA approval.
z. Current ADA path of travel and fire access at Ocala STEAM Academy meet DSA requirements.
aa. Assumes ADA access is not required at San Antonio Elementary.
bb. Assumes on campus shade structure at Ben Painter Elementary School (adjacent to Sheppard Middle School) does not obstruct fire lane.
cc. Assumes seventeen (17) trees for removal.
dd. Allowance of $180,000 for ADA Scope
ee. Allowance of $40,000 included for restoration of landscape and hardscape to pre-construction condition.
ff. Scope of Work Price and Schedule assumes that the District has closed all previous construction projects with the Division of State Architecture that may cause a delay in the approval of this Project.

5.12 Solar Scope of Work Exclusions

The Solar Work excludes the following:

a. Plumbing, Fire Sprinklers, Fire and Life Safety equipment and its components.
b. Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and structure defects repairs/replacements as a result of pre-existing condition.

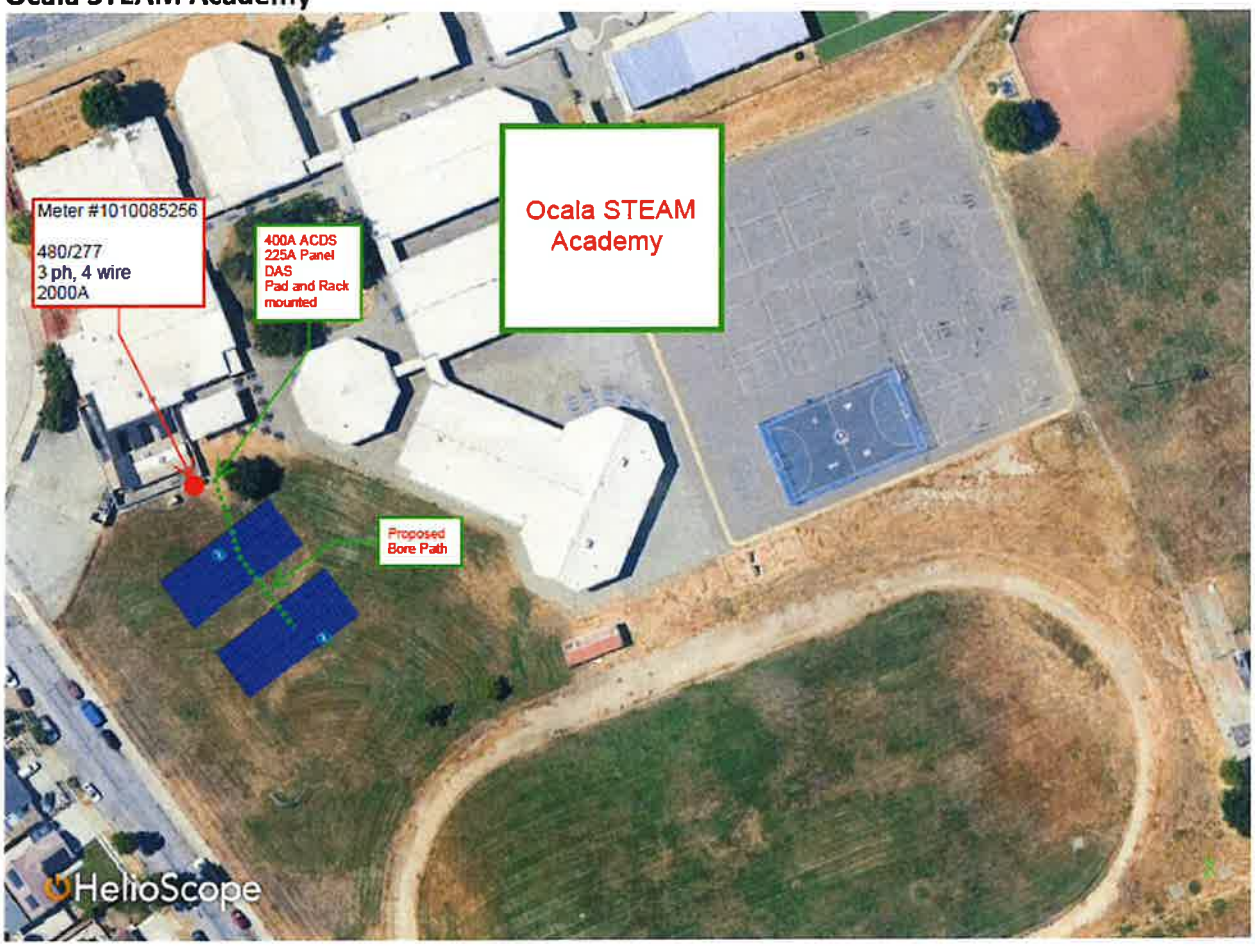
c. Fees for expediting the manufacturing and/or delivery of electrical equipment.
d. Upgrade of the existing site electrical service capacity and transformer.
e. Any upgrades to existing parking lots, sidewalks, etc. unless otherwise included in scope.
f. Drill hole casing, water mitigation, underground obstructions, caving soils, or Rock drilling.
g. Any conditions, such as rock or hard-pan, that a 310 SG backhoe or similar cannot excavate.
h. Fine grading.
i. Special Inspections.
j. Under canopy lighting for on campus shade structures.
k. Hazardous material abatement and/or removal of any kind.
l. DSA Plan Check Fees (to be paid directly by the District).
m. Inspector of Record fees.
n. Storm Water Pollution Prevention Plan (SWPPP) or perimeter silt fencing.
o. Americans with Disabilities Act (ADA) improvements including curb cutting, truncated dome installation, repainting, restriping, or installation of new signs.
p. Tree removal, unless otherwise noted.
q. Tree Mitigation Costs.
r. String level monitoring.
s. Relocation and modification of underground utilities.
t. Premium time (except for utility tie-in).
u. Field painting – lot striping, conduit painting, etc. above and beyond any items altered during construction or otherwise specified in the scope of work.
v. Asphalt (fog, coating, and striping)
w. Operation and Maintenance services.
x. Net Generation Output Meter (NGOM).
y. Site Security.
z. Temporary power / back up power during shutdown.
aa. Metallic cable ties for wire management.
bb. Privacy screen for temporary or permanent fencing. Barb wire for fencing.
cc. Other Fees (plan check, utility permits, parking, etc.).
dd. Compliance with Buy American, Buy America or Domestic Content Provision of the Inflation Reduction Act.
ee. Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
ff. Any items not specified in this scope.

Contractor will notify the District of any excluded work or repairs which are necessary to the function of the Work as soon as Contractor becomes aware of such, and before proceeding with related work.

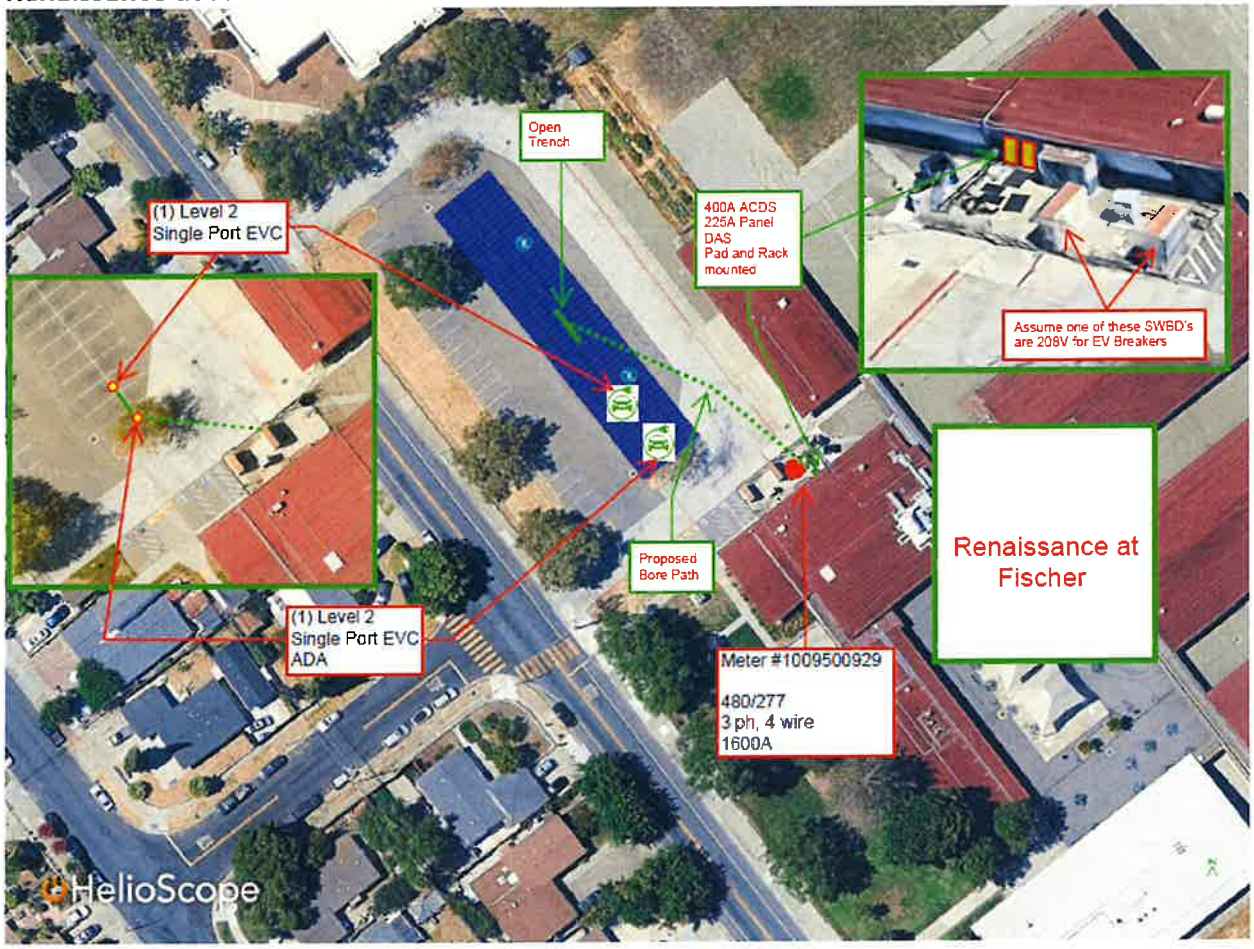
5.13 Site Plans

Site #1 PV Layout

Ocala STEAM Academy



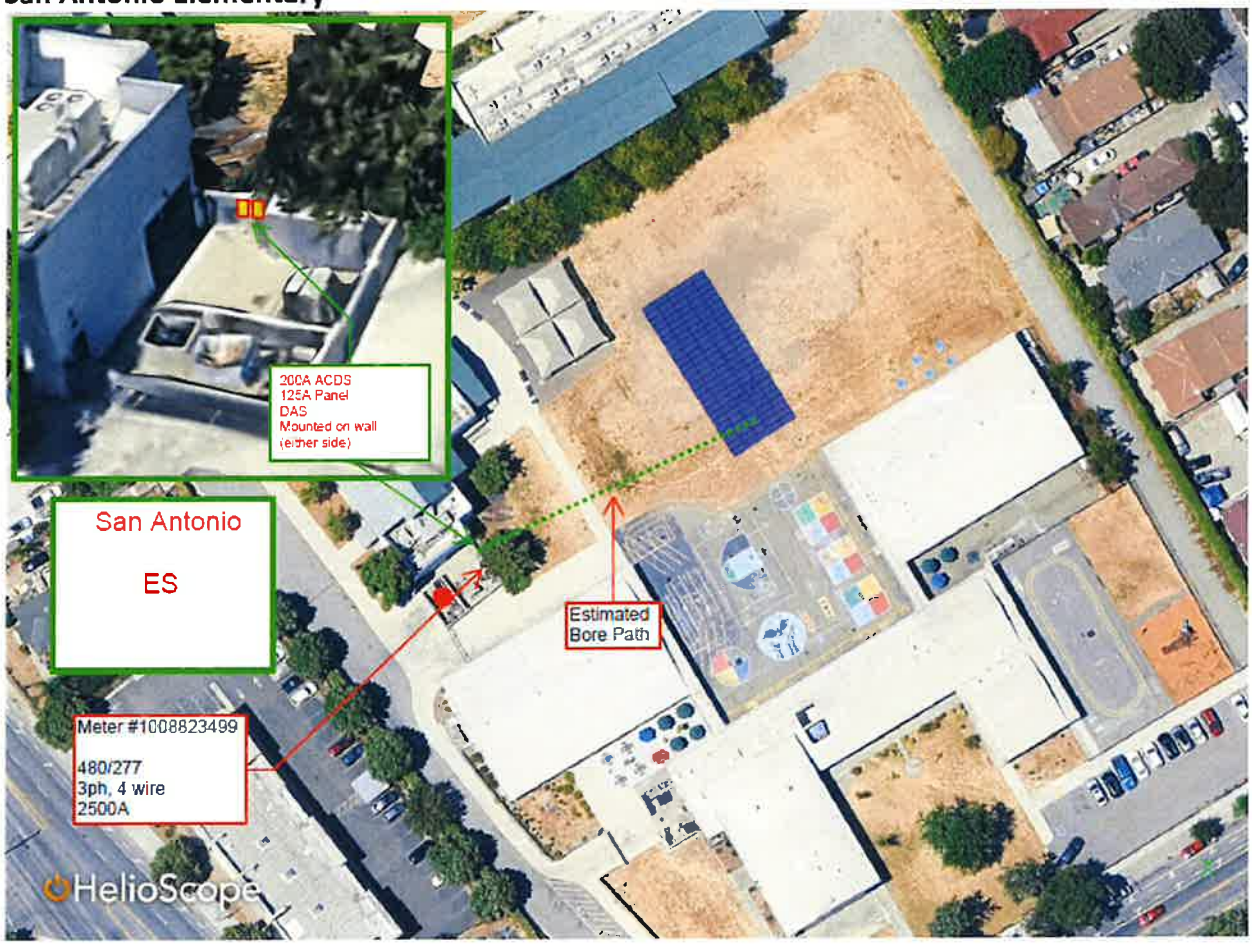
Site #2 PV Layout
Renaissance at Fischer



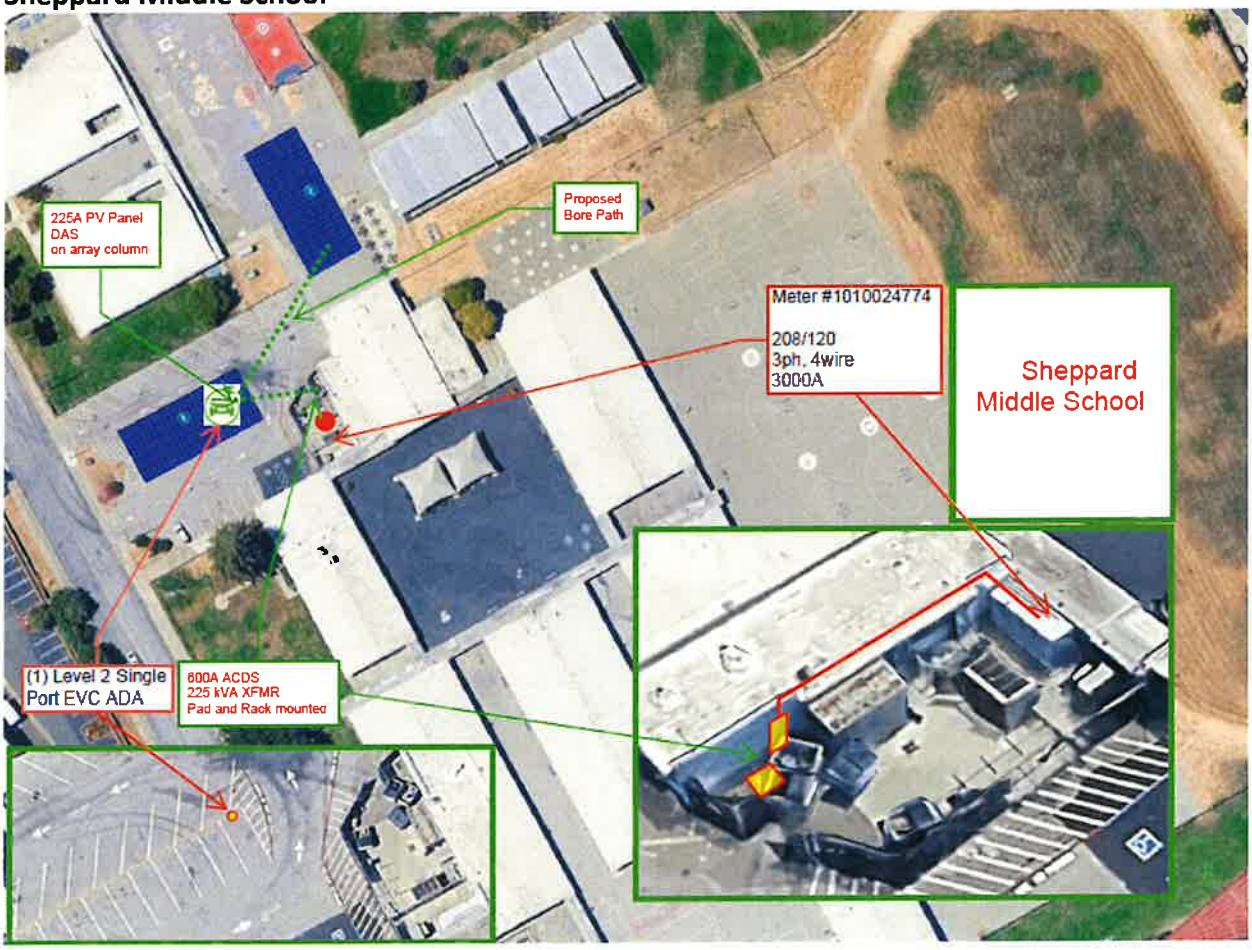
Site #3 PV Layout
Renaissance at Mathson



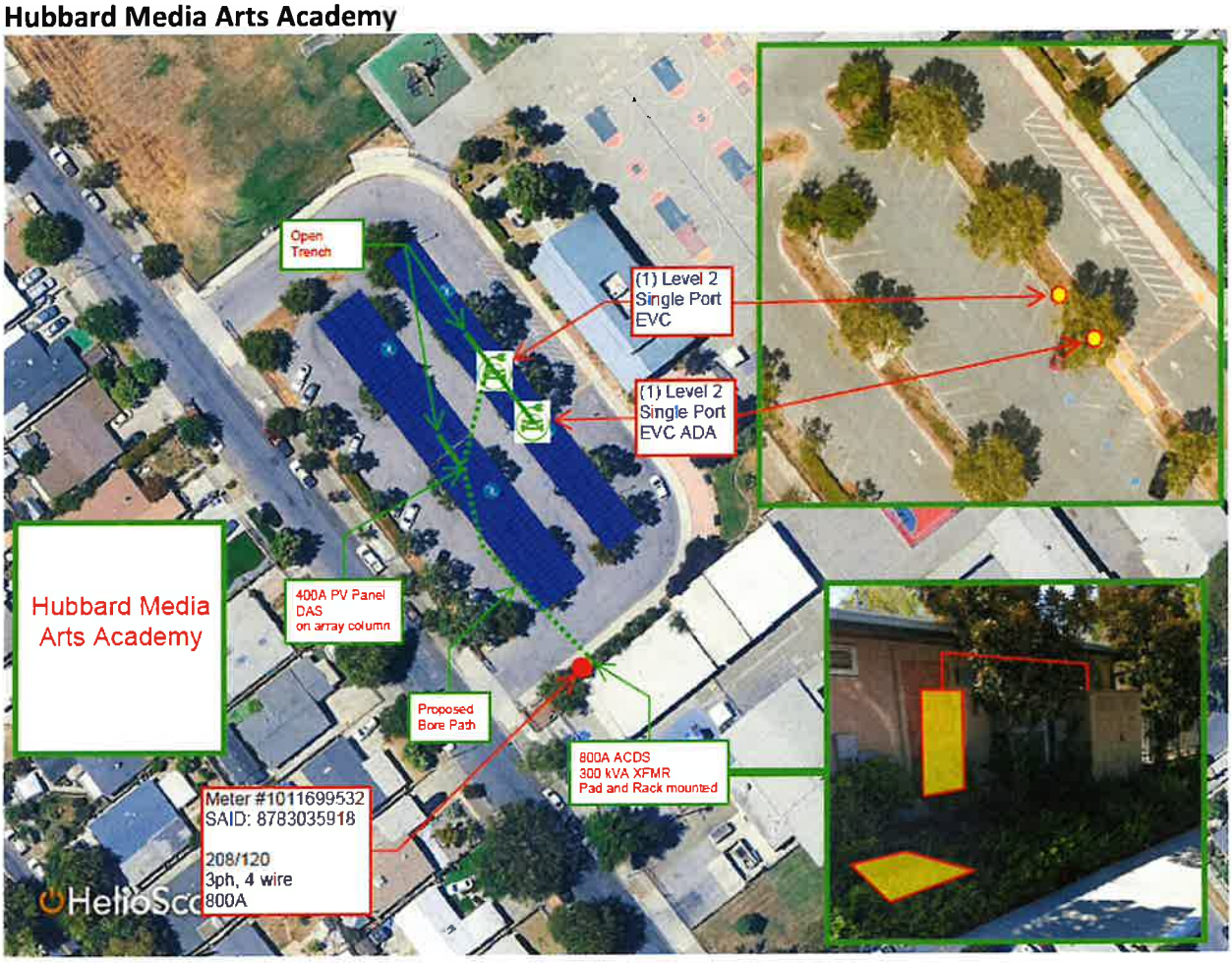
Site #4 PV Layout
San Antonio Elementary



Site #5 PV Layout
Sheppard Middle School



Site #6 PV Layout
Hubbard Media Arts Academy



Site #7 PV Layout
Russo McEntee Academy



6.0 PROPOSED PROJECT INSTALLATION TIMELINE & COORDINATION

This project will require extensive scheduling and coordination to ensure the efficient implementation of the Work shown herein. Contractor will provide retrofit services in Phases. Each construction Phase will include a complete PV, HVAC, Controls, and/or Lighting system retrofit at a given building or site. Contractor will provide adequate and suitable supervision with a dedicated Project Manager.

The District shall provide safe access to the buildings and provide the necessary security for students and staff safety during the rigging and equipment handling process. During the retrofit services, areas of the building designated by Contractor may need to be vacated to ensure the safety of the occupants. It will be the District's responsibility to temporarily relocate the students or occupants to other classrooms or buildings and/or, if needed, provide temporary facilities for the duration of the given phase of each project.

In order to minimize the disruption of District's operation, coordination and scheduling items

shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants (students), etc. Contractor will work with the District to develop a detailed project schedule. Once the project schedule is confirmed, Contractor will provide the District with a Schedule of Values and a progress payment schedule, which corresponds to the project schedule. The installation of this project will start upon executing this Agreement and ordering and obtaining necessary equipment, parts and materials needed for installation, as listed in the scope of work. It is anticipated the construction phase of this project would be performed in 2026.

District and its representatives shall coordinate all the project activities with Contractor's Project Manager only.

7.0 WORK MILESTONES

Estimated Milestone Schedule	
Milestone	**Milestone Date**
Notice to Proceed	TBD
Equipment Procurement	Notice to Proceed + 8 Weeks
Construction Mobilization	Notice to Proceed + 20 weeks
Substantial Completion (Solar & EV Chargers at Russo/McEntee Academy & Hubbard Media Arts Academy; Lighting at the sites listed in Section 2.0, HVAC & Controls at Sheppard Middle School And Fischer Middle School)	Notice to Proceed + 60 weeks
Substantial Completion (Solar & EV Chargers at remaining 5 sites in Section 5.0)	Notice to Proceed + 84 weeks
Final Completion	Notice to Proceed + 96 weeks

Contractor shall be given a day-for-day slip in the Work Milestone Schedule for a delay in utility approvals beyond 12 weeks from Construction Mobilization date above. Contractor shall be given a day-for-day slip in the Work Milestone Schedule for a delay in Equipment delivery from the manufacture due to supply chain issues.

8.0 FIXED PRICE AMOUNT

The fixed price for this Scope of Work is **Fourteen Million Thirteen Thousand Five Hundred Eleven US Dollars ($14,013,511)**

District Controlled Contingency

The following District Controlled Contingency is included in the Fixed Price Amount Above:

i. **Four Hundred Eight Thousand One Hundred Sixty One US Dollars ($408,161)**, for the use of the Contractor, as approved by the District, to pay for cost escalations, Changes, or Unforeseen Conditions as defined in the Agreement. Contractor shall obtain written approval from District prior to using the District Controlled Contingency. If upon Final Completion of the Project, funds are remaining in the District Controlled Contingency, such funds shall remain unspent and allocated back to the District.

9.0 PROGRESS PAYMENT SCHEDULE

The District shall pay to Contractor the progress payments set forth below when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.

Progress Payments Schedule	
Payment Milestone	**% of Total Task Order Price**
Notice to Proceed	10%
Equipment Deposit	25%
Progress Payments	50%
Substantial Completion	10%
Final Completion	5%

10.0 PERFORMANCE AND PAYMENT BONDS

Upon the written request of the District prior to commencement of work, Contractor shall provide evidence of the following bonds to District:

a. Performance Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to District, in an amount equal to one-hundred percent (100%) of this Scope of Work Price payable under the Agreement securing the faithful performance of this Scope of Work; and

b. Payment Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to District, in an amount equal to one-hundred percent (100%) of this Scope of Work Price payable under the Agreement securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of this Scope of Work.

The Performance and Payment Bonds shall guarantee timely completion of the Work in accordance with this Scope of Work and shall cover the installation period. The warranty period shall extend one (1) year following Final Completion.

The surety, having provided the Performance and Payment Bonds under this Scope of Work, shall assume no liability to Contractor, District or any third parties, should Contractor fail, for any reason, to deliver acceptable warranties beyond the one (1) year warranty period following Final Completion.

11.0 TERMS AND CONDITIONS

Unless otherwise stated, this Work Order shall be completed within the terms of the Government Code Section 4217 Energy Services Master Agreement executed on _____ between SitelogIQ, and the District.

[Signatures to follow]

IN WITNESS, WHEREOF, the Parties hereto have duly executed and delivered this Work Order as of the date set forth below.

SitelogIQ, Inc
a Delaware Corporation

By: _____ Date: _____

Name: John Gajan
Title: President, West Energy

Alum Rock Union Elementary School District,
a school district organized and existing under the laws of the State of California

By: _____ Date: _____

Name:
Title:

Final Energy & HVAC Project Budget Breakout Table

Measure	Final Price	Customer Held Contingency @3% in Contract [1]	DSA Related Soft Costs @3% Not in Contract	Total Project with Contingency & Soft Costs [2]	Tax Credit [3]	NET Total ROM Budget	Energy Savings
NEM 2 AG Solar Generation for Hubbard Media Arts Academy & Russo/McEntee Academy **NEM 3 Solar Generation for Renaissance Adademy at Fischer, Ocala Steam Academy, Renaissance at Matheson, Sheppard Middle**	$8,341,523	$250,246	$250,246	**$8,842,014**	$2,063,338	**$6,778,676**	**$423,861**
Comprehensive LED Lighting Retrofit with New Fixtures Interior and Exterior for Nine Sites	$2,507,954	$75,239	NA	**$2,583,193**	$0	**$2,583,193**	**$153,095**
Comprehensive HVAC Retrofit for Fischer Middle School	$2,310,604	$69,318	NA	**$2,379,922**	$0	**$2,379,922**	**$0**
Cafeteria HVAC Retrofit to Include cooling for Sheppard Middle & Painter at Sheppard	$445,269	$13,358	NA	**$458,627**	$0	**$458,627**	**$0**
TOTALS	**$13,605,350**	**$408,161**	**$250,246**	**$14,263,756**	**$2,063,338**	**$12,200,418**	**$576,956**

Notes:

1. 3% Customer held contingency included in contract value. 3% DSA related costs for Solar and EV Charging installations not in contract total
2. Total contract value = $13,605,350 + $408,161 = $14,013,511.
3. Investment Tax Credit taken as 85% of 30% of solar project total. EV-Charging scope will not receive tax credits.

Alum Rock UESD Final Financials

All Scope Funded by Bond

1. NEM 2 AG Solar Generation for Hubbard Media Arts Academy & Russo/McEntee Academy
2. NEM 3 Solar Generation for Renaissance Adademy at Fischer, Ocala Steam Academy, Renaissance at Matheson, Sheppard Middle
3. Solar Operations & Maintenance Contract Including 90% Production Guarantee
4. Comprehensive LED Lighting Retrofit with New Fixtures Interior and Exterior for Nine Sites
5. Comprehensive HVAC Retrofit for Fischer Middle School
6. Cafeteria HVAC Retrofit to include cooling for Sheppard Middle & Painter at Sheppard

Year	Capital[12]	Ongoing Solar O&M[3]	Project Utility Savings[4]	Annual Savings
	$ 14,263,756			
Yr 1	$ (2,063,338)	$ 27,156	$ 600,034	$ 2,636,216
Yr 2		$ 27,971	$ 624,036	$ 596,065
Yr 3		$ 28,810	$ 648,997	$ 620,187
Yr 4		$ 29,674	$ 674,957	$ 645,283
Yr 5		$ 45,846	$ 701,955	$ 656,109
Yr 6		$ 31,481	$ 730,033	$ 698,552
Yr 7		$ 32,426	$ 759,235	$ 726,809
Yr 8		$ 33,398	$ 789,604	$ 756,206
Yr 9		$ 34,400	$ 821,188	$ 786,788
Yr 10		$ 53,149	$ 854,036	$ 800,887
Yr 11		$ 36,495	$ 888,197	$ 851,702
Yr 12		$ 37,590	$ 923,725	$ 886,135
Yr 13		$ 38,718	$ 960,674	$ 921,956
Yr 14		$ 39,880	$ 999,101	$ 959,222
Yr 15		$ 61,614	$ 1,039,065	$ 977,451
Yr 16		$ 42,308	$ 1,080,628	$ 1,038,320
Yr 17		$ 43,577	$ 1,123,853	$ 1,080,275
Yr 18		$ 44,885	$ 1,168,807	$ 1,123,922
Yr 19		$ 46,231	$ 1,215,559	$ 1,169,328
Yr 20		$ 71,427	$ 1,264,182	$ 1,192,754
Yr 21		$ 49,047	$ 1,314,749	$ 1,265,702
Yr 22		$ 50,518	$ 1,367,339	$ 1,316,821
Yr 23		$ 52,034	$ 1,422,032	$ 1,369,999
Yr 24		$ 53,595	$ 1,478,914	$ 1,425,319
Yr 25		$ 82,804	$ 1,538,070	$ 1,455,266
Yr 26		$ 56,859	$ 1,599,593	$ 1,542,734
Yr 27		$ 58,564	$ 1,663,577	$ 1,605,012
Yr 28		$ 60,321	$ 1,730,120	$ 1,669,799
Yr 29		$ 62,131	$ 1,799,325	$ 1,737,194
Yr 30		$ 63,995	$ 1,871,298	$ 1,807,303
Totals	**$ 12,200,418**	**$ 1,396,905**	**$ 33,652,883**	**$ 34,319,316**

NOTES

(1) Project is funded 100% by Capital. 3% customer controlled contingency and 2% for solar project DSA expenses included.
(2) Yr 2 - Inflation Reduction Act Investment Tax Credit estimated at 85% of 30% of the Solar Project Value.
(3) Ongoing Solar Operations and Maintenance Agreement and 90% Solar Production Guarantee.
(4) Utility Escalation at 4% to be conservative. Utility escalation has been much higher in recent years.
(5) SitelogIQ is not a Financial Advisor. This tool is used to confirm the proposed project is in compliance with CA Govt. Code 4217.

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: December 10, 2025

Subject: **Approve Resolution No.32-25/26 Energy Services Master Agreement.**

Support Information: This resolution is for the approval of findings for Government Code Section 4217, approval of energy services Master Agreement between Alum Rock Union Elementary School District (ARUESD) and SitelogiQ for the purpose of design and construction of energy retrofit projects.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve Resolution No. 32-25/26 for the SitelogiQ and ARUSD Master Agreement as presented

Approved by: Eric Wasinger Title: Senior Executive of Bonds, Maintenance, Operations and Transportation

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

Recommend Approval

9.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
BOARD OF TRUSTEES
RESOLUTION No.32-25/26 ENERGY SERVICES MASTER AGREEMENT

APPROVAL OF FINDINGS FOR GOVERNMENT CODE SECTION 4217, APPROVAL OF ENERGY SERVICES MASTER AGREEMENT BETWEEN ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT "DISTRICT" AND SITELOGIQ FOR THE PURPOSE OF DESIGN AND CONSTRUCTION OF ENERGY RETROFIT PROJECTS,

WHEREAS, the District Board of Trustees ("Board") has endorsed the goal of energy efficiency and directed staff to develop energy efficient practices for use at existing District sites; and

WHEREAS, the District approved an agreement to enter into negotiations with SitelogIQ and its associated entities which proposed an Energy Conservation and Renewable Generation project for the District to include energy related improvements to the sites; and

WHEREAS, the Board has received and reviewed information and data presented by District staff demonstrating that the cost to the District for Supplier to provide conservation measures pursuant to the Agreement will be less than the anticipated benefits received by the District; and

WHEREAS, in order to maximize the cost savings from the energy project, the District desires to improve the building energy efficiency at specified sites with conservation scope of work; and

WHEREAS, the Board of Trustees is authorized pursuant to Sections 4217.10 through 4217.18 of the California Government Code (the "Act") to enter into energy conservation contracts pursuant to which the District may acquire equipment and services to reduce energy use

BE IT RESOLVED that based on comments, staff reports and documentation reviewed by the Board, the Board makes the formal findings that the cost of the project will be offset by the anticipated savings; and

BE IT FURTHER RESOLVED by the Board of Trustees as follows:

Section 1. The Board of Trustees hereby finds, determines and declares as follows:

(a) The anticipated cost to the District for "Conservation Services" as defined in Section 4217.11(c) of the Act and as provided for by the SitelogIQ Contract, the Lease and/or the Project will be less than the anticipated marginal cost to the District of energy that would have been consumed by the District in the absence of the Project.

(b) To the extent that the SitelogIQ Contract and/or the Lease grant easements, rights-of-way, licenses, rights of access, or other rights in the real property of the District upon which the Project will be constructed and installed, the difference, if any, between the fair rental value of such rights and the portion of the rent under the Lease attributable to such rights, is anticipated to be offset by benefits provided to the District under the SitelogIQ Contract and the Lease.

(c) Funds for the payment of amounts due under any Lease are projected to be available from funding which otherwise would have been used for the purchase of energy required by the District in the absence of the Project.

BE IT FURTHER RESOLVED that the Board finds that the Project is exempt from the requirements of CEQA, pursuant to Public Resources Code section 21080.35 and CEQA Guidelines sections 15301 and 15329, and authorizes the superintendent or her designee to file a Notice of CEQA Exemption for the Project.

BE IT FURTHER RESOLVED that the Board hereby approves the Agreement.

BE IT FURTHER RESOLVED that the District's Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

PASSED AND ADOPTED this 18th day of December 2025, by the Board of Trustees of the Alum Rock Union Elementary School District, Santa Clara County, California by the following vote:

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

Board President, Linda Chavez _____

Board Vice President, Andres Quintero _____

Board Clerk, Minh Pham _____

Board Member, Corina Herrera-Loera _____

Board Member, Minh Nguyen _____

10.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: November 19, 2025

Subject:

Monterey Environmental Solutions and Services Project at MACSA Building located at 600 Sinclair Drive, San Jose, CA 95116

Support Information: M.E.S.S. provided demolition of remaining building and site-clearing services at MACSA site, located at 660 Sinclair Dr. San José, CA 95116. The services included the removal of fire-damaged structures, fencing, and light poles. They also performed debris off-haul and recycling, traffic control, and dust-control measures. The work included preserving designated perimeter fencing, and including covering all disposal fees.

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees award and approve Monterrey Environmental Solutions and Services for $349,000.00.

Approved by: Eric Wasinger Title: Senior Executive of Bonds, Maintenance, Operations and Transportation

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

Recommend Approval

10.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Required Pre-Approval Form for Contracts over $5000-

NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.

Type of Contract: ☐ Employee Contract ☑ Independent Contractor Agreement ☐ MOU

School/Department: Bonds & MOT Date: 11/03/2025

Requested by: Eric Wasinger, Senior Executive of Bonds, Maintenance, Operations and Transportation

Name of Company/Individual to be contracted: Monterey Environmental Solutions and Services

Address: 8 Harris Court, Suite E6

City: Monterey State: CA Zip Code: 93940

Dates of Services: September 5, 2025 - October 23, 2025

Services to be provided:

Demolition for damaged structure at MACSA located at 600 Sinclair Drive, San Jose, CA 95116.

Estimated Cost: $349,000.00 (NTE)

PURCHASING
NOV 5 2025 AM10:

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	0000	8100	000600	450	8138	$349,000.000	

Supervisor's Signature: Eric Wasinger Date: 11/4/25

Approved: ☑ **Yes** ☐ **No**

Monterey Environmental Solutions and Services

8 Harris Court, Suite E6 | Monterey, CA 93940 | CA Lic 988797 - DOSH 1099 | | DIR # 1000035079 | 831-333-6431 | www.mess-cleanup.com

RECIPIENT:

Alum Rock Union Elementary School District
MACSA
600 Sinclair Drive
San Jose, California 95116
Phone: 4086870826

Estimate #8548	
Sent on	09/10/2025
Job Name	MACSA
Total	**$349,000.00**

Product/Service	Description
DEMOLITION	Demolish Structure- ? Mobilization ? Demolish fire damaged former community center Bldg ? Concrete slab/foundation and hardscaping intended to remain ? Remove inner chain link fencing ? Remove light poles within site perimeter ? Demo play structure ? Site perimeter fencing intended to remain ? Off-haul and properly dispose of debris ? Off-haul and recycle metal & concrete ? Traffic control as required for our portion of work ? Dust control including water Notes Specific to this Project : ? All utilities to the site to be air-gapped prior to our mobilization; ? All utility location, disconnects, field identification, temporary relocation, etc, to be completed by others prior to MESS mobilization; ? We are requesting a water hook up on site for our dust control equipment; ? MESS/A&S reserves any and all salvage rights to any and all items on the project upon mobilization. Salvage items for owner to be removed prior to MESS/A&S mobilization.
Includes	Warning signs, materials, equipment, mobilization, and disposal fee's.
Excludes	Water & electrical safe off's, Building and demolition permits, Post abatement air clearance testing and fees, temporary power & water, repairs or replacement of removed items, concrete saw cutting and contents manipulation.

Total **$349,000.00**

Monterey Environmental Solutions and Services

8 Harris Court, Suite E6 | Monterey, CA 93940 | CA Lic 988797 - DOSH 1099 | | DIR # 1000035079 | 831-333-6431 | www.mess-cleanup.com

Reviews

Michelle Davalos

We had a great experience with Mike in our home. After water burst out from under our kitchen sink, Mike came over to measure the moisture in our floor and cabinets. He was very professional and kind. He helped us determine the next steps to take in our repair process. We are very grateful his excellent customer service.

Frank Mecozzi

Hired M.E.S.S. to perform asbestos abatement and complete demo on my major home remodel. They were recommended to me by a builder who I believe is very particular about air quality.

They saved me a lot of money, they caused no issues, they were prompt with their quotes and their communication, and they even split their service up (on my contractors request) to finish the last portion several months later - at no additional cost.

If you are in the area, you need to consider them for your job.

Amber Grewer

I have worked with MESS for several years on numerous projects and highly recommend them. Mike is fantastic- very responsive, trustworthy, highly experienced and will make sure the job is done right.

This quote is valid for the next 30 days, after which values may be subject to change.

Signature:  **Date:** 9-22-2025

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 EDUCATION

To the Board of Trustees: Date: December 08, 2025

Subject: **3-S Security Contract for Project at MACSA building located at 660 Sinclair Drive, San Jose, CA 95116**

Support Information: 3-S Security provided 24 hour a day, 7 days a week, onsite monitoring for the fire-damaged building to protect the area, prevent unauthorized access, and maintain safety.

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees award and approve 3- S Security for $122,584.00.

Approved by: Eric Wasinger Title: Senior Executive of Bonds, Maintenance, Operations and Transportation

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

Recommend Approval

10.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Required Pre-Approval Form for Contracts over $5000-

NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.

Type of Contract: ☐ Employee Contract ☑ Independent Contractor Agreement ☐ MOU

School/Department: Maintenance Dept. Date: 09/05/25

Requested by: Eric Wasinger

Name of Company/Individual to be contracted: 3-S Security Inc.

Address: 14897 Heather Dr.

City: San Jose State: CA Zip Code: 95124

Dates of Services: 09-05-25 - 10-30-25

Services to be provided:

24-Hour Site Security, 7-Days a Week at: 660 Sinclair Dr, San Jose, CA 95116.

Estimated Cost: $122,584

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	5870	00	0000	8100	000600	450	8138	$122,584	9/23/2025

Supervisor's Signature: Eric E Wasinger Date: 9-15-2025

Approved: ☑ **Yes** ☐ **No**

3-S Security
14897 Heather Dr.
San Jose, CA 95124
(408) 348-4799
joverstreet12@yahoo.com

Alum Rock Union School District
2930 Gay Ave. San Jose CA 95127
Attn. Eric Wasinger

Address of security venue: 600 Sinclair Dr San Jose CA 95116

Invoice 3S-102125AR
Date: Oct 21, 2025

Services	Date	Hours	Shift	Rate	Total
Stationary Site Security (1 man)	9/5/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/5/25	4	8pm-12am	$70.00	$280.00
Stationary Site Security (1 man)	9/6/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/6/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/6/25	4	8pm-12am	$70.00	$280.00
Stationary Site Security (1 man)	9/7/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/7/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/7/25	4	8pm-12am	$70.00	$280.00
Stationary Site Security (1 man)	9/8/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/8/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/8/25	4	8pm-12am	$70.00	$280.00
Stationary Site Security (1 man)	9/9/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/9/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/9/25	4	8pm-12am	$70.00	$280.00
Stationary Site Security (1 man)	9/10/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/10/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/10/25	4	8pm-12am	$70.00	$280.00
Stationary Site Security (1 man)	9/11/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/11/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/11/25	4	8pm-12am	$70.00	$280.00
Stationary Site Security (1 man)	9/12/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/12/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/12/25	4	8pm-12am	$70.00	$280.00
Stationary Site Security (1 man)	9/13/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/13/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/13/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	9/14/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/14/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/14/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	9/15/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/15/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/15/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	9/16/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/16/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/16/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	9/17/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/17/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/17/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	9/18/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/18/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/18/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	9/19/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/19/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/19/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	9/20/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/20/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/20/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	9/21/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/21/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/21/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	9/22/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/22/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/22/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	9/23/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/23/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/23/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	9/24/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/24/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/24/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	9/25/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/25/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/25/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	9/26/25	24	12am-12am	$70.00	$1,680.00

Stationary Site Security (2nd man - night shift)	9/26/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/26/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	9/27/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/27/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/27/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	9/28/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/28/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/28/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	9/29/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/29/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/29/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	9/30/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	9/30/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	9/30/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/1/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	10/1/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/1/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/2/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	10/2/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/2/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/3/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	10/3/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/3/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/4/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	10/4/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/4/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/5/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	10/5/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/5/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/6/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	10/6/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/6/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/7/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	10/7/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/7/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/8/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	10/8/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/8/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/9/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	10/9/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/9/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/10/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	10/10/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/10/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/11/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	10/11/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/11/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/12/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	10/12/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/12/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/13/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	10/13/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/13/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/14/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	10/14/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/14/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/15/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	10/15/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/15/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/16/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	10/16/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/16/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/17/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	10/17/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/17/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/18/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	10/18/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/18/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/19/25	24	12am-12am	$70.00	$1,680.00
Stationary Site Security (2nd man - night shift)	10/19/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/19/25	6	6pm-12am	$70.00	$420.00
Stationary Site Security (1 man)	10/20/25	6	12am-6am	$70.00	$420.00
Stationary Site Security (2nd man - night shift)	10/20/25	6	12am-6am	$70.00	$420.00
Administrative fee					$11,144.00
Total					**$122,584.00**

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

11.1

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: November 12, 2025

Subject: **Approve YMCA of Silicon Valley new contract amount.**

Support Information: Increase funding in contract for new contract amount

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: ASES

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the YMCA of Silicon Valley new contract amount of $796,758.00.

Submitted by: Dr. Kiela Jimenez Title: Director, Student Support Services

To the Board of Trustees:

Meeting: December 18, 2025
Regular Board Meeting

Recommend Approval

11.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 260038

Original PO Amount $_____ Contract Original Amount: $748,346.00

Vendor Name: YMCA of Silicon Valley Vendor No. 013882

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
x Increase Amount Line Item No.: 2
x Decrease Amount Line Item No.: 1
_____ 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	$748,346.00
Change Order #: 1	$-45,001.04
Change Order #: 2	$94,335.04
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$796,758.00

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	6010	0	5815	00	1110	1000	000000	360	1386	-$45,001.04	
2	060	6010	0	5100	00	1110	1000	000000	360	1386	$94,335.04	

Reason for Adjustment:
Increase funding in contract and moving funds from Line 1 to Line 2.

Decrease line #1 by $45,335.04 and increase line #2 by $94,335.04 for contract new total amount of $796,758.00.

PURCHASING
NOV 10 2025 AM 7:4

School/Dept.: Student Support Services Requested by: Maria Patino

Approval: _____ 11/7/25 Assistant Superintendent of Business Services
(for Contracts Only)

_____ Director/Program Manager

_____ Director of Fiscal Services

_____ Procurement Manager

Date Requested: 11/04/2025 Date Entered: _____ Entered By: _____

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

District: 004 Year: 2026 **P.O. Payment Details** **QSS/OASIS**
Page 1 of 1

Purchase Order
268042

PO # 268042 **RQ #** 260038
Date: 07/01/2025 **Paid:** 09/26/2025 **Printed:** 07/07/2025
Warehouse # 00 **Stores Ord:** 000000 **Buyer:**
Description:
Submitted by: MARIELA HEREDIA
Status: Y **Vendor No:** 013882 **Shipping Loc:** 0000
PO Type: CO CONTRACTS
Vendor: 004-013882 **Ship to:** 0000
YMCA OF SILICON VALLEY
550 S. WINCHESTER BLVD. #250
SAN JOSE, CA 95128

Ln	Stat	Date Entered	Invoice No	Payment	Liq Date Paid	Warrant	Batch	Hold	UT	1099	Disc	Balance
— 0001	**060-6010-0-5815-00-1110-1000-000000-360-1386**							**50,000.00**			**50,000.00**	**P**
1	P	08/31/2025	1344731	4,998.96	4,998.96 09/26/2025	04031333	0129		N	N	N	45,001.04
+ 0002	**060-6010-0-5100-00-1110-1000-000000-360-1386**							**698,346.00**			**698,346.00**	**P**
2	P	08/31/2025	1344731	69,835.74	69,835.74 09/26/2025	04031333	0129		N	N	N	628,510.26
			Total:	**74,834.70**	**74,834.70**							

View Purchase Order

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Generated: 10/31/2025 at 10:57:04 AM

incr line #2 (5100) by $94,335.04
decr line #1 (5815) by -45,001.04

Page 1 of 1

District: 004 Year: 2026 **Purchase Order** **QSS/OASIS**

Page 1 of 1

PO #	RQ #	Type
268042	260038	CO

Vendor: 004-013882
YMCA OF SILICON VALLEY
550 S. WINCHESTER BLVD. #250
SAN JOSE, CA 95128

Ship to: 0000

Date: 07/01/2025
Printed: 07/07/2025
Paid: 09/26/2025
Deliver By:
Status: Y
Released: Y

Site: 0360
Warehouse: 00
Stores Order:
Buyer:
Conf Order: 00

Description	Submitted by	Terms	FOB
	MARIELA HEREDIA	JUNE12.25 OVER $100K	KIELA JIMENEZ

Ln	Split	Quantity	Unit	Unit Cost	Extended	Tax	Stock No	FA
0001	D	1		748,346.00	748,346.00	N		

*** SERVICE CONTRACT OVER $100K ***
YMCA OF SILICON VALLEY WILL PROVIDE AFTER SCHOOL SERVICES DURING THE 2025-2026 SCHOOL YEAR FOR UP TO 360 ARUSD YOUTH. AFTER SCHOOL SERVICES WILL INCLLUDE SCIENCE, TECHNOLOGY, ART/MATH, ENRICHMENT, NUTRITION AND ORGANIZED PHYSICAL ACTIVITIES AT ADELANTE II, LYNDALE, LUCHA, RYAN, AND SAN ANTONIO SCHOOL SITES. PAID BY ASES GRANT.
ADELANTE 11: $145,756.00
LYNDALE: $146,610.00
LUCHA: $146,342.00
RYAN: $162,809.00
SAN ANTONIO: $146,830.00
TERM: 07/01/2025 - 06/30/2026
BOARD APPROVED JUNE 12, 2025

060-6010-0-5815-00-1110-1000-000000-360-1386	50,000.00	6.6814%
060-6010-0-5100-00-1110-1000-000000-360-1386	698,346.00	93.3186%

Extended/Tax/Total: 748,346.00 0.00 748,346.00

Ln	Fnd Resc Y Objt SO Goal Func CstCtr Ste Prgm	Amount	Status
0001	060-6010-0-5815-00-1110-1000-000000-360-1386	50,000.00	P
0002	060-6010-0-5100-00-1110-1000-000000-360-1386	698,346.00	P
	Total:	**748,346.00**	

new total #796,758

Last Updated: 07/07/2025 11:27 **By:** D293

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

11.2

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: November 12, 2025

Subject:	**Approve Boys & Girls Club of Silicon Valley new contract amount.**
Support Information:	Increase funding in contract for new contract amount
Fiscal Impact:	Yes
Budgeted:	Yes
Budget Source:	ASES
Recommended Action:	It is the recommendation of the Interim Superintendent that the Board of Trustees approve the Boys & Girls Club of Silicon Valley new contract amount of $890,601.

Submitted by: Dr. Kiela Jimenez Title: Director, Student Support Services

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

Recommend Approval

11.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 268020

Original PO Amount $_____ Contract Original Amount: $817,371.00

Vendor Name: Boys & Girls Club of Silicon Valley Vendor No. 015725

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
x Increase Amount Line Item No.: 3
x Decrease Amount Line Item No.: 2
_____ 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	$817,371.00
Change Order #: 2	$-35,000.01
Change Order #: 3	$108,230.01
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$890,601.00

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
2	060	6010	0	5815	00	1110	1000	000000	360	1386	-$35,000.01	
3	060	6010	0	5100	00	1110	1000	000000	360	1386	$108,230.01	

11/7/25

Reason for Adjustment:
Increase funding in contract and moving funds from Line 2 to Line 3.

Decrease line #2 by $35,000.01 and increase line #3 by $108,230.01 for contract new total amount of $890,601.00.

PURCHASING
NOV 10 2025 AM 7:4

School/Dept.: Student Support Services Requested by: Maria Patino

Approval: _____ 11/7/25 Assistant Superintendent of Business Services
(for Contracts Only)

_____ Director/Program Manager

_____ Director of Fiscal Services

_____ Procurement Manager

Date Requested: 11/04/2025 Date Entered: _____ Entered By: _____

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

District: 004 Year: 2026 **P.O. Payment Details** **QSS/OASIS**
Page 1 of 1

Purchase Order
268020

PO # 268020 **RQ #** 260023
Date: 07/01/2025 **Paid:** 10/10/2025 **Printed:** 07/07/2025
Warehouse # 00 **Stores Ord:** 000000 **Buyer:**
Description:
Submitted by: MARIELA HEREDIA
Status: Y **Vendor No:** 015725 **Shipping Loc:** 0000
PO Type: CO CONTRACTS
Vendor: 004-015725 **Ship to:** 0000
BOYS & GIRLS CLUB OF SILICON VALLE
2195 CUNNINGHAM AVE.
SAN JOSE, CA 95122

Ln	Stat	Date Entered	Invoice No	Payment	Liq Date Paid	Warrant	Batch	Hold	UT	1099	Disc	Balance
0001			**060-2600-0-5815-00-1110-1000-020200-360-7392**	**438,373.00**								**438,373.00 P**
1	P	08/06/2025	202114635 1 of 10	43,837.24	43,837.24 08/08/2025	04030667	0065		N	N	N	394,535.76
2	P	09/01/2025	202114695 2 OF 10	43,837.24	43,837.24 09/05/2025	04031009	0100		N	N	N	350,698.52
3	P	10/01/2025	202114946 3 OF 10	43,837.40	43,837.40 10/10/2025	04031570	0160		N	N	N	306,861.12
0002			**060-6010-0-5815-00-1110-1000-000000-360-1386**	**50,000.00**								**50,000.00 P**
4	P	08/06/2025	202114635 1 of 10	5,000.02	5,000.02 08/08/2025	04030667	0065		N	N	N	44,999.98
5	P	09/01/2025	202114695 2 OF 10	5,000.02	5,000.02 09/05/2025	04031009	0100		N	N	N	39,999.96
6	P	10/01/2025	202114946 3 OF 10	4,999.95	4,999.95 10/10/2025	04031570	0160		N	N	N	35,000.01
0003			**060-6010-0-5100-00-1110-1000-000000-360-1386**	**328,998.00**								**328,998.00 P**
7	P	08/06/2025	202114635 1 of 10	32,899.84	32,899.84 08/08/2025	04030667	0065		N	N	N	296,098.16
8	P	09/01/2025	202114695 2 OF 10	32,899.84	32,899.84 09/05/2025	04031009	0100		N	N	N	263,198.32
9	P	10/01/2025	202114946 3 OF 10	32,899.75	32,899.75 10/10/2025	04031570	0160		N	N	N	230,298.57
			Total:	**245,211.30**	**245,211.30**							

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increase line #3 by $ 108,230.01
decrease line #2 by $ 35,000.01

District: 004 Year: 2026 **Purchase Order** **QSS/OASIS**

Page 1 of 1

PO #	RQ #	Type
268020	260023	CO

Vendor: 004-015725
BOYS & GIRLS CLUB OF SILICON VALLE
2195 CUNNINGHAM AVE.
SAN JOSE, CA 95122

Ship to: 0000

Date: 07/01/2025
Printed: 07/07/2025
Paid: 10/10/2025
Deliver By:
Status: Y
Released: Y

Site: 0360
Warehouse: 00
Stores Order:
Buyer:
Conf Order: 01

Description	Submitted by	Terms	FOB
	MARIELA HEREDIA	JUNE12.25 OVER $100K	KIELA JIMENEZ

Ln	Split	Quantity	Unit	Unit Cost	Extended	Tax	Stock No	FA
0001	D	1		817,371.00	817,371.00	N		

*** SERVICE CONTRACT OVER $100K ***
BOYS & GIRLS CLUBS OF SILICON VALLEY
WILL PROVIDE UP TO 100 ARUSD
STUDENTS REGULAR SCHOOL DAY AND
AFTER SCHOOL PROGRAM DURING THE
2025-2026 SCHOOL YEAR AT OCALA,
RENAISSANCE AT MATHSON AND SHEPPARD.
PROGRAM WILL INCLUDE
TUTORING/HOMEWORK ASSISTANCE AND
ENRICHMENT ACTIVITIES.
NOT TO EXCEED $817,371.00
TERM: 07/01/2025 - 06/30/2026
BOARD APPROVED JUNE 12, 2025

%

Ln	Split	Quantity	Unit	Unit Cost	Extended	Tax	Stock No	FA
0002	N	1		0.00	0.00	N		

******* CONTRACT AMENDEMENT ********
CHANGE ORDER #1: THE BOYS AND GIRLS
CLUBS WILL PROVIDE TRANSPORTATION
FOR PARTICIPATING STUDENTS TO AND
FROM SPORTS TOURNAMENT VENUES AT NO
COST.
BOARD APPROVED SEPTEMBER 25, 2025

%

Extended/Tax/Total: 817,371.00 0.00 817,371.00

Ln	Fnd	Resc	Y	Objt	SO	Goal	Func	CstCtr	Ste	Prgm	Amount	Status
0001	060	2600	0	5815	00	1110	1000	020200	360	7392	438,373.00	P
0002	060	6010	0	5815	00	1110	1000	000000	360	1386	50,000.00	P
0003	060	6010	0	5100	00	1110	1000	000000	360	1386	328,998.00	P

Total: 817,371.00

new total $452,228

Last Updated: 07/07/2025 09:40 **By:** D293

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Generated: 10/31/2025 at 10:57:41 AM

12.1

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: December 9, 2025

Subject: **Approval of Board Meeting Minutes for the following dates:**
November 20 2025, Regular Board Meeting
December 4, 2025, Special Board Meeting

Recommend Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the meeting minutes.

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

Recommend Approval

12.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, November 20, 2025, 5:30 p.m. at the Alum Rock Union School Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #14-25/26

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

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

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

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

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

Motion #01-14 by Vice-President Andrés Quintero asked to move item 5.2 before item 3.1. Motion #01-14 was seconded by Member Minh Pham.

Member Corina Herrera-Loera asked to consider the presentation first item 3.1 and then 5.2.

MOTION #02-14 by Vice-President Andrés Quintero to approve the agenda. MOTION #02-14 was seconded by Member Minh Pham.

MOTION #02-10 carried **with a** *vote of 4 in favor; one opposition (Member Corina Herrera-Loera); no absent; and no abstention.*

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

Public Comment:
Veronica Amador, Rocio Acona, David Williams, Vince Tran, Eddie Correa, Female Speaker, Rosemary, Maestra Diaz, Female Speaker, Male Speaker and Delia Oseguera.

5. Superintendent/ Board Business

5.2 Direction to Administration to Authorize Discussions with the Mexican Consulate in San Jose Re: District Participation in Ventanillas de Orientacion Educativa.

Hugo Juarez Carrillo, Deputy Consul Adscrito, gave a presentation on the Educational Orientation Window.

MOTION #03-14 by Vice-President Andrés Quintero to move forward with an MOU. MOTION #03-14 was seconded by Clerk Minh Pham.

MOTION #03-14 carried **with a** *vote of 5 in favor; no opposition; no absent; and no abstention.*

3. Special Presentation/Recognition

3.1 Ethnic Studies Presentation

Kathleen Wyatt, Coordinator, Equity, Diversity, gave a presentation on Ethnic Studies.

4. Comments and Communications

4.01 Teamsters, 4.02 California School Employees' Association (CSEA), 4.03 Alum Rock Educator's Association (AREA), 4.04 Alum Rock Administrator's Association (ARAA), and 4.05 Interim Superintendent.

5. Superintendent/ Board Business

5.1 Report and Recommendation of Board Ad Hoc Advisory Sub Committee re: Improvements to Former Renaissance At Fischer Site for Consolidation of Adelante I and Adelante II.

Eric Wasinger, Senior Executive of Bonds & MOT gave a presentation regarding the proposed plans of the Board Ad Hoc Advisory Committee meeting.

Public Comment:
Female speaker, male speaker, Victoria Partida, Delia Oseguera, and Eddie Correra.

Motion #04-14 made by Vice-President Andrés Quintero to go with option 1 and to add a driveway and additional parking spaces. If work is not completed prior to the start of the next school year, it will result in the consultant, Harvey Rose, to be retained to determine why the project was not completed before the start of school year. Motion #04-14 seconded by Clerk Minh Pham.

MOTION #04-14 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

6. Business Services

6.1 Workforce Housing Project Design-Build Firm Presentations and Staff Presentation and Recommendation.

The order that the firms will be presenting is 1. Cahill & Pyatok, 2. JH Fitzmaurice & HKIT 3. Core Builders & Steinberg Hart.

Public Comment:
Sandra Rivera

MOTION #05-14 by Member Corina Herrera-Loera to go with the recommended.

MOTION #06-14 by Member Corina Herrera-Loera to authorize staff to enter into a contract negotiating with Core Builders and Steinberg Hart, which contract shall be subject to Board approval at an open Board meeting.

AMENDED MOTION #07-14 by Member Corina Herrera-Loera to authorize staff to enter into a contract negotiating with Core Builders and Steinberg Hart, which contract shall be subject to Board approval at an open Board meeting, and to amend the final site. MOTION #07-14 was seconded by Member Minh Nguyen.

MOTION #07-14 carried* with a *vote of 2 in favor; 3 opposition (President Linda Chavez, Vice-President Andrés Quintero, and Clerk Minh Pham; no absent; and no abstention.

6. Business Services *(continued)*

MOTION #08-14 by Member Corina Herrera-Loera to resubmit the motion to get the recommendation we are getting with Core Builders.

MOTION #09-14 by Clerk Minh Pham to accept the recommendation. Motion #09-14 seconded by Vice-President Andrés Quintero.

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

6.2 Resolution No. 25-25/26 Authorizing Technology Procurement Under Public Contract Code Section 20118.2.

MOTION #10-14 by Member Corina Herrera-Loera to approve Action Item 6.2 as presented. MOTION #10-14 was seconded by Clerk Minh Pham.

MOTION #10-14 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

7. Bonds/Facilities

7.1 Citizen's Bond Oversight Committee (CBOC) Appointments.

MOTION #11-14 by Vice-President Andrés Quintero to approve Action Item 7.1 as presented. MOTION #11-14 was seconded by Member Corina Herrera-Loera.

MOTION #10-14 carried* with a *vote of 4 in favor; no opposition; one absent (President Linda Chavez); and no abstention.

8. Human Resources

8.1 Resignations.

9. Contracts Over $100,000

9.1 Approve Think Together Services Contract for the 2025/2026 SY.

MOTION #12-14 by Clerk Minh Pham to approve Action Item 9.1 as presented. MOTION #12-14 was seconded by Member Corina Herrera-Loera.

MOTION #12-14 carried* with a *vote of 4 in favor; no opposition; one absent (President Linda Chavez); and no abstention.

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

9.2 Approve the YMCA of Silicon Valley Services Contract for the 2025/2026 SY.

MOTION #13-14 by Clerk Minh Pham to approve Action Item 9.2 as presented. MOTION #13-14 was seconded by Member Corina Herrera-Loera.

MOTION #13-14 carried* with a *vote of 4 in favor; no opposition; one absent (President Linda Chavez); and no abstention.

10. Contract Extension Over $100,000

10.1 Approve the Kidango services contract for the 2025/2026 SY.

MOTION #14-14 by Member Corina Herrera-Loera to approve Action Item 10.1 as presented. MOTION #14-14 was seconded by Clerk Minh Pham.

MOTION #14-14 carried* with a *vote of 4 in favor; no opposition; one absent (President Linda Chavez); and no abstention.

11. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 11. 1, 11.2, 11. 3, 11. 4, 11. 5, 11. 6, 11. 7, and 11. 8.***

MOTION #15-14 by Clerk Minh Pham to approve Agenda Items *11. 1, 11.2, 11. 3, 11. 4, 11. 5, 11. 6, 11, 7, and 11. 8* as presented. MOTION #15-14 was seconded by Member Corina Herrera-Loera.

MOTION #14-14 carried* with a *vote of 4 in favor; no opposition; one absent (President Linda Chavez); and no abstention.

12. Comments and Communications

12.1 Board of Trustees/Communications/Comments.

13. Closed Session

13. 1 Recess to Closed Session

The Board recessed to closed session.

14. RECONVENE TO OPEN SESSION

14.1 Report of Action Taken in Closed Session.

President Linda Chavez said there was a quorum.

Assistant Superintendent Torrico reported the following:

13.3 On a motion by Member Corina Herrera-Loera seconded by Clerk Minh Pham, the Board, by unanimous vote, rejected the Tort claim by claimant CJ in the amount that exceeds $35,000 and instructed the Superintendent or designee to send notice to the claimant.

There were no further actions to report.

15. Future Board Agenda Requests

15.1 Future Board Agenda Requests

16. ADJOURNMENT

16.1 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 11:26 p.m.

Respectfully submitted,

_____

Minh Pham, Board Clerk
mc

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

MINUTES OF A SPECIAL BOARD MEETING AND BOARD STUDY SESSION
Of The BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, December 4, 2025, at 7:45 p.m. at the Alum Rock Union School Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #15-25/26

1. OPEN SESSION

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

President Linda Chavez welcomed everyone in the audience. President Linda Chavez called the Board Meeting to order at 7:49 pm, followed by Roll Call. Board Members present were Linda Chavez (President), Andrés Quintero (Vice-President) *arrived at 7:51pm*, Minh Pham (Clerk), Corina Herrera-Loera (Member), and Minh Nguyen (Member).

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

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

2. Superintendent/Board Business

2. 1 Approve Board Bylaw 9240, Board Training- Second Reading.

MOTION #01-15 by Member Corina Herrera-Loera to approve Action Item 2.1 as presented. MOTION #01-15 was seconded by Member Minh Nguyen.

Public Comment:
David Williams

2. Superintendent/Board Business *(continued)*

2.2 Exhibit 9240- E(1): Board Training- First Reading.
For Information Only

2. 1 Approve Board Bylaw 9240, Board Training- Second Reading.

MOTION #01-15 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention.***

2. 3 Approve Board Bylaw 9250, Remuneration, Reimbursement And Other Benefits - Second Reading.

MOTION #02-15 by Member Corina Herrera-Loera to approve Action Item 2.3 as presented. MOTION #02-15 was seconded by Clerk Minh Pham.

2.4 Approve Updated Board Policies Series: 0000. Philosophy, Goals, Objectives and Comprehensive Plans, 1000. Community Relations, 2000. Administration, 3000. Business and Noninstructional Operations, 4000. Personal, 5000. Students, 6000. Instruction, 7000. Facilities and 9000. Bylaws.

MOTION #03-15 by Clerk Minh Pham, add an amendment to Board Bylaw 7310 Naming Of Facility. MOTION #03-15 was seconded by Vice-President Andrés Quintero.

MOTION #03-15 carried **with a** ***vote of 4 in favor; one opposition (Member Corina Herrera-Loera); no absent; and no abstention.***

2.4 Approve Updated Board Policies Series: 0000. Philosophy, Goals, Objectives and Comprehensive Plans, 1000. Community Relations, 2000. Administration, 3000. Business and Noninstructional Operations, 4000. Personal, 5000. Students, 6000. Instruction, 7000. Facilities and 9000. Bylaws.

MOTION #04-15 carried **with a** ***vote of 4 in favor; one opposition (Member Corina Herrera-Loera); no absent; and no abstention.***

2.5 Approve The Revised District Governance Handbook.

MOTION #05-15 by Vice-President Andrés Quintero to approve Action Item 2.5 as presented. MOTION #05-15 was seconded by Clerk Minh Pham.

MOTION #05-15 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention.***

2. Superintendent/Board Business *(continued)*

2.6 Update on Super Coptia.

Emily McChristian, POSA, VAPA, P.E. & Sports Program gave a presentation regarding the Super Coptia.

3. Instructional Services

3.1 School Sponsored Field Trips

MOTION #06-15 by Vice-President Andrés Quintero to approve Action Item 3.1 as presented. MOTION #06-15 was seconded by Clerk Minh Pham.

MOTION #06-15 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

4. Adjournment

4.01 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 8:27 p.m.

Respectfully submitted,

Minh Pham, Board Clerk

12.2

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: December 2, 2025

Subject: **Acceptance of Donations**

Type: Action (Consent)

Support Information: The District has received donations as summarized on the sheet dated December 18, 2025.

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve acceptance of these donations.

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

To the Board of Trustees:

Recommend Approval

12.2
Agenda Placement

Meeting: December 18, 2025
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
December 18, 2025

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Santa Clara Family Health Plan	Materials & Supplies	200 Totes / 200 Toothbrushes	ARUESD Districtwide
Connect Learning	Materials & Supplies	$10,000.00	ARUESD Districtwide
Philanthropic Ventures Foundation	Materials & Supplies	$ 1,000.00	Lyndale Elementary
Reading for Education	Materials & Supplies	$ 179.19	Lyndale Elementary
CCAF Ability Central	Materials & Supplies	$ 5,000.00	Lyndale Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 1,000.00	Painter Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 500.00	Painter Elementary
Frontstream	Materials & Supplies	$ 60.50	Russo/McEntee Academy
Hillcresters	Materials & Supplies	$ 1,000.00	Sheppard Middle
Linda Vista PTA	Materials & Supplies	$ 1,200.00	Linda Vista Elementary

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

November 13, 2025

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

Dear Board of Trustees:

Please accept the generous donation of 200 totes and 200 toothbrushes from Santa Clara Family Health Plan. These supplies will be used to support students through our quarterly resource distribution events, which provide essential items such as toiletries, warm coats, blankets, socks, rain gear, and additional basic-need supplies for our unhoused and Foster Youth students.
We extend our sincere appreciation to Santa Clara Family Health Plan for their generosity and continued commitment to supporting our students and families.

Sincerely,

Dr. Kiela Jimenez
Director, State and Federal Programs

Sandra Garcia, Interim Superintendent

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

November 3, 2025

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

Please accept the generous donation of $10,000 from Connect & Learning. These funds will be used to support students through our quarterly resource distribution events, which provide essential items such as toiletries, warm coats, blankets, socks, rain gear, and additional basic-need supplies for our unhoused and Foster Youth students.

We extend our sincere appreciation to Connect & Learning for their generosity and continued commitment to supporting our students and families.

Sincerely,

Dr. Kiela Jimenez
Director, State and Federal Programs

Sandra Garcia, Interim Superintendent

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

November 3, 2025

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

Please accept the generous donation of $10,000 from Connect & Learning. These funds will be used to support students through our quarterly resource distribution events, which provide essential items such as toiletries, warm coats, blankets, socks, rain gear, and additional basic-need supplies for our unhoused and Foster Youth students.

We extend our sincere appreciation to Connect & Learning for their generosity and continued commitment to supporting our students and families.

Sincerely,

11/18/25

Dr. Kiela Jimenez
Director, State and Federal Programs

CONNECT LEARNING

2539

DATE Nov. 1. 2025 90/7162

PAY TO THE ORDER OF Alum Rock Union Elementary School District $ 10,000.00

Ten Thousands DOLLARS

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO Donation

⑆322271627⑆ 598123191⑈2539

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

Lyndale Elementary School

ROAR with us!

November 6, 2025

Alum Rock School District
Board of Trustees
2390 Gay Ave.
San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donations for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used For:**
Philanthropic Ventures Foundation Monterey Bay Trip for Susan Hamada	$1,000.00	Under Water Wonders
Total Amount of Donations:	**$1,000.00**	

Sincerely,

Jackie Montejano

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

Ms. Jacqueline Montejano, Principal
Ms. Magdalena Grimaldo, School Secretary
FAX- 408-928-7901

Lyndale Elementary School

ROAR with us!

November 6, 2025

Alum Rock School District
Board of Trustees
2390 Gay Ave.
San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donations for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used For:**
Reading for Education	$179.19	Materials and Supplies
CCAF Ability Central	$5,000.00	Field Trips for Susan Hamada
Total Amount of Donations:	**$5,179.19**	

Sincerely,

Jackie Montejano

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

Ms. Jacqueline Montejano, Principal
Ms. Magdalena Grimaldo, School Secretary
FAX- 408-928-7901

PAINTER ELEMENTARY SCHOOL

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

November 4, 2025

Alum Rock Union School District

Board of Trustees

2930 Gay Ave

San Jose, CA 95127

Dear Board of Trustees,

Please accept the following donation made to Ben Painter Elementary from:

Philanthropic Ventures Foundation $1,000.00 Check#: 78006

This donation will be used to fund school field trips.

Please deposit into donation account:
060-9010-0-4300-00-1110-1000-000000-160-2110

Sincerely,

Dr. Joseph Manluco
Principal

PAINTER ELEMENTARY SCHOOL

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

November 4, 2025

Alum Rock Union School District

Board of Trustees

2930 Gay Ave

San Jose, CA 95127

Dear Board of Trustees,

Please accept the following donation made to Ben Painter Elementary from:

Philanthropic Ventures Foundation $500.00 Check#: 78528

This donation will be used for materials and supplies.

Please deposit into donation account:
060-9010-0-4300-00-1110-1000-000000-160-2110

Sincerely,

Dr. Joseph Manluco
Principal

Russo/McEntee Academy

Gay Ave San Jose, CA 95127

Phone: 408-928-8900

November 05, 2025

Board of Education:

Please accept the following donation from Frontstream on the amount of $60.50 (check) to purchase materials, supplies and other essential items for Russo/McEntee Academy!

Thank you,

Rosa Nieto

Sub Principal

ALUM ROCK SCHOOL DISTRICT
WILLIAM SHEPPARD MIDDLE SCHOOL

480 Rough and Ready Road, San Jose, CA 95133 PHONE: 408.928.8800 FAX: 408.928.8801 sheppard.arusd.org

November 12, 2025

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

Dear Board Members:

Please accept the following donation check made to William Sheppard Middle School from:

Hillcresters	$1,000.00	Check #1192

The monetary donation check is to be used to assist with supplemental educational supplies for all our students. Thank you in advance for your approval.

Sincerely,

Mr. Douglas Kleinhenz
Principal

/sna

Attachment

Linda Vista Elementary School

A Visual & Performing Arts School
100 Kirk Ave San Jose, CA 95127
408-928-7803
Suzanne Cicala – Principal

To: Board of Trustees
From: Linda Vista
Date: November 17, 2025
Re: PTA Donation

To Whom It May Concern,

Please accept check #1280 in the amount of $1200.00 from PTA. They are donating towards 5th grade Science Camp.

Can you please deposit the check into account number 060-9010-0-4300-00-1110-1000-000000-020-2110 check # 1280 $1200.00

Thank you,

Suzanne Cicala-Principal

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

12.3

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: December 2, 2025

Subject: **Approval of Fundraising Activities**

Type: Action (Consent)

Support Information: The District has received fundraising requests as summarized on the attached sheet dated December 18, 2025.

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

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

To the Board of Trustees:

Recommend Approval

12.3
Agenda Placement

Meeting: December 18, 2025
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
December 18, 2025

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Adelante I Academy	Read-a-Thon Sales	PTA	02/11/26-02/25/26
Adelante I Academy	Movie Nights Sales	PTA	11/25/25-05/31/26
Adelante I Academy	Restaurant Sales	PTA	03/14/26-03/14/26
Adelante I Academy	Carnival Sales	PTA	05/08/26-05/08/26
Adelante II Academy	Holiday Show Picture Sales	ASB	12/11/25-12/19/25
Lyndale Elementary	Contributions to the ASB	ASB	11/10/25-06/10/26
Lyndale Elementary	Walk-a-Thon Sales	ASB	12/16/25-12/16/25
Lyndale Elementary	Seasonal Grams' Sales	ASB	12/01/25-06/30/26
Painter Elementary	Holiday Grams' Sales	PTA	12/08/25-12/17/25

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante 1 Date: 10/20/25

Description of Event: Type Read a thon Vendor Self

Purpose for Event: Fundraise for PTA Activities

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): PTA

Proposed Date(s) of Event: Feb 11 - 25, 2026 Time of Event: afterschool

Contact Person: Delia Oseguera

Location of Proposed Activity: offsite

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 25, 24, 23, 22, - - -

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] 11/17/25
Signature Date

Reviewed by Business Services: Maria Nava Date: 12/2/2025

- 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: 10/20/25

Description of Event: Type Movie Nights Vendor Self

Purpose for Event: Fundraise for graduations

If selling food what are the items: snacks & popcorn Brand and package size: Costco

Explain how food is handled/stored prior to or day of event: Buy premade snacks at Costco

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

Proposed Date(s) of Event: Nov 25 - May 26 Time of Event: 5:30 pm

Contact Person: Delia Oseguera

Location of Proposed Activity: black top

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 25, 24, 23, 19, 18.

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 11/17/25 Date

Reviewed by Business Services: Maria Nuño Date: 12/2/2025

- 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 7 Date: 10/20/25

Description of Event: Type Pachanga Vendor Self

Purpose for Event: Activity for parents

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

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

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

Proposed Date(s) of Event: March 14, 2026 Time of Event: evening

Contact Person: Delia Oseguera

Location of Proposed Activity: Moose Lodge

Status of Event (please check one): ☐ New Event ☒ ~~Held~~ previously (years): 25, 24, 23, 19

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

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

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 11/17/25 Date

Reviewed by Business Services: _____ Date: 12/2/2025

- 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: 10/20/25

Description of Event: Type Carnival Vendor Various

Purpose for Event: raise money for school events

If selling food what are the items: Snacks & drinks Brand and package size: various

Explain how food is handled/stored prior to or day of event: food will be stored in PTA closet until event & served in packages with gloves

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

Proposed Date(s) of Event: 5/8/26 Time of Event: 5pm - 8pm

Contact Person: Delia Oseguera

Location of Proposed Activity: Adelante 1

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 25, 24, 23, 19...

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 11/17/25 Date

Reviewed by Business Services: _____ Date: 12/2/2025

- 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 #: 4 **(From Financial Plan)**

School Name: Adelante Dual Language Academy II Date: 11/20/25

Description of Event: Type Holiday Show Picture keepsake Vendor N/A

Purpose for Event: Raise funds for 5th grade Science camp through the sale of Holiday Show Picture keepsakes.

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: 12/11 - 12/19/25 Time of Event: 3:00pm

Contact Person: Josefina Orejel

Location of Proposed Activity: In front of School entrance (By the office)

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2024

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) 11/20/25 (Date)

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

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

Principal Approval: _____ (Signature) 11/20/25 (Date)

Reviewed by Business Services: _____ Date: 12/2/2025

- 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

Request for Approval:
Contributions to the ASB Account

School Site: Lyndale Date: 10/29/25

Purpose for Contributions:
Contributions from parents, teachers, community and friends to be used for field trips, admissions, and transprotation, Science camp, graduation activities and students incentives.

Proposed Date(s) of Event: November 10, 2025 - June 30, 2026

Contact Person: Magdalena Grimaldo

Student Body Account Number:

Status of Event (please check one): ☐ New Event ☑ Held Previously (Years): 2024-2025

What procedures will be used to account for contributions received?
Provide receipts to each donor and keep records of everything that has been received.

Other Background Information (such as other schools or clubs that have held similar events):
N/A

ASB Advisor _____ Date: _____
Signature

Student Council Approval Date 10/29/25

Student Council Representative _____ Date: _____
School Admin (Elementary) Signature

Principal Approval _____ Date: 11/7/2025
Signature

Reviewed by Business Services: Maria Nuñez Date: 12/2/2025

Board Approval Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Lyndale ES Date: November 20, 25

Description of Event: Type Walk-athon Vendor N/A

Purpose for Event: Fund-raise for science camp and field trips

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: X Booster Club (PTA, PTO, Other):

Proposed Date(s) of Event: December 16, 2025 Time of Event: 9:00-11:00 AM

Contact Person: Lynn Mattson

Location of Proposed Activity: Lyndale Blacktop

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 24/25

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature _____ Date

Reviewed by Business Services: Maria Nuñez Date: 12/2/2025

- 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 #: 4 **(From Financial Plan)**

School Name: Lyndale ES Date: November 20, 25

Description of Event: Type Seasonal Grams Vendor N/A

Purpose for Event: Science camp and field trips

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: X Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: Dec. 2025-June 2026 Time of Event: After school

Contact Person: Lynn Mattson and Jackei Montejano

Location of Proposed Activity: Lyndale Elementary

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

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

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

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature _____ Date

Reviewed by Business Services: Maria Nuñez Date: 12/2/2025

- 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: Ben Painter Elementary School Date: 11/20/2025

Description of Event: Type Holiday Grams (selling pencils) Vendor PTA

Purpose for Event: Raise funds for PTA through selling Holiday Grams (pencils)

If selling food what are the items: Not applicable Brand and package size: _____

Explain how food is handled/stored prior to or day of event: Not applicable

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

Proposed Date(s) of Event: 12/08/2025 - 12/17/2025 Time of Event: Mornings, and after-school.

Contact Person: Lynn Tran (lynn@tran.ws 408-828-2885)

Location of Proposed Activity: Campus at Ben Painter Elementary School

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

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

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

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: [signature] 11/21/25
Signature Date

Reviewed by Business Services: [signature] Date: 12/2/2025
Signature

- 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 _____

12.4

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: December 10, 2025

Subject: **Vendor & Payroll Warrants**

Type: Action (Consent)

Support Information: Summary of Vendor and Payroll Warrants issued during November month of Fiscal Year 2025/2026.

Total of vendor warrants	$	3,773,419.67
Total of payroll warrants	$	4,815,095.59
Total	**$**	**8,588,515.26**

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the Vendor & Payroll Warrants for the month of November 2025.

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

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

Recommend Approval

12.4
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by: _____

Approved: _____ Not Approved: _____ Tabled:

November 2025

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$1,586,664.64
120	Child Development Fund	$452.29
130	Cafeteria Fund	$262,523.98
140	Deferred Maintenance Fund	$5,560.00
210	Building Fund	$253,098.17
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	$1,661,959.73
	Subtotal	**$3,770,258.81**
088	Student Body Fund	$3,160.86
	Total Vendor Warrants	**$3,773,419.67**

	PAYROLL WARRANTS	
	10th of the month	$547,333.41
	EOM Payroll	$4,267,762.18
	AREA EOM	$0.00
	Manual Checks	$0.00
	Void Checks	$0.00
	Total Payroll Warrants	**$4,815,095.59**
	Grand Total All Warrants	**$8,588,515.26**

	From	To
AP Warrants used #	4031996	- 4032273
Payroll Direct Deposit Pay Stub used #	4798582	- 4800097
Payroll Checks used #	4408517	- 4408631

AP Check Register - Pivot Table Summary by Vendor
November 2025

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
5 STAR STUDENTS SOLUTIONS LLC	11/17/2025	4032141	LICENSING AGREEMENTS	060	260-OCALA	$ 2,850.00
5 STAR STUDENTS SOLUTIONS LLC Total						**$ 2,850.00**
AAA BUSINESS SUPPLIES	11/7/2025	4032024	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 27.00
AAA BUSINESS SUPPLIES Total						**$ 27.00**
ACE CHARTER SCHOOLS	11/21/2025	4032205	A/P - YEAR END ACCRUALS	010	000-DISTRICTWIDE - UNALLOCATE	$ 2,309.44
ACE CHARTER SCHOOLS Total						**$ 2,309.44**
ADAPTIVE TECH SOLUTIONS LLC	11/21/2025	4032155	MATERIALS AND SUPPLIES	010	380-SPECIAL EDUCATION	$ 62.99
ADAPTIVE TECH SOLUTIONS LLC Total						**$ 62.99**
AIR FILTER/CONTROL	11/10/2025	4032075	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 9,858.59
	11/14/2025	4032119	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,032.98
AIR FILTER/CONTROL Total						**$ 10,891.57**
ALISA BAKER	11/10/2025	4032076	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 7,700.00
ALISA BAKER Total						**$ 7,700.00**
ALLIED REFRIGERATION INC.	11/13/2025	4032094	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 213.65
ALLIED REFRIGERATION INC. Total						**$ 213.65**
ALUM ROCK #305	11/6/2025	4031999	DUES	010	000-DISTRICTWIDE - UNALLOCATE	$ 378.00
ALUM ROCK #305 Total						**$ 378.00**
ALUM ROCK ADMINISTRATORS ASSOC	11/6/2025	4032000	DUES	010	000-DISTRICTWIDE - UNALLOCATE	$ 480.00
ALUM ROCK ADMINISTRATORS ASSOC Total						**$ 480.00**
AMAZON.COM LLC	11/7/2025	4032025	MATERIALS AND SUPPLIES	010	065-LCAP- EARLY LEARNING CTR	$ 304.54
		4032025	MATERIALS AND SUPPLIES	060	061-SEL - Social Emotional Learning	$ 200.46
		4032025	MATERIALS AND SUPPLIES	060	340-STUDENT SERVICES	$ 337.59
		4032025	MATERIALS AND SUPPLIES	080	380-SPECIAL EDUCATION	$ 109.34
		4032025	MATERIALS AND SUPPLIES	120	065-LCAP- EARLY LEARNING CTR	$ 170.88
		4032025	TEACHER SUPPLIES	010	380-SPECIAL EDUCATION	$ 489.63
		4032058	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 95.22
	11/21/2025	4032161	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$ 453.34
		4032161	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 179.75
		4032161	MATERIALS AND SUPPLIES	010	470-TRANSPORTATION SERVICES	$ 258.16
		4032184	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$ 72.59
		4032206	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 84.20
		4032206	MATERIALS AND SUPPLIES	060	030-LYNDALE	$ 197.27
		4032228	MATERIALS AND SUPPLIES	010	340-STUDENT SERVICES	$ 185.93
		4032228	MATERIALS AND SUPPLIES	010	380-SPECIAL EDUCATION	$ 100.07
		4032228	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 114.20
	11/14/2025	4032120	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$ 48.66
	11/13/2025	4032112	MATERIALS AND SUPPLIES	010	340-STUDENT SERVICES	$ 330.18
		4032112	MATERIALS AND SUPPLIES	010	433-WAREHOUSE	$ 131.24
		4032112	MATERIALS AND SUPPLIES	060	340-STUDENT SERVICES	$ 44.55
	11/24/2025	4032262	MATERIALS AND SUPPLIES	010	380-SPECIAL EDUCATION	$ 21.79
AMAZON.COM LLC Total						**$ 3,929.59**
AMERGIS HEALTHCARE STAFFING	11/21/2025	4032162	CONTRACTED SERVICES	010	380-SPECIAL EDUCATION	$ 21,433.75
	11/14/2025	4032121	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 286,963.50

AP Check Register - Pivot Table Summary by Vendor
November 2025

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
AMERGIS HEALTHCARE STAFFING	11/24/2025	4032263	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 1,289.60
AMERGIS HEALTHCARE STAFFING Total						**$ 309,686.85**
AMERICAN FIDELITY ASSURANCE	11/6/2025	4032001	MEDICAL INSURANCE	010	000-DISTRICTWIDE - UNALLOCATE	$ 10,915.00
		4032001	VOLUNTARY DEDUCTIONS	010	000-DISTRICTWIDE - UNALLOCATE	$ 1,000.00
AMERICAN FIDELITY ASSURANCE Total						**$ 11,915.00**
AMERICAN FIDELITY ASSURANCE CO	11/6/2025	4032002	OTHER INSURANCE	010	000-DISTRICTWIDE - UNALLOCATE	$ 27,184.62
AMERICAN FIDELITY ASSURANCE CO Total						**$ 27,184.62**
AMY ELIZABETH RODRIGUES	11/7/2025	4032042	TRAVEL AND CONFERENCES	010	380-SPECIAL EDUCATION	$ 65.00
AMY ELIZABETH RODRIGUES Total						**$ 65.00**
ANGELICA AGUILERA	11/21/2025	4032163	MILEAGE	010	340-STUDENT SERVICES	$ 32.90
ANGELICA AGUILERA Total						**$ 32.90**
ASJ INC	11/21/2025	4032207	CONTRACTED SERVICES	060	030-LYNDALE	$ 2,694.35
ASJ INC Total						**$ 2,694.35**
ASSOCIATION OF CALIFORNIA	11/6/2025	4032003	DUES	010	000-DISTRICTWIDE - UNALLOCATE	$ 2,547.82
ASSOCIATION OF CALIFORNIA Total						**$ 2,547.82**
AT&T	11/6/2025	4031996	TELEPHONE	010	450-FACILITIES/PLANNING	$ 50.97
		4031998	TELEPHONE	010	450-FACILITIES/PLANNING	$ 50.97
	11/25/2025	4032272	TELEPHONE	010	450-FACILITIES/PLANNING	$ 4,384.76
AT&T Total						**$ 4,486.70**
AXIOM COMMUNICATIONS SYSTEMS	11/10/2025	4032077	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 1,604.24
AXIOM COMMUNICATIONS SYSTEMS Total						**$ 1,604.24**
A-Z BUS SALES INC	11/13/2025	4032093	MATERIALS AND SUPPLIES	010	470-TRANSPORTATION SERVICES	$ 190.76
A-Z BUS SALES INC Total						**$ 190.76**
B.T.I. INC.	11/21/2025	4032156	RELOCATABLE PURCHASE	210	450-FACILITIES/PLANNING	$ 99,613.86
B.T.I. INC. Total						**$ 99,613.86**
BAY AREA FLOOR MACHINE	11/10/2025	4032078	REPAIR OF EQUIPMENT	010	450-FACILITIES/PLANNING	$ 165.71
BAY AREA FLOOR MACHINE Total						**$ 165.71**
BINAIFER PATEL	11/7/2025	4032016	LICENSING AGREEMENTS	060	320-RUSSO	$ 600.00
BINAIFER PATEL Total						**$ 600.00**
BIOMETRICS4ALL INC.	11/14/2025	4032122	FINGER PRINTING	010	600-HUMAN RESOURCES	$ 25.50
BIOMETRICS4ALL INC. Total						**$ 25.50**
BLICK ART MATERIALS LLC	11/24/2025	4032254	MATERIALS AND SUPPLIES	060	260-OCALA	$ 244.34
BLICK ART MATERIALS LLC Total						**$ 244.34**
BONNER, EDWARD	11/13/2025	4032095	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ 229.22
BONNER, EDWARD Total						**$ 229.22**
BRAVO, MANDY	11/7/2025	4032059	ACCOUNTS PAYABLE	080	000-DISTRICTWIDE - UNALLOCATE	$ 15.30
BRAVO, MANDY Total						**$ 15.30**
BRIGAID LLC	11/21/2025	4032185	PROF/CONSULT SVC OPERATIN	060	480-CHILD NUTRITION SERVICES	$ 15,900.00
BRIGAID LLC Total						**$ 15,900.00**
CALIFORNIA DEPARTMENT OF ED	11/6/2025	4031997	INTEREST	010	000-DISTRICTWIDE - UNALLOCATE	$ 1.47
CALIFORNIA DEPARTMENT OF ED Total						**$ 1.47**
CALIFORNIA SCHOOL NURSE	11/7/2025	4032026	TRAVEL AND CONFERENCES	010	380-SPECIAL EDUCATION	$ 1,215.00
CALIFORNIA SCHOOL NURSE Total						**$ 1,215.00**

AP Check Register - Pivot Table Summary by Vendor
November 2025

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
CARAHSOFT TECHNOLOGY CORP	11/21/2025	4032208	TELEPHONE	010	450-FACILITIES/PLANNING	$ 998.79
CARAHSOFT TECHNOLOGY CORP Total						**$ 998.79**
CARLOS C TRIPODI	11/7/2025	4032017	MILEAGE	010	360-STATE & FEDERAL	$ 42.00
CARLOS C TRIPODI Total						**$ 42.00**
CARLOS, LISABET	11/7/2025	4032018	MILEAGE	080	380-SPECIAL EDUCATION	$ 58.80
CARLOS, LISABET Total						**$ 58.80**
CBM HARDWARE LLC, ROGER D VAN	11/10/2025	4032079	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 568.76
	11/7/2025	4032027	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 142.09
CBM HARDWARE LLC, ROGER D VAN Total						**$ 710.85**
CDW LLC	11/24/2025	4032255	SUPPLY-INVENTORY(NON-CAP	060	285-ADELANTE II	$ 634.91
CDW LLC Total						**$ 634.91**
CHRISTINA RAQUEDAN	11/10/2025	4032080	MILEAGE	080	380-SPECIAL EDUCATION	$ 42.00
CHRISTINA RAQUEDAN Total						**$ 42.00**
CHRISTOPHER PHAN	11/7/2025	4032060	TRAVEL AND CONFERENCES	010	310-MUSIC	$ 60.00
CHRISTOPHER PHAN Total						**$ 60.00**
CHUC, PHON	11/13/2025	4032096	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ 458.08
CHUC, PHON Total						**$ 458.08**
CIELO ROSARIO Q ULPINDO	11/21/2025	4032229	CONTRACTED SERVICES	010	460-TECHNOLOGY SERVICES	$ 500.00
CIELO ROSARIO Q ULPINDO Total						**$ 500.00**
CINTAS CORPORATION	11/13/2025	4032097	CONTRACTED SERVICES	010	433-WAREHOUSE	$ 13.68
		4032097	CONTRACTED SERVICES	010	450-FACILITIES/PLANNING	$ 191.92
		4032097	CONTRACTED SERVICES	010	470-TRANSPORTATION SERVICES	$ 457.86
		4032097	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 87.37
CINTAS CORPORATION Total						**$ 750.83**
CITY OF SAN JOSE	11/6/2025	4032012	SEWAGE	010	450-FACILITIES/PLANNING	$ 133,281.79
CITY OF SAN JOSE Total						**$ 133,281.79**
COALITION FOR ADEQUATE SCHOOL	11/21/2025	4032157	TRAVEL AND CONFERENCES	210	451-BONDS DEPARTMENT	$ 5,936.00
COALITION FOR ADEQUATE SCHOOL Total						**$ 5,936.00**
COAST DESIGNS	11/24/2025	4032256	MATERIALS AND SUPPLIES	088	260-OCALA	$ 1,207.86
COAST DESIGNS Total						**$ 1,207.86**
COVOC CORPORATION	11/17/2025	4032142	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 11,541.33
COVOC CORPORATION Total						**$ 11,541.33**
CREAM CO. LLC	11/21/2025	4032186	FOOD	130	480-CHILD NUTRITION SERVICES	$ 7,043.34
CREAM CO. LLC Total						**$ 7,043.34**
CREATIVE LEARNING CENTER	11/17/2025	4032143	SUBAGREEMENTS FOR SERVICE	080	380-SPECIAL EDUCATION	$ 22,789.00
CREATIVE LEARNING CENTER Total						**$ 22,789.00**
CRISTOBAL CORTES	11/21/2025	4032164	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 150.00
CRISTOBAL CORTES Total						**$ 150.00**
CROWN AWARDS	11/24/2025	4032264	MATERIALS AND SUPPLIES	060	170-SHEPPARD	$ 299.50
CROWN AWARDS Total						**$ 299.50**
CROWN CASTLE INTERNATIONAL	11/21/2025	4032230	TELEPHONE	010	450-FACILITIES/PLANNING	$ 4,049.44
CROWN CASTLE INTERNATIONAL Total						**$ 4,049.44**
CSEA VICTORY CLUB	11/6/2025	4032004	DUES	010	000-DISTRICTWIDE - UNALLOCATE	$ 47.00

AP Check Register - Pivot Table Summary by Vendor
November 2025

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
CSEA VICTORY CLUB	45967	4032004	VOLUNTARY DEDUCTIONS	010	000-DISTRICTWIDE - UNALLOCATE	$ 58.00
CSEA VICTORY CLUB Total						**$ 105.00**
CUSTOMINK PARENT LLC	11/7/2025	4032061	MATERIALS AND SUPPLIES	210	451-BONDS DEPARTMENT	$ 368.38
CUSTOMINK PARENT LLC Total						**$ 368.38**
DANNIS WOLIVER KELLY	11/21/2025	4032209	LEGAL EXPENSES	010	700-BOARD OF TRUSTEES	$ 197.50
		4032209	LEGAL EXPENSES	210	450-FACILITIES/PLANNING	$ 18,683.50
DANNIS WOLIVER KELLY Total						**$ 18,881.00**
DASH, SAMHITA	11/7/2025	4032043	ACCOUNTS PAYABLE	010	000-DISTRICTWIDE - UNALLOCATE	$ 17.64
	11/21/2025	4032187	MILEAGE	010	360-STATE & FEDERAL	$ 17.50
DASH, SAMHITA Total						**$ 35.14**
DAYLIGHT FOODS INC	11/20/2025	4032152	FOOD	130	480-CHILD NUTRITION SERVICES	$ 56,524.28
DAYLIGHT FOODS INC Total						**$ 56,524.28**
DECKER INC.	11/21/2025	4032210	MATERIALS AND SUPPLIES	010	040-MCCOLLAM	$ 757.90
DECKER INC. Total						**$ 757.90**
DEVINE INTERVENTION SERVICES	11/10/2025	4032081	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 22,260.00
DEVINE INTERVENTION SERVICES Total						**$ 22,260.00**
DIANA TUCKER	11/21/2025	4032231	REPAIR OF EQUIPMENT	060	310-MUSIC	$ 366.55
DIANA TUCKER Total						**$ 366.55**
DILWORTH, JACQUELINE	11/7/2025	4032044	TRAVEL AND CONFERENCES	060	310-MUSIC	$ 963.55
	11/21/2025	4032165	MILEAGE	010	310-MUSIC	$ 10.50
	11/20/2025	4032151	TRAVEL AND CONFERENCES	060	310-MUSIC	$ 963.55
DILWORTH, JACQUELINE Total						**$ 1,937.60**
DSA - OFFICE OF REGULATORY	11/6/2025	4032013	DSA PLAN CHECK FEES	210	260-OCALA	$ 12,080.00
DSA - OFFICE OF REGULATORY Total						**$ 12,080.00**
EDUCATION HOUSING PARTNERS INC	11/13/2025	4032098	OTHER COSTS - PLANNING	210	296-WORKFORCE HOUSING	$ 15,000.00
EDUCATION HOUSING PARTNERS INC Total						**$ 15,000.00**
EINSTEIN NOAH RESTAURANT	11/21/2025	4032232	CATERING	120	065-LCAP- EARLY LEARNING CTR	$ 248.05
EINSTEIN NOAH RESTAURANT Total						**$ 248.05**
ELIZABETH CONTRERAS	11/21/2025	4032233	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 150.00
ELIZABETH CONTRERAS Total						**$ 150.00**
EMERIC BISBEE	11/7/2025	4032019	OUTDR ED-FLD TRIP-ADMISSI	060	320-RUSSO	$ 312.00
	11/14/2025	4032123	OUTDR ED-FLD TRIP-ADMISSI	060	320-RUSSO	$ 313.00
EMERIC BISBEE Total						**$ 625.00**
EVELYN H LOUGHRAN	11/21/2025	4032166	TRAVEL AND CONFERENCES	010	305-CURR & INSTR	$ 271.66
EVELYN H LOUGHRAN Total						**$ 271.66**
FAROTTE, DEBORAH	11/13/2025	4032099	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ 893.88
FAROTTE, DEBORAH Total						**$ 893.88**
FEDEX	11/7/2025	4032045	POSTAGE	010	430-FISCAL SERVICES	$ 258.08
		4032045	POSTAGE	010	600-HUMAN RESOURCES	$ 66.24
	11/21/2025	4032188	POSTAGE	010	430-FISCAL SERVICES	$ 6.56
		4032188	POSTAGE	010	600-HUMAN RESOURCES	$ 68.89
	11/14/2025	4032140	POSTAGE	010	430-FISCAL SERVICES	$ 18.15
		4032140	POSTAGE	010	600-HUMAN RESOURCES	$ 78.36

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FEDEX Total						$ 496.28
FERGUSON US HOLDINGS, INC.	11/10/2025	4032082	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,570.37
FERGUSON US HOLDINGS, INC. Total						$ 1,570.37
FERNANDO P CRESPO	11/13/2025	4032113	PARTS	010	470-TRANSPORTATION SERVICES	$ 177.78
FERNANDO P CRESPO Total						$ 177.78
FIRST STUDENT INC.	11/21/2025	4032158	BUS TRANSPORTATION NON AR	060	040-MCCOLLAM	$ 935.00
	11/17/2025	4032144	BUS TRANSPORTATION NON AR	060	270-LUCHA	$ 1,485.40
FIRST STUDENT INC. Total						$ 2,420.40
FRESNO BIPOC PRODUCE INC.	11/14/2025	4032124	FOOD	130	480-CHILD NUTRITION SERVICES	$ 6,324.75
FRESNO BIPOC PRODUCE INC. Total						$ 6,324.75
FURMAN CONSTRUCTION INSPECTION	11/24/2025	4032265	INSPECTIONS	010	450-FACILITIES/PLANNING	$ 12,025.00
FURMAN CONSTRUCTION INSPECTION Total						$ 12,025.00
GARDA CL WEST	11/24/2025	4032266	CONTRACTED SERVICES	010	430-FISCAL SERVICES	$ 226.43
		4032266	CONTRACTED SERVICES	130	480-CHILD NUTRITION SERVICES	$ 226.42
GARDA CL WEST Total						$ 452.85
GARIMELLA, SAI KALY	11/7/2025	4032046	MATERIALS AND SUPPLIES	060	240-SAN ANTONIO	$ 483.58
GARIMELLA, SAI KALY Total						$ 483.58
GARY GILLMOR & ASSOCIATES	11/7/2025	4032062	CONTRACTED SERVICES	010	710-SUPERINTENDENT	$ 5,220.00
GARY GILLMOR & ASSOCIATES Total						$ 5,220.00
GATEWAY EDUCATION HOLDING LLC	11/13/2025	4032100	LICENSING AGREEMENTS	060	300-EDUCATIONAL SVCS	$ 1,545.60
GATEWAY EDUCATION HOLDING LLC Total						$ 1,545.60
GEINAH LIM NIERRA	11/7/2025	4032020	MILEAGE	080	380-SPECIAL EDUCATION	$ 102.90
GEINAH LIM NIERRA Total						$ 102.90
GLEN PRICE GROUP	11/7/2025	4032028	CONTRACTED SERVICES	060	061-SEL - Social Emotional Learning	$ 32,499.99
	11/21/2025	4032211	CONTRACTED SERVICES	060	061-SEL - Social Emotional Learning	$ 20,833.33
GLEN PRICE GROUP Total						$ 53,333.32
GLORIA ELENA SERMENO	11/24/2025	4032267	MATERIALS AND SUPPLIES	010	080-HUBBARD	$ 894.69
GLORIA ELENA SERMENO Total						$ 894.69
GOLD STAR FOODS	11/24/2025	4032257	FOOD	130	480-CHILD NUTRITION SERVICES	$ 151,209.90
GOLD STAR FOODS Total						$ 151,209.90
HECTOR HERNANDEZ	11/25/2025	4032270	TEACHER SUPPLIES	010	240-SAN ANTONIO	$ 327.26
HECTOR HERNANDEZ Total						$ 327.26
HOKALI INC.	11/21/2025	4032189	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 49,357.00
HOKALI INC. Total						$ 49,357.00
HOME DEPOT U.S.A. INC.	11/10/2025	4032083	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,370.92
	11/7/2025	4032029	MATERIALS AND SUPPLIES	010	433-WAREHOUSE	$ 17.17
		4032063	MATERIALS AND SUPPLIES	010	433-WAREHOUSE	$ 83.60
	11/14/2025	4032125	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 20.21
HOME DEPOT U.S.A. INC. Total						$ 1,491.90
HYLBERT, MONICA	11/7/2025	4032030	MILEAGE	010	061-SEL - Social Emotional Learning	$ 14.00
HYLBERT, MONICA Total						$ 14.00
IMPERIAL BAG & PAPER CO LLC	11/20/2025	4032153	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$ 23,557.67
IMPERIAL BAG & PAPER CO LLC Total						$ 23,557.67

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IRENE IAN WAI CHAN	11/21/2025	4032167	TEACHER SUPPLIES	010	120-APTITUD	$	397.06
IRENE IAN WAI CHAN Total						**$**	**397.06**
IRIS LYNN CHAREST	11/21/2025	4032168	LICENSING AGREEMENTS	010	240-SAN ANTONIO	$	107.40
		4032168	LICENSING AGREEMENTS	010	270-LUCHA	$	71.60
IRIS LYNN CHAREST Total						**$**	**179.00**
J.W. PEPPER & SON INC.	11/24/2025	4032258	MATERIALS AND SUPPLIES	060	260-OCALA	$	87.50
J.W. PEPPER & SON INC. Total						**$**	**87.50**
JACK OVERSTREET	11/24/2025	4032268	SECURITY SERVICES	010	450-FACILITIES/PLANNING	$	122,584.00
JACK OVERSTREET Total						**$**	**122,584.00**
JAFET TORRES PLUMBING AND	11/13/2025	4032101	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$	6,500.00
JAFET TORRES PLUMBING AND Total						**$**	**6,500.00**
JAIME AGUILAR ROBLES	11/21/2025	4032169	MILEAGE	010	450-FACILITIES/PLANNING	$	19.60
JAIME AGUILAR ROBLES Total						**$**	**19.60**
JESS FERNANDEZ	11/25/2025	4032271	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$	12,450.00
JESS FERNANDEZ Total						**$**	**12,450.00**
JESUS L ARAUJO JR	11/7/2025	4032047	PROF/CONSULT SVC OPERATIN	010	340-STUDENT SERVICES	$	66.00
JESUS L ARAUJO JR Total						**$**	**66.00**
JIMENEZ, SUYEN	11/21/2025	4032234	MATERIALS AND SUPPLIES	010	120-APTITUD	$	262.48
JIMENEZ, SUYEN Total						**$**	**262.48**
JOHN PATRICK FITZHUGH	11/13/2025	4032114	TEACHER SUPPLIES	010	310-MUSIC	$	400.00
JOHN PATRICK FITZHUGH Total						**$**	**400.00**
JONES SCHOOL SUPPLY CO. INC.	11/14/2025	4032126	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$	126.16
JONES SCHOOL SUPPLY CO. INC. Total						**$**	**126.16**
KATHLEEN EILEEN CASEY-GARCIA	11/21/2025	4032170	TEACHER SUPPLIES	010	120-APTITUD	$	65.42
KATHLEEN EILEEN CASEY-GARCIA Total						**$**	**65.42**
KATRINA VALDEZ	11/21/2025	4032171	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$	18,666.66
KATRINA VALDEZ Total						**$**	**18,666.66**
KATZ, ASHLEY	11/21/2025	4032212	TRAVEL AND CONFERENCES	060	310-MUSIC	$	202.23
KATZ, ASHLEY Total						**$**	**202.23**
KEENAN & ASSOCIATES	11/10/2025	4032084	OTHER INSURANCE	670	600-HUMAN RESOURCES	$	53,758.00
		4032085	OTHER INSURANCE	670	600-HUMAN RESOURCES	$	11,011.00
KEENAN & ASSOCIATES Total						**$**	**64,769.00**
KEENAN FINANCIAL SERVICES	11/21/2025	4032235	P & L INSURANCE	010	600-HUMAN RESOURCES	$	3,454.10
KEENAN FINANCIAL SERVICES Total						**$**	**3,454.10**
KOMIR MINDS LLC	11/13/2025	4032102	CONTRACTED SERVICES	060	305-CURR & INSTR	$	18,000.00
KOMIR MINDS LLC Total						**$**	**18,000.00**
KRISTIN ANN BURT	11/10/2025	4032086	TRAVEL AND CONFERENCES	060	305-CURR & INSTR	$	100.00
KRISTIN ANN BURT Total						**$**	**100.00**
LAKESHORE EQUIPMENT COMPANY	11/21/2025	4032190	SUPPLY-INVENTORY(NON-CAP	060	260-OCALA	$	861.38
		4032213	MATERIALS AND SUPPLIES	010	080-HUBBARD	$	249.76
		4032236	MATERIALS AND SUPPLIES	060	260-OCALA	$	458.71
LAKESHORE EQUIPMENT COMPANY Total						**$**	**1,569.85**
LAM, DUSTIN	11/10/2025	4032087	MILEAGE	080	380-SPECIAL EDUCATION	$	13.30

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LAM, DUSTIN Total					$ 13.30
LET'S TRAVEL	11/21/2025	4032237	TRAVEL AND CONFERENCES	010 380-SPECIAL EDUCATION	$ 2,467.60
		4032237	TRAVEL AND CONFERENCES	010 460-TECHNOLOGY SERVICES	$ 622.50
		4032237	TRAVEL AND CONFERENCES	010 710-SUPERINTENDENT	$ 193.60
		4032237	TRAVEL AND CONFERENCES	060 305-CURR & INSTR	$ 306.60
		4032237	TRAVEL AND CONFERENCES	060 310-MUSIC	$ 2,728.33
		4032237	TRAVEL AND CONFERENCES	210 451-BONDS DEPARTMENT	$ 537.23
LET'S TRAVEL Total					$ 6,855.86
LIDIA GALLARDO	11/7/2025	4032048	MATERIALS AND SUPPLIES	010 450-FACILITIES/PLANNING	$ 144.57
LIDIA GALLARDO Total					$ 144.57
LIONICIA CRUZ	11/7/2025	4032064	MILEAGE	130 480-CHILD NUTRITION SERVICES	$ 145.45
LIONICIA CRUZ Total					$ 145.45
LOZANO SMITH LLP	11/7/2025	4032031	LEGAL EXPENSES	080 380-SPECIAL EDUCATION	$ 5,638.50
	11/17/2025	4032145	LEGAL EXPENSES	010 340-STUDENT SERVICES	$ 11,118.50
LOZANO SMITH LLP Total					$ 16,757.00
LUC, VAN VAN	11/13/2025	4032103	PARCEL TAX	010 000-DISTRICTWIDE - UNALLOCATE	$ 229.22
LUC, VAN VAN Total					$ 229.22
LUZ MARIA ALCARAZ	11/21/2025	4032172	MATERIALS AND SUPPLIES	010 450-FACILITIES/PLANNING	$ 150.00
LUZ MARIA ALCARAZ Total					$ 150.00
LUZ VAZQUEZ HERNANDEZ	11/21/2025	4032173	MATERIALS AND SUPPLIES	010 450-FACILITIES/PLANNING	$ 150.00
LUZ VAZQUEZ HERNANDEZ Total					$ 150.00
MARCELINA RUIZ	11/21/2025	4032238	MATERIALS AND SUPPLIES	010 450-FACILITIES/PLANNING	$ 123.65
MARCELINA RUIZ Total					$ 123.65
MARIA ARANGO	11/7/2025	4032049	MATERIALS AND SUPPLIES	010 450-FACILITIES/PLANNING	$ 150.00
MARIA ARANGO Total					$ 150.00
MARIA CABRERA	11/7/2025	4032021	MILEAGE	080 380-SPECIAL EDUCATION	$ 113.05
MARIA CABRERA Total					$ 113.05
MARIA CARMINA OROZCO	11/21/2025	4032191	MILEAGE	010 380-SPECIAL EDUCATION	$ 58.80
MARIA CARMINA OROZCO Total					$ 58.80
MARIA DE JESUS ESPINOZA	11/7/2025	4032050	CATERING	010 240-SAN ANTONIO	$ 37.80
		4032050	CATERING	010 270-LUCHA	$ 25.20
MARIA DE JESUS ESPINOZA Total					$ 63.00
MARIA DILSA GONZALEZ	11/7/2025	4032065	MILEAGE	130 480-CHILD NUTRITION SERVICES	$ 98.43
MARIA DILSA GONZALEZ Total					$ 98.43
MARIAM BANIE	11/21/2025	4032174	MATERIALS AND SUPPLIES	010 120-APTITUD	$ 189.17
		4032174	TEACHER SUPPLIES	010 120-APTITUD	$ 400.00
MARIAM BANIE Total					$ 589.17
MARILU BELMAN	11/7/2025	4032022	MATERIALS AND SUPPLIES	010 280-ADELANTE	$ 123.88
MARILU BELMAN Total					$ 123.88
MARTIN ALAN BROOKS	11/21/2025	4032175	TEACHER SUPPLIES	010 120-APTITUD	$ 382.30
MARTIN ALAN BROOKS Total					$ 382.30
MATA, TOMASA	11/13/2025	4032104	MATERIALS AND SUPPLIES	010 450-FACILITIES/PLANNING	$ 150.00
MATA, TOMASA Total					$ 150.00

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MCKINLEY ELEVATOR CORPORATION	11/10/2025	4032088	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$	1,000.00
MCKINLEY ELEVATOR CORPORATION Total						**$**	**1,000.00**
MELVIN RIVERA	11/7/2025	4032066	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$	150.00
MELVIN RIVERA Total						**$**	**150.00**
MENDOZA-GREEN, ANISSA	11/7/2025	4032032	MILEAGE	060	260-OCALA	$	10.50
MENDOZA-GREEN, ANISSA Total						**$**	**10.50**
MEXICO BAKERY INC	11/13/2025	4032115	CATERING	010	260-OCALA	$	49.10
MEXICO BAKERY INC Total						**$**	**49.10**
MICHAEL O WEILER	11/7/2025	4032051	ACCOUNTS PAYABLE	010	000-DISTRICTWIDE - UNALLOCATE	$	46.27
MICHAEL O WEILER Total						**$**	**46.27**
MID AMERICA ADMINISTRATION	11/6/2025	4032005	RETIREMENT IN LIEU OF OASD	010	000-DISTRICTWIDE - UNALLOCATE	$	7,543.54
MID AMERICA ADMINISTRATION Total						**$**	**7,543.54**
MIRACLE PLAYSYSTEMS INC.	11/21/2025	4032214	SITES AND IMPROVEMENT OF	210	030-LYNDALE	$	99,981.39
MIRACLE PLAYSYSTEMS INC. Total						**$**	**99,981.39**
MONICA TURREY KORTEN	11/21/2025	4032176	TEACHER SUPPLIES	010	120-APTITUD	$	65.60
MONICA TURREY KORTEN Total						**$**	**65.60**
MONICA V ARELLANO	11/21/2025	4032192	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$	124.00
MONICA V ARELLANO Total						**$**	**124.00**
MONROE, STEPHANIE	11/21/2025	4032239	LICENSING AGREEMENTS	010	340-STUDENT SERVICES	$	89.95
MONROE, STEPHANIE Total						**$**	**89.95**
MSTS RECEIVABLES LLC	11/21/2025	4032215	PARTS	010	470-TRANSPORTATION SERVICES	$	98.40
MSTS RECEIVABLES LLC Total						**$**	**98.40**
MTC RESTAURANT GROUP, LLC	11/21/2025	4032177	CATERING	010	305-CURR & INSTR	$	472.00
		4032216	CATERING	010	305-CURR & INSTR	$	227.63
	11/13/2025	4032105	CATERING	010	061-SEL - Social Emotional Learning	$	302.38
		4032105	CATERING	010	305-CURR & INSTR	$	215.88
MTC RESTAURANT GROUP, LLC Total						**$**	**1,217.89**
MUS VIL INC.	11/21/2025	4032240	REPAIR OF EQUIPMENT	010	310-MUSIC	$	30.00
MUS VIL INC. Total						**$**	**30.00**
NAAMAN MARTINEZ RIVERA	11/21/2025	4032178	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$	150.00
NAAMAN MARTINEZ RIVERA Total						**$**	**150.00**
NADIA G MIRANDA	11/21/2025	4032241	MILEAGE	130	480-CHILD NUTRITION SERVICES	$	96.60
NADIA G MIRANDA Total						**$**	**96.60**
NCS PEARSON INC.	11/17/2025	4032146	LICENSING AGREEMENTS	080	380-SPECIAL EDUCATION	$	20.90
NCS PEARSON INC. Total						**$**	**20.90**
NO TEARS LEARNING INC.	11/21/2025	4032217	MATERIALS AND SUPPLIES	010	380-SPECIAL EDUCATION	$	395.39
NO TEARS LEARNING INC. Total						**$**	**395.39**
ODP BUSINESS SOLUTIONS	11/13/2025	4032116	MATERIALS AND SUPPLIES	010	260-OCALA	$	407.66
		4032116	SUPPLY-INVENTORY(NON-CAP	010	260-OCALA	$	1,002.83
ODP BUSINESS SOLUTIONS Total						**$**	**1,410.49**
OFFICE DEPOT BUSINESS SOLUTION	11/7/2025	4032023	MATERIALS AND SUPPLIES	010	295-RENAISSANCE II	$	452.38
		4032023	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$	-
		4032023	MATERIALS AND SUPPLIES	010	340-STUDENT SERVICES	$	57.29

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OFFICE DEPOT BUSINESS SOLUTION	**45968**	4032023	**MATERIALS AND SUPPLIES**	010 360-STATE & FEDERAL	$ 106.97
		4032023	**MATERIALS AND SUPPLIES**	010 434-PRINT SHOP	$ 67.89
		4032023	**MATERIALS AND SUPPLIES**	050 450-FACILITIES/PLANNING	$ 41.14
		4032023	**MATERIALS AND SUPPLIES**	080 380-SPECIAL EDUCATION	$ 192.64
		4032023	**TEACHER SUPPLIES**	010 061-SEL - Social Emotional Learning	$ 128.15
		4032023	**TEACHER SUPPLIES**	010 280-ADELANTE	$ 129.15
		4032033	**CATERING**	120 065-LCAP- EARLY LEARNING CTR	$ 33.36
	11/21/2025	4032204	**MATERIALS AND SUPPLIES**	010 020-LINDA VISTA	$ 419.23
		4032204	**MATERIALS AND SUPPLIES**	010 030-LYNDALE	$ 583.11
		4032204	**MATERIALS AND SUPPLIES**	010 040-MCCOLLAM	$ 123.51
		4032204	**MATERIALS AND SUPPLIES**	010 080-HUBBARD	$ 47.24
		4032204	**MATERIALS AND SUPPLIES**	010 160-PAINTER	$ 21.33
		4032204	**MATERIALS AND SUPPLIES**	010 170-SHEPPARD	$ 53.52
		4032204	**MATERIALS AND SUPPLIES**	010 240-SAN ANTONIO	$ 191.85
		4032204	**MATERIALS AND SUPPLIES**	010 260-OCALA	$ 353.93
		4032204	**MATERIALS AND SUPPLIES**	010 710-SUPERINTENDENT	$ 47.58
		4032204	**TEACHER SUPPLIES**	010 120-APTITUD	$ 624.78
		4032204	**TEACHER SUPPLIES**	010 170-SHEPPARD	$ 225.93
		4032204	**TEACHER SUPPLIES**	010 320-RUSSO	$ 338.90
		4032218	**MATERIALS AND SUPPLIES**	010 400-SUPPORT SERVICES	$ 485.81
		4032218	**MATERIALS AND SUPPLIES**	010 431-PURCHASING	$ 20.77
		4032218	**MATERIALS AND SUPPLIES**	010 710-SUPERINTENDENT	$ 18.58
		4032218	**MATERIALS AND SUPPLIES**	060 260-OCALA	$ 1,518.47
		4032218	**MATERIALS AND SUPPLIES**	050 450-FACILITIES/PLANNING	$ 68.87
		4032218	**MATERIALS AND SUPPLIES**	080 380-SPECIAL EDUCATION	$ 146.44
		4032218	**MATERIALS AND SUPPLIES**	130 480-CHILD NUTRITION SERVICES	$ 186.94
		4032218	**MATERIALS AND SUPPLIES**	210 450-FACILITIES/PLANNING	$ 78.55
		4032242	**MATERIALS AND SUPPLIES**	010 120-APTITUD	$ 9.17
	11/13/2025	4032117	**MATERIALS AND SUPPLIES**	010 030-LYNDALE	$ 136.28
		4032117	**MATERIALS AND SUPPLIES**	010 080-HUBBARD	$ 824.78
		4032117	**MATERIALS AND SUPPLIES**	010 120-APTITUD	$ 380.40
		4032117	**MATERIALS AND SUPPLIES**	010 260-OCALA	$ 477.15
		4032117	**MATERIALS AND SUPPLIES**	010 285-ADELANTE II	$ 266.83
		4032117	**MATERIALS AND SUPPLIES**	010 295-RENAISSANCE II	$ 77.19
		4032117	**MATERIALS AND SUPPLIES**	010 305-CURR & INSTR	$ 98.63
		4032117	**MATERIALS AND SUPPLIES**	010 431-PURCHASING	$ 53.88
		4032117	**MATERIALS AND SUPPLIES**	010 432-PAYROLL	$ 408.34
		4032117	**MATERIALS AND SUPPLIES**	010 433-WAREHOUSE	$ 87.48
		4032117	**MATERIALS AND SUPPLIES**	010 600-HUMAN RESOURCES	$ 98.51
		4032117	**MATERIALS AND SUPPLIES**	010 710-SUPERINTENDENT	$ 226.45
		4032117	**TEACHER SUPPLIES**	010 020-LINDA VISTA	$ 102.41
		4032117	**TEACHER SUPPLIES**	010 030-LYNDALE	$ 157.85
		4032117	**TEACHER SUPPLIES**	010 100-RYAN	$ 183.79

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OFFICE DEPOT BUSINESS SOLUTION	45974	4032117	TEACHER SUPPLIES	010	120-APTITUD	$	139.41
		4032117	TEACHER SUPPLIES	010	380-SPECIAL EDUCATION	$	70.50
		4032117	CATERING	010	120-APTITUD	$	210.38
OFFICE DEPOT BUSINESS SOLUTION Total						$	10,773.74
OTC DIRECT INC	11/21/2025	4032193	MATERIALS AND SUPPLIES	060	260-OCALA	$	339.94
OTC DIRECT INC Total						$	339.94
PABLO, CHARLIE YUSON	11/7/2025	4032052	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$	229.22
PABLO, CHARLIE YUSON Total						$	229.22
PACIFIC EDUCATORS INC.	11/6/2025	4032006	LIFE INSURANCE	010	000-DISTRICTWIDE - UNALLOCATE	$	33.18
PACIFIC EDUCATORS INC. Total						$	33.18
PARTRIDGE CONSULTING INC.	11/7/2025	4032034	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$	6,000.00
PARTRIDGE CONSULTING INC. Total						$	6,000.00
PAWS-TO-SHARE LLC	11/21/2025	4032159	CONTRACTED SERVICES	060	170-SHEPPARD	$	240.00
		4032159	CONTRACTED SERVICES	060	285-ADELANTE II	$	160.00
		4032159	CONTRACTED SERVICES	060	295-RENAISSANCE II	$	280.00
		4032219	CONTRACTED SERVICES	010	061-SEL - Social Emotional Learning	$	560.00
		4032219	CONTRACTED SERVICES	060	120-APTITUD	$	720.00
		4032219	CONTRACTED SERVICES	060	170-SHEPPARD	$	700.00
		4032219	CONTRACTED SERVICES	060	260-OCALA	$	720.00
		4032219	CONTRACTED SERVICES	060	285-ADELANTE II	$	1,020.00
		4032219	CONTRACTED SERVICES	060	295-RENAISSANCE II	$	800.00
	11/13/2025	4032106	CONTRACTED SERVICES	060	120-APTITUD	$	560.00
PAWS-TO-SHARE LLC Total						$	5,760.00
PERMANENT AGRICULTURE INC.	11/21/2025	4032194	FOOD	130	480-CHILD NUTRITION SERVICES	$	2,484.00
PERMANENT AGRICULTURE INC. Total						$	2,484.00
PG&E	11/6/2025	4032011	GAS/ELECTRICITY	010	450-FACILITIES/PLANNING	$	246,064.20
	11/17/2025	4032147	GAS/ELECTRICITY	010	450-FACILITIES/PLANNING	$	8.67
PG&E Total						$	246,072.87
PHAM, HOA THI KIM	11/13/2025	4032107	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$	458.08
PHAM, HOA THI KIM Total						$	458.08
PINE HEALTH, LLC	11/14/2025	4032127	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$	20,625.00
PINE HEALTH, LLC Total						$	20,625.00
PLAY THERAPY SUPPLY LLC	11/21/2025	4032220	MATERIALS AND SUPPLIES	060	260-OCALA	$	624.65
PLAY THERAPY SUPPLY LLC Total						$	624.65
PLUSHY FEELY CORP	11/21/2025	4032195	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$	6,985.74
PLUSHY FEELY CORP Total						$	6,985.74
PRE-PAID LEGAL SERVICES INC.	11/6/2025	4032007	MISCELLANEOUS DEDUCTIONS	010	000-DISTRICTWIDE - UNALLOCATE	$	200.91
PRE-PAID LEGAL SERVICES INC. Total						$	200.91
PRIMO BRANDS	11/25/2025	4032273	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$	163.74
		4032273	MATERIALS AND SUPPLIES	010	170-SHEPPARD	$	54.68
		4032273	MATERIALS AND SUPPLIES	010	270-LUCHA	$	68.88
		4032273	MATERIALS AND SUPPLIES	010	295-RENAISSANCE II	$	54.68
		4032273	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$	54.68

AP Check Register - Pivot Table Summary by Vendor
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Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name		Sum of Amount
PRIMO BRANDS	45986	4032273	MATERIALS AND SUPPLIES	010	360-STATE & FEDERAL	$	55.77
		4032273	MATERIALS AND SUPPLIES	010	434-PRINT SHOP	$	73.94
		4032273	MATERIALS AND SUPPLIES	010	470-TRANSPORTATION SERVICES	$	991.37
		4032273	MATERIALS AND SUPPLIES	010	710-SUPERINTENDENT	$	54.68
PRIMO BRANDS Total						$	1,572.42
PROTECTED INSURANCE PROGRAM FO	11/7/2025	4032067	OTHER INSURANCE	670	600-HUMAN RESOURCES	$	163,716.00
PROTECTED INSURANCE PROGRAM FO Total						$	163,716.00
QUINTERO, BENEDICTA	11/7/2025	4032035	MILEAGE	010	260-OCALA	$	14.92
QUINTERO, BENEDICTA Total						$	14.92
R & R REFRIGERATION & AIR	11/7/2025	4032036	REPAIR OF EQUIPMENT	130	480-CHILD NUTRITION SERVICES	$	1,125.00
	11/14/2025	4032128	REPAIR OF EQUIPMENT	130	480-CHILD NUTRITION SERVICES	$	315.00
R & R REFRIGERATION & AIR Total						$	1,440.00
RAMACHANDRAN UJALA	11/21/2025	4032179	OUTDR ED-FLD TRIP-ADMISSI	010	020-LINDA VISTA	$	120.00
RAMACHANDRAN UJALA Total						$	120.00
RANDALL E. KLEIN	11/7/2025	4032037	PRINTING	010	710-SUPERINTENDENT	$	1,752.00
RANDALL E. KLEIN Total						$	1,752.00
RECOLOGY SOUTH BAY	11/20/2025	4032150	GARBAGE	010	450-FACILITIES/PLANNING	$	18,473.91
RECOLOGY SOUTH BAY Total						$	18,473.91
REGINA A CARDENAS	11/24/2025	4032259	MATERIALS AND SUPPLIES	060	061-SEL - Social Emotional Learning	$	16.51
		4032259	MILEAGE	060	061-SEL - Social Emotional Learning	$	99.05
REGINA A CARDENAS Total						$	115.56
RICARDO RIOS	11/21/2025	4032196	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$	150.00
RICARDO RIOS Total						$	150.00
RICK DELONG	11/10/2025	4032089	CONTRACTED SERVICES	140	450-FACILITIES/PLANNING	$	5,560.00
RICK DELONG Total						$	5,560.00
RIPCORD INC	11/17/2025	4032148	CONTRACTED SERVICES	010	460-TECHNOLOGY SERVICES	$	12,310.69
RIPCORD INC Total						$	12,310.69
RISING STAR SPED ACADEMY	11/14/2025	4032129	SUBAGREEMENTS FOR SERVICE	080	380-SPECIAL EDUCATION	$	28,419.10
RISING STAR SPED ACADEMY Total						$	28,419.10
RO HEALTH INC.	11/21/2025	4032197	CONTRACTED SERVICES	010	380-SPECIAL EDUCATION	$	56,384.35
RO HEALTH INC. Total						$	56,384.35
ROBERTSON, SHAWN	11/21/2025	4032243	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$	150.00
ROBERTSON, SHAWN Total						$	150.00
ROCHA, JUANA	11/7/2025	4032068	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$	150.00
ROCHA, JUANA Total						$	150.00
ROCHESTER 100 INC.	11/21/2025	4032244	MATERIALS AND SUPPLIES	010	160-PAINTER	$	80.00
ROCHESTER 100 INC. Total						$	80.00
RODARTE, HILDA	11/24/2025	4032269	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$	150.00
RODARTE, HILDA Total						$	150.00
RODRIGUEZ, PATRICIA	11/7/2025	4032053	CATERING	010	240-SAN ANTONIO	$	107.52
		4032053	CATERING	010	270-LUCHA	$	71.68
RODRIGUEZ, PATRICIA Total						$	179.20
ROLLINS INC.	11/14/2025	4032130	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$	4,882.50

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Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
ROLLINS INC. Total						$ 4,882.50
ROMO, VICTORIA	11/7/2025	4032069	MILEAGE	060	295-RENAISSANCE II	$ 6.93
ROMO, VICTORIA Total						$ 6.93
ROSA MARIA PONCE	11/21/2025	4032245	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$ 150.00
ROSA MARIA PONCE Total						$ 150.00
ROSA PIMENTEL ALI	11/21/2025	4032180	MILEAGE	010	600-HUMAN RESOURCES	$ 128.80
ROSA PIMENTEL ALI Total						$ 128.80
ROSIO DELUNA	11/7/2025	4032038	MILEAGE	080	380-SPECIAL EDUCATION	$ 54.60
ROSIO DELUNA Total						$ 54.60
ROWAN, EVELYN	11/13/2025	4032108	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ 229.22
ROWAN, EVELYN Total						$ 229.22
ROYAL BRASS INC.	11/21/2025	4032221	PARTS	010	470-TRANSPORTATION SERVICES	$ 146.81
ROYAL BRASS INC. Total						$ 146.81
SABINA MURESAN	11/7/2025	4032054	TRAVEL AND CONFERENCES	010	380-SPECIAL EDUCATION	$ 43.01
SABINA MURESAN Total						$ 43.01
SAMPOGNARO, MONA	11/21/2025	4032246	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$ 26.32
SAMPOGNARO, MONA Total						$ 26.32
SAN JOSE DANCE THEATRE	11/21/2025	4032160	OUTDR ED-FLD TRIP-ADMISSI	088	040-MCCOLLAM	$ 1,953.00
SAN JOSE DANCE THEATRE Total						$ 1,953.00
SAN MATEO COUNTY SCHOOLS	11/6/2025	4032014	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 254,824.73
SAN MATEO COUNTY SCHOOLS Total						$ 254,824.73
SANTA CLARA COUNTY OFFICE OF	11/21/2025	4032198	CONTRACTED SERVICES	010	240-SAN ANTONIO	$ 3,963.09
		4032198	CONTRACTED SERVICES	010	270-LUCHA	$ 6,431.05
		4032198	CONTRACTED SERVICES	060	240-SAN ANTONIO	$ 3,963.10
		4032198	CONTRACTED SERVICES	060	270-LUCHA	$ 6,431.05
		4032199	PRINTING	010	710-SUPERINTENDENT	$ 1,886.26
	11/24/2025	4032260	PRINTING	010	712-Communications	$ 2,933.08
SANTA CLARA COUNTY OFFICE OF Total						$ 25,607.63
SAVE MART SUPERMARKETS	11/13/2025	4032109	CATERING	080	380-SPECIAL EDUCATION	$ 49.98
SAVE MART SUPERMARKETS Total						$ 49.98
SCHOOL SPECIALTY LLC	11/21/2025	4032222	MATERIALS AND SUPPLIES	060	260-OCALA	$ 866.17
SCHOOL SPECIALTY LLC Total						$ 866.17
SECOND START LEARNING	11/14/2025	4032131	SUBAGREEMENTS FOR SERVICE	080	380-SPECIAL EDUCATION	$ 15,396.00
SECOND START LEARNING Total						$ 15,396.00
SELF INSURED SCHOOLS OF	11/6/2025	4032015	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 929,597.00
SELF INSURED SCHOOLS OF Total						$ 929,597.00
SERVICE STATION SYSTEMS	11/21/2025	4032247	CONTRACTED SERVICES	010	470-TRANSPORTATION SERVICES	$ 1,100.00
SERVICE STATION SYSTEMS Total						$ 1,100.00
SFCC INTERMEDIATEHOLDINGS INC	11/7/2025	4032070	CATERING	010	080-HUBBARD	$ 210.85
SFCC INTERMEDIATEHOLDINGS INC Total						$ 210.85
SOUTHERN COUNTIES LUBRICANTS	11/21/2025	4032223	GASOLINE/FUEL	010	470-TRANSPORTATION SERVICES	$ 7,685.86
SOUTHERN COUNTIES LUBRICANTS Total						$ 7,685.86
SPAP GROUP INC.	11/7/2025	4032039	MATERIALS AND SUPPLIES	210	451-BONDS DEPARTMENT	$ 365.15

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Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
SPAP GROUP INC.	11/21/2025	4032224	PRINTING	010	712-Communications	$ 2,013.45
SPAP GROUP INC. Total						**$ 2,378.60**
STANDARD INSURANCE CO.	11/6/2025	4032008	LIFE INSURANCE	010	000-DISTRICTWIDE - UNALLOCATE	$ 18,640.11
STANDARD INSURANCE CO. Total						**$ 18,640.11**
STATE OF CALIFORNIA	11/21/2025	4032248	FINGER PRINTING	010	600-HUMAN RESOURCES	$ 1,547.00
STATE OF CALIFORNIA Total						**$ 1,547.00**
STEVEN WAYNE DOTY	11/7/2025	4032055	ACCOUNTS PAYABLE	050	000-DISTRICTWIDE - UNALLOCATE	$ 889.22
	11/17/2025	4032149	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 420.00
STEVEN WAYNE DOTY Total						**$ 1,309.22**
STLR CORPORATION	11/14/2025	4032132	CONTRACTED SERVICES	010	400-SUPPORT SERVICES	$ 3,656.25
STLR CORPORATION Total						**$ 3,656.25**
STUDIO W ASSOCIATES INC.	11/14/2025	4032133	ADMINISTRATION COST	210	320-RUSSO	$ 254.00
STUDIO W ASSOCIATES INC. Total						**$ 254.00**
SUAREZ, FLORENTI	11/7/2025	4032056	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 150.00
SUAREZ, FLORENTI Total						**$ 150.00**
SUNBELT RENTALS INC.	11/13/2025	4032110	EQUIPMENT RENTALS	050	450-FACILITIES/PLANNING	$ 107.79
SUNBELT RENTALS INC. Total						**$ 107.79**
SUNBELT STAFFING LLC	11/14/2025	4032134	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 24,643.50
SUNBELT STAFFING LLC Total						**$ 24,643.50**
SUPER AUTO CARE SERVICES LLC	11/21/2025	4032249	REPAIR OF EQUIPMENT	010	433-WAREHOUSE	$ 325.69
SUPER AUTO CARE SERVICES LLC Total						**$ 325.69**
SUPER DUPER INC	11/21/2025	4032200	MATERIALS AND SUPPLIES	080	380-SPECIAL EDUCATION	$ 522.83
SUPER DUPER INC Total						**$ 522.83**
SUZANNE HARR	11/21/2025	4032181	TEACHER SUPPLIES	010	120-APTITUD	$ 269.85
SUZANNE HARR Total						**$ 269.85**
SYSCO SAN FRANCISCO INC.	11/20/2025	4032154	FOOD	130	480-CHILD NUTRITION SERVICES	$ 10,165.36
SYSCO SAN FRANCISCO INC. Total						**$ 10,165.36**
TAG/AMS. INC.	11/21/2025	4032250	CONTRACTED SERVICES	010	470-TRANSPORTATION SERVICES	$ 1,190.00
TAG/AMS. INC. Total						**$ 1,190.00**
TALTON, VERONICA	11/7/2025	4032071	TRAVEL AND CONFERENCES	060	310-MUSIC	$ 270.63
	11/21/2025	4032182	MILEAGE	010	310-MUSIC	$ 27.30
TALTON, VERONICA Total						**$ 297.93**
TANG, MALISE	11/13/2025	4032111	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ 229.22
TANG, MALISE Total						**$ 229.22**
TEAMSTERS LOCAL #150	11/6/2025	4032009	DUES	010	000-DISTRICTWIDE - UNALLOCATE	$ 10,152.00
TEAMSTERS LOCAL #150 Total						**$ 10,152.00**
TEAMSTERS MANAGED TRUST FUNDS	11/10/2025	4032090	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 248,993.00
TEAMSTERS MANAGED TRUST FUNDS Total						**$ 248,993.00**
TEXAS LIFE INSURANCE	11/6/2025	4032010	LIFE INSURANCE	010	000-DISTRICTWIDE - UNALLOCATE	$ 5,941.74
TEXAS LIFE INSURANCE Total						**$ 5,941.74**
THE CITY PEACE PROJECT	11/21/2025	4032225	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 14,001.00
	11/24/2025	4032261	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 18,668.00
THE CITY PEACE PROJECT Total						**$ 32,669.00**

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Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
THE CREEKSIDE SCHOOL	11/14/2025	4032135	SUBAGREEMENTS FOR SERVICE	080	380-SPECIAL EDUCATION	$ 16,233.10
THE CREEKSIDE SCHOOL Total						**$ 16,233.10**
THE PAPE' GROUP INC	11/21/2025	4032226	REPAIR OF EQUIPMENT	010	433-WAREHOUSE	$ 1,078.98
		4032251	PREVENTIVE EQUIP MAINTENA	010	433-WAREHOUSE	$ 334.00
THE PAPE' GROUP INC Total						**$ 1,412.98**
THERAPY SHOPPE INC.	11/21/2025	4032227	MATERIALS AND SUPPLIES	010	340-STUDENT SERVICES	$ 43.98
THERAPY SHOPPE INC. Total						**$ 43.98**
THINK TOGETHER	11/7/2025	4032072	TRAVEL AND CONFERENCES	060	305-CURR & INSTR	$ 15,000.00
THINK TOGETHER Total						**$ 15,000.00**
THOMAS WOO	11/21/2025	4032183	MILEAGE	010	310-MUSIC	$ 56.00
	11/13/2025	4032118	TEACHER SUPPLIES	010	310-MUSIC	$ 169.99
THOMAS WOO Total						**$ 225.99**
TIERNEY LOPEZ	11/14/2025	4032136	MILEAGE	080	380-SPECIAL EDUCATION	$ 400.40
TIERNEY LOPEZ Total						**$ 400.40**
TIMMINS, JENNIFER	11/7/2025	4032040	MILEAGE	060	305-CURR & INSTR	$ 119.00
TIMMINS, JENNIFER Total						**$ 119.00**
U.S. BANK	11/14/2025	4032139	LEGAL EXPENSES	010	600-HUMAN RESOURCES	$ 304.43
		4032139	LICENSING AGREEMENTS	010	460-TECHNOLOGY SERVICES	$ 608.12
		4032139	LICENSING AGREEMENTS	010	470-TRANSPORTATION SERVICES	$ 86.31
		4032139	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$ 67.63
		4032139	MATERIALS AND SUPPLIES	010	340-STUDENT SERVICES	$ 54.10
		4032139	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 131.23
		4032139	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$ 248.25
		4032139	TRAVEL AND CONFERENCES	010	400-SUPPORT SERVICES	$ 351.45
		4032139	TRAVEL AND CONFERENCES	010	430-FISCAL SERVICES	$ 1,078.55
		4032139	TRAVEL AND CONFERENCES	010	431-PURCHASING	$ 637.97
		4032139	TRAVEL AND CONFERENCES	010	600-HUMAN RESOURCES	$ 619.00
		4032139	TRAVEL AND CONFERENCES	010	710-SUPERINTENDENT	$ (1,166.25)
		4032139	TRAVEL AND CONFERENCES	080	380-SPECIAL EDUCATION	$ 550.00
		4032139	TRAVEL AND CONFERENCES	210	451-BONDS DEPARTMENT	$ 200.11
		4032139	CATERING	010	300-EDUCATIONAL SVCS	$ 492.13
		4032139	CATERING	010	305-CURR & INSTR	$ 253.34
		4032139	CATERING	010	340-STUDENT SERVICES	$ 340.74
		4032139	CATERING	010	600-HUMAN RESOURCES	$ 18.99
		4032139	CATERING	060	360-STATE & FEDERAL	$ 109.32
U.S. BANK Total						**$ 4,985.42**
UNITED PARCEL SERVICE	11/21/2025	4032252	POSTAGE	010	433-WAREHOUSE	$ 111.59
UNITED PARCEL SERVICE Total						**$ 111.59**
UNITED REFRIGERATION INC.	11/10/2025	4032091	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 666.31
UNITED REFRIGERATION INC. Total						**$ 666.31**
UNPINGCO, ELIZABETH	11/7/2025	4032041	MILEAGE	010	310-MUSIC	$ 14.00
UNPINGCO, ELIZABETH Total						**$ 14.00**
URBANO J GUERRERO	11/21/2025	4032201	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 125.54

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Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
URBANO J GUERRERO Total						$ 125.54
VISTA CENTER FOR THE BLIND &	11/14/2025	4032137	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 1,365.00
VISTA CENTER FOR THE BLIND & Total						$ 1,365.00
W.W. GRAINGER INC.	11/10/2025	4032092	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 2,368.87
W.W. GRAINGER INC. Total						$ 2,368.87
WEST ROOTS LLC	11/7/2025	4032073	LICENSING AGREEMENTS	060	061-SEL - Social Emotional Learning	$ 875.00
WEST ROOTS LLC Total						$ 875.00
WEX Health Inc	11/21/2025	4032253	PROF/CONSULT SVC OPERATIN	670	600-HUMAN RESOURCES	$ 60.00
WEX Health Inc Total						$ 60.00
WIZIX TECHNOLOGY GROUP, INC.	11/7/2025	4032074	PREVENTIVE EQUIP MAINTENA	010	120-APTITUD	$ 585.60
WIZIX TECHNOLOGY GROUP, INC. Total						$ 585.60
WOWZY CREATION CORP.	11/14/2025	4032138	MATERIALS AND SUPPLIES	010	712-Communications	$ 747.56
WOWZY CREATION CORP. Total						$ 747.56
YENY ROSALES	11/7/2025	4032057	ACCOUNTS PAYABLE	010	000-DISTRICTWIDE - UNALLOCATE	$ 59.50
	11/21/2025	4032202	TRAVEL AND CONFERENCES	010	305-CURR & INSTR	$ 40.00
YENY ROSALES Total						$ 99.50
YEYI ORGANICS INC.	11/21/2025	4032203	FOOD	130	480-CHILD NUTRITION SERVICES	$ 2,250.00
YEYI ORGANICS INC. Total						$ 2,250.00
Grand Total						$ 3,773,419.67

12.5

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 2, 2025

Subject: **Acceptance of Grants/Awards Notification**

Support Information: The District has received grants/awards as summarized on the attached sheet dated December 18, 2025.

Fiscal Impact: No

Budgeted: Not Applicable

Budget Source: Not Applicable

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees accept these grants/awards.

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

To the Board of Trustees:

Recommend Approval

12.5
Agenda Placement

Meeting: December 18, 2025
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
December 18, 2025 Board Meeting

GRANTS/AWARDS NOTIFICATIONS

PROJECT NAME	PROJECT AMOUNT	FUNDING AGENCY	COMMENTS
California Community Schools Partnership Program (CCSPP)	$ 1,425,000.00	California Dept of Ed (CCSPP)	California Community Schools Partnership funding has been increased by $1,425,000 to include Linda Vista Elementary. This amendment ensures equitable access to the resources and capacity needed to support student well-being an academic success. The new awarded total is $6,175,000.00.
Santa Clara Valley Water Refill Station Grant Program	$ 30,000.00	Santa Clara Valley Water District	The Bonds Department, through the Valley Water Refill Station Grant Program, applied for and received monies to install a water-bottle refill stations at the following 6 (six) school sites: Linda Vista, San Antonio Elementaries, Sheppard Middle, Ocala STEAM, Hubbard Media Arts, and Renaissance at Mathson Academies ($5,000 each).

California Department of Education
AO-400 (REV. 10/2024)

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Sandra Garcia, Interim Superintendent Alum Rock Union Elementary 2930 Gay Avenue San Jose, CA 95127-2322	FY	PCA	Service Location	Suffix
	2025-30	25622	69369	00
Attention Annya Artigas, Director of Social Emotional Learning	INDEX		County Code	
Email annya.artigas@arusd.org	0615		43	
Telephone 408-928-7322	STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI) N/A	Resource Code		Revenue Object Code	
Program Office Community Schools Partnership Program	6332		8590	
Name of Grant Program California Community Schools Partnership Program: Implementation Grant – Cohort 4				

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$4,750,000	$1,425,000	$6,175,000	1	7/1/2025	6/30/2030

ALN	Federal Award ID Number	Federal Grant Name	Federal Agency
N/A	N/A	N/A	N/A

This is to inform you that the award for the California Community Schools Partnership Program (CCSPP): Implementation Grant - Cohort 4, has been amended to increase funding.

This award is made contingent upon the availability of funds. If the Legislature takes an action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the Analyst listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

California Community Schools Office at CCSPP@cde.ca.gov

California Department of Education Contact	Job Title
Art Cruz	Education Programs Consultant
E-mail Address 916-982-2189	**Telephone** ACruz@cde.ca.gov
Authorized by the State Superintendent of Public Instruction or Designee Erika Torres, By Mignonne Pollard Digitally signed by Erika Torres, By Mignonne Pollard Date: 2025.11.07 19:10:42 -08'00'	**Date**

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.

Printed Name of Authorized Agent	Title
Sandra Garcia	Interim Superintendent
E-mail Address sandra.garcia@arusd.org	**Telephone** (408) 928-6800
Signature	**Date**

CDE Grant Number: 43-25622-69369-00

Grant Award Notification (Continued)

All conditions printed in previous Grant Award Notification letters still apply.

Fiscal Year	Allocation
2025-26	$1,300,000
2026-27	$1,300,000
2027-28	$1,300,000
2028-29	$1,300,000
2029-30	$975,000
Total	**$6,175,000**

Funding by PCA number is as follows:

PCA Number	Original/Prior	Amendment Amount	Total
25764	$	$	$
25622	$4,750,000	$1,425,000	$6,175,000
Total	**$4,750,000**	**$1,425,000**	**$6,175,000**

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

Santa Clara Valley Water Refill Station Grant Program

To: Sandra Garcia, Interim Superintendent

From: Eric Wasinger, Senior Executive of Bonds, Maintenance, Operations and Transportation

Re: Approve $30,000 In Grant Funding from the Santa Clara Valley Water District

Date: December 18, 2025

Staff Analysis:

The Bonds Department, through the Valley Water Refill Station Grant Program, applied for and received $30,000 in grant funding ($5,000 each) to install water-bottle refill stations at the following school sites:

Linda Vista Elementary, Ocala STEAM Academy, Sheppard Middle School, San Antonio Elementary, Hubbard Media Arts Academy, and Renaissance Academy at Mathson.

This effort supports the district's ongoing goal to bring refill stations to every school site. Having these stations makes it easier for everyone to use reusable water bottles, cut down on plastic waste, and endure students, staff, and the community have access to clean drinking water.

Sandra Garcia, Interim Superintendent

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

Valley Water

SANTA CLARA VALLEY WATER DISTRICT

SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM
FY 2026 SAFE, CLEAN WATER PROJECT F9 VALLEY WATER REFILL STATION GRANT AGREEMENT

This FY 2026 Safe, Clean Water Project F9 Valley Water Refill Station Grant Agreement (Agreement), effective upon full execution is entered into by and between the Santa Clara Valley Water District (Valley Water), a California special district, and Alum Rock Union Elementary School District (Grantee), a public school district incorporated in the State of California. Valley Water and Grantee may be referred to individually as a Party or collectively as the Parties.

A. GENERAL PROVISIONS

1. Purpose of Grant

a. The grant funds (Grant) will provide funding to support Grantee's Valley Water Refill Station Project (Project) which will install and maintain a new water refill station at Linda Vista Elementary School at 100 Kirk Ave, San Jose, CA 95127. Grantee is responsible for ongoing maintenance and replacement equipment for the water refill station beyond the Agreement term.

b. The total grant amount provided pursuant to this Agreement shall not exceed $5,000.00 (Five-Thousand Dollars) (Grant Amount).

c. In accepting any portion of the Grant Amount, Grantee agrees that it shall expend the grant funds only to perform and complete the Project, including purchasing the materials, equipment, or other goods and/or services required to complete the Project.

2. Grant Funds Disbursement

a. The initial invoice for 50% of the Grant Amount may be submitted only after: (1) this Agreement is fully executed; (2) completed and signed Federal Taxpayer ID form has been submitted; and (3) Grantee submits a signed payment request.

b. Valley Water will pay Grantee the remaining 50% of the Grant Amount upon receipt of a signed payment request and a photograph of the fully installed, operating water refill station. Further, in the event Grantee fails to complete the Project within the term of this Agreement or in accordance with the required terms of this Agreement, Grantee, upon Valley Water demand, shall refund Valley Water all portions of the Grant received.

3. Term and Termination

a. The term of this Agreement commences on the date it is fully executed (Effective Date) and expires exactly one (1) year from the Effective Date. Either Grantee or Valley Water may unilaterally terminate this Agreement at any time by providing thirty (30) days written notice to the other Party.

b. Notwithstanding the foregoing, paragraph A.6. Indemnification and paragraph A.11. Choice of Law and Venue shall survive termination, expiration, suspension, and completion of this Agreement.

4. Grant Administration

Each Party's primary representative for the administration of this Agreement is as follows:

Valley Water	Alum Rock Union Elementary School District
Amy Fonseca Supervising Program Administrator 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-3005 Email: afonseca@valleywater.org	Teresa DeCelles Assistant Superintendent of Business Services 2930 Gay Ave San Jose, CA 95127 Phone: (408) 928-6800 Email: Teresa.decelles@arusd.org

5. Inspection of Records

a. Grantee agrees that Valley Water and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Grantee agrees to provide Valley Water and its agent(s), with any relevant information requested, in electronic and hard copy format, at Valley Water's discretion, and will permit Valley Water and its agent(s), access to Grantee's premises, upon reasonable notice, during normal business hours for the purpose of interviewing Grantee's employees (alternatively, by phone) and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation for the purpose of determining Grantee's compliance with this Agreement.

b. Grantee further agrees to maintain such records for a period of three (3) years after final payment made in accordance with this Agreement.

6. Indemnification

(Non-government agency) Notwithstanding any other provision of this Agreement, Grantee agrees to defend, hold harmless and indemnify Valley Water, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs, reasonable attorney fees, and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real, or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, to the extent any of Liabilities arise out of, pertain to, or relate to the Grantee's performance of this Agreement or obligations stated herein, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such

Liabilities litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to person or damage to property to the extent arising from the negligence or willful misconduct of Valley Water. The foregoing does not limit any strict liability imposed onto the Grantee by Law. The rights, duties, and obligations of the Parties as set forth above in this paragraph A.6. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.

7. Compliance With Laws

Grantee shall at all times in the performance of its obligations pursuant to this Agreement, comply with all applicable federal, state, and local codes, ordinances, regulations, statutes, and laws as each currently exists and as may hereafter be amended, including but not limited to financial requirements, legal requirements for construction contracts such as California's contractor's license laws and prevailing wage laws, building codes, health and safety codes, and laws and codes relating to individuals with disabilities.

8. Grantee Not an Agent of Santa Clara Valley Water District

In the performance of this Agreement, Grantee is acting as an independent contractor, and neither Grantee nor its employees or contractors are the servants, agents, or employees of Valley Water. Grantee shall have no authority, express or implied, pursuant to this Agreement, to bind Valley Water to any obligation whatsoever. Grantee shall not use Valley Water materials including logos, flyers, etc., without written permission from Valley Water.

9. Equal Opportunity

a. Valley Water is an equal opportunity employer and requires its Grantees to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the Grantee will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment, in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family

and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

b. Grantee's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and the California Labor Code §1101 and §1102.

c. Grantee must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Agreement. Grantee must conduct a fair, prompt, and thorough investigation of all allegations directed to Grantee by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Grantee must take prompt, effective action against the offender.

10. Public Access to Completed Project

Project, or portion of the Project located on property accessible to the public, will be open to members of the public generally during hours specified by the Grantee, except as noted in the Special Provisions of this Agreement, pursuant to provisions of the enabling legislation and/or Program, or any joint use agreement with Valley Water.

11. Choice of Law and Venue

This Agreement shall be deemed to have been made in and shall be construed according to the laws of the State of California without regard to its conflict of law provisions. The federal and state courts within Santa Clara County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement. Each Party expressly consents to the personal jurisdiction of and venue in such courts, and service of process effected upon it by registered mail sent to the address set forth herein for each Party.

12. Assignment and Subcontracts

The Grant Award is personal in character and Grantee may not assign any right or obligation stated in this Agreement without express consent of Valley Water. Any attempted or purported assignment of any right or obligation stated in this Agreement shall be void and of no effect.

13. No Conflict of Interest

Grantee warrants that, to the best of the Grantee's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest, or that the Grantee has already disclosed all such relevant information. Grantee agrees that, if an actual or potential conflict of interest is discovered after

this Agreement is approved by Valley Water, Grantee will make a full disclosure in writing to Valley Water and may be required to return all funds received from the Grant Amount.

14. Agreement Execution

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

B. SPECIAL PROVISIONS

1. Within the Project performance period, Grantee will mention the Project and Valley Water's Safe, Clean Water Program as a funding source in at least one article published in any newspaper, magazine, e-newsletter or social media that the Grantee issues or submits materials to for publication.

2. Grantee shall post signs provided by Valley Water acknowledging Valley Water's participation in the development of the Project and the use of Safe, Clean Water funds, should there be an implementation component. Grantee will include Valley Water logo in all collateral materials identifying Valley Water as a funding source for the development of those materials. Valley Water to provide sign template(s) and logo(s) to Grantee, upon request, for use in Project where feasible.

3. Grantee shall invite, in writing, members of the Valley Water Board to participate in any groundbreaking, opening, or ribbon-cutting ceremony associated with the Project. Board members will be given the opportunity to speak if other elected officials have speaking roles. Grantee will notify Valley Water at least two (2) weeks prior to the ceremony.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Date: _____ By: _____

Teresa DeCelles
Assistant Superintendent of Business Services

SANTA CLARA VALLEY WATER DISTRICT

Date: _____ By: _____

Rachael Gibson
Chief of External Affairs

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Valley Water

SANTA CLARA VALLEY WATER DISTRICT

SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM
FY 2026 SAFE, CLEAN WATER PROJECT F9 VALLEY WATER REFILL STATION GRANT AGREEMENT

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A. GENERAL PROVISIONS

1. Purpose of Grant

a. The grant funds (Grant) will provide funding to support Grantee's Valley Water Refill Station Project (Project) which will install and maintain a new water refill station at Ocala STEAM Academy at 2800 Ocala Ave, San Jose, CA 95148. Grantee is responsible for ongoing maintenance and replacement equipment for the water refill station beyond the Agreement term.

b. The total grant amount provided pursuant to this Agreement shall not exceed $5,000.00 (Five-Thousand Dollars) (Grant Amount).

c. In accepting any portion of the Grant Amount, Grantee agrees that it shall expend the grant funds only to perform and complete the Project, including purchasing the materials, equipment, or other goods and/or services required to complete the Project.

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Date: _____ By: _____
Teresa DeCelles
Assistant Superintendent of Business Services

SANTA CLARA VALLEY WATER DISTRICT

Date: _____ By: _____
Rachael Gibson
Chief of External Affairs

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Valley Water

SANTA CLARA VALLEY WATER DISTRICT

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A. GENERAL PROVISIONS

1. Purpose of Grant

a. The grant funds (Grant) will provide funding to support Grantee's Valley Water Refill Station Project (Project) which will install and maintain a new water refill station at Sheppard Middle School at 480 Rough & Ready Road, San Jose, CA 95133. Grantee is responsible for ongoing maintenance and replacement equipment for the water refill station beyond the Agreement term.

b. The total grant amount provided pursuant to this Agreement shall not exceed $5,000.00 (Five-Thousand Dollars) (Grant Amount).

c. In accepting any portion of the Grant Amount, Grantee agrees that it shall expend the grant funds only to perform and complete the Project, including purchasing the materials, equipment, or other goods and/or services required to complete the Project.

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indemnity does not apply to liability for any damage or expense for death or bodily injury to person or damage to property to the extent arising from the negligence or willful misconduct of Valley Water. The foregoing does not limit any strict liability imposed onto the Grantee by Law. The rights, duties, and obligations of the Parties as set forth above in this paragraph A.6. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.

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In the performance of this Agreement, Grantee is acting as an independent contractor, and neither Grantee nor its employees or contractors are the servants, agents, or employees of Valley Water. Grantee shall have no authority, express or implied, pursuant to this Agreement, to bind Valley Water to any obligation whatsoever. Grantee shall not use Valley Water materials including logos, flyers, etc., without written permission from Valley Water.

9. Equal Opportunity

a. Valley Water is an equal opportunity employer and requires its Grantees to have and adhere to a policy of equal opportunity and nondiscrimination. In the performance of the Agreement, the Grantee will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment, in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

b. Grantee's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 601.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and the California Labor Code §1101 and §1102.

c. Grantee must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the antidiscrimination and anti-harassment provisions of this Agreement. Grantee must conduct a fair, prompt, and thorough investigation of all allegations directed to Grantee by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Grantee must take prompt, effective action against the offender.

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11. Choice of Law and Venue

This Agreement shall be deemed to have been made in and shall be construed according to the laws of the State of California without regard to its conflict of law provisions. The federal and state courts within Santa Clara County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement. Each Party expressly consents to the personal jurisdiction of and venue in such courts, and service of process effected upon it by registered mail sent to the address set forth herein for each Party.

12. Assignment and Subcontracts

The Grant Award is personal in character and Grantee may not assign any right or obligation stated in this Agreement without express consent of Valley Water. Any attempted or purported assignment of any right or obligation stated in this Agreement shall be void and of no effect.

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Grantee warrants that, to the best of the Grantee's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest, or that the Grantee has already disclosed all such relevant information. Grantee agrees that, if an actual or potential conflict of interest is discovered after this Agreement is approved by Valley Water, Grantee will make a full disclosure in writing to Valley Water and may be required to return all funds received from the Grant Amount.

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

B. SPECIAL PROVISIONS

1. Within the Project performance period, Grantee will mention the Project and Valley Water's Safe, Clean Water Program as a funding source in at least one article published in any newspaper, magazine, e-newsletter or social media that the Grantee issues or submits materials to for publication.

2. Grantee shall post signs provided by Valley Water acknowledging Valley Water's participation in the development of the Project and the use of Safe, Clean Water funds, should there be an implementation component. Grantee will include Valley Water logo in all collateral materials identifying Valley Water as a funding source for the development of those materials. Valley Water to provide sign template(s) and logo(s) to Grantee, upon request, for use in Project where feasible.

3. Grantee shall invite, in writing, members of the Valley Water Board to participate in any groundbreaking, opening, or ribbon-cutting ceremony associated with the Project. Board members will be given the opportunity to speak if other elected officials have speaking roles. Grantee will notify Valley Water at least two (2) weeks prior to the ceremony.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Date: _____ By: _____
Teresa DeCelles
Assistant Superintendent of Business Services

SANTA CLARA VALLEY WATER DISTRICT

Date: _____ By: _____
Rachael Gibson
Chief of External Affairs

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Valley Water

SANTA CLARA VALLEY WATER DISTRICT

SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM
FY 2026 SAFE, CLEAN WATER PROJECT F9 VALLEY WATER REFILL STATION GRANT AGREEMENT

This FY 2026 Safe, Clean Water Project F9 Valley Water Refill Station Grant Agreement (Agreement), effective upon full execution is entered into by and between the Santa Clara Valley Water District (Valley Water), a California special district, and Alum Rock Union Elementary School District (Grantee), a public school district incorporated in the State of California. Valley Water and Grantee may be referred to individually as a Party or collectively as the Parties.

A. GENERAL PROVISIONS

1. Purpose of Grant

a. The grant funds (Grant) will provide funding to support Grantee's Valley Water Refill Station Project (Project) which will install and maintain a new water refill station at San Antonio Elementary at 1721 E. San Antonio St, San Jose, CA 95116. Grantee is responsible for ongoing maintenance and replacement equipment for the water refill station beyond the Agreement term.

b. The total grant amount provided pursuant to this Agreement shall not exceed $5,000.00 (Five-Thousand Dollars) (Grant Amount).

c. In accepting any portion of the Grant Amount, Grantee agrees that it shall expend the grant funds only to perform and complete the Project, including purchasing the materials, equipment, or other goods and/or services required to complete the Project.

2. Grant Funds Disbursement

a. The initial invoice for 50% of the Grant Amount may be submitted only after: (1) this Agreement is fully executed; (2) completed and signed Federal Taxpayer ID form has been submitted; and (3) Grantee submits a signed payment request.

b. Valley Water will pay Grantee the remaining 50% of the Grant Amount upon receipt of a signed payment request and a photograph of the fully installed, operating water refill station. Further, in the event Grantee fails to complete the Project within the term of this Agreement or in accordance with the required terms of this Agreement, Grantee, upon Valley Water demand, shall refund Valley Water all portions of the Grant received.

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3. Term and Termination

a. The term of this Agreement commences on the date it is fully executed (Effective Date) and expires exactly one (1) year from the Effective Date. Either Grantee or Valley Water may unilaterally terminate this Agreement at any time by providing thirty (30) days written notice to the other Party.

b. Notwithstanding the foregoing, paragraph A.6. Indemnification and paragraph A.11. Choice of Law and Venue shall survive termination, expiration, suspension, and completion of this Agreement.

4. Grant Administration

Each Party's primary representative for the administration of this Agreement is as follows:

Valley Water	**Alum Rock Union Elementary School District**
Amy Fonseca Supervising Program Administrator 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-3005 Email: afonseca@valleywater.org	Teresa DeCelles Assistant Superintendent of Business Services 2930 Gay Ave San Jose, CA 95127 Phone: (408) 928-6800 Email: Teresa.decelles@arusd.org

5. Inspection of Records

a. Grantee agrees that Valley Water and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Grantee agrees to provide Valley Water and its agent(s), with any relevant information requested, in electronic and hard copy format, at Valley Water's discretion, and will permit Valley Water and its agent(s), access to Grantee's premises, upon reasonable notice, during normal business hours for the purpose of interviewing Grantee's employees (alternatively, by phone) and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation for the purpose of determining Grantee's compliance with this Agreement.

b. Grantee further agrees to maintain such records for a period of three (3) years after final payment made in accordance with this Agreement.

6. Indemnification

(Non-government agency) Notwithstanding any other provision of this Agreement, Grantee agrees to defend, hold harmless and indemnify Valley Water, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs, reasonable attorney fees, and any fees and expenses incurred in enforcing this provision (hereafter collectively

referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real, or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, to the extent any of Liabilities arise out of, pertain to, or relate to the Grantee's performance of this Agreement or obligations stated herein, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to person or damage to property to the extent arising from the negligence or willful misconduct of Valley Water. The foregoing does not limit any strict liability imposed onto the Grantee by Law. The rights, duties, and obligations of the Parties as set forth above in this paragraph A.6. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.

7. Compliance With Laws

Grantee shall at all times in the performance of its obligations pursuant to this Agreement, comply with all applicable federal, state, and local codes, ordinances, regulations, statutes, and laws as each currently exists and as may hereafter be amended, including but not limited to financial requirements, legal requirements for construction contracts such as California's contractor's license laws and prevailing wage laws, building codes, health and safety codes, and laws and codes relating to individuals with disabilities.

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B. SPECIAL PROVISIONS

1. Within the Project performance period, Grantee will mention the Project and Valley Water's Safe, Clean Water Program as a funding source in at least one article published in any newspaper, magazine, e-newsletter or social media that the Grantee issues or submits materials to for publication.

2. Grantee shall post signs provided by Valley Water acknowledging Valley Water's participation in the development of the Project and the use of Safe, Clean Water funds, should there be an implementation component. Grantee will include Valley Water logo in all collateral materials identifying Valley Water as a funding source for the development of those materials. Valley Water to provide sign template(s) and logo(s) to Grantee, upon request, for use in Project where feasible.

3. Grantee shall invite, in writing, members of the Valley Water Board to participate in any groundbreaking, opening, or ribbon-cutting ceremony associated with the Project. Board members will be given the opportunity to speak if other elected officials have speaking roles. Grantee will notify Valley Water at least two (2) weeks prior to the ceremony.

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Date: _____ By: _____

Teresa DeCelles
Assistant Superintendent of Business Services

SANTA CLARA VALLEY WATER DISTRICT

Date: _____ By: _____

Rachael Gibson
Chief of External Affairs

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Valley Water

SANTA CLARA VALLEY WATER DISTRICT

SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM
FY 2026 SAFE, CLEAN WATER PROJECT F9 VALLEY WATER REFILL STATION GRANT AGREEMENT

This FY 2026 Safe, Clean Water Project F9 Valley Water Refill Station Grant Agreement (Agreement), effective upon full execution is entered into by and between the Santa Clara Valley Water District (Valley Water), a California special district, and Alum Rock Union Elementary School District (Grantee), a public school district incorporated in the State of California. Valley Water and Grantee may be referred to individually as a Party or collectively as the Parties.

A. GENERAL PROVISIONS

1. Purpose of Grant

a. The grant funds (Grant) will provide funding to support Grantee's Valley Water Refill Station Project (Project) which will install and maintain a new water refill station at Hubbard Media Arts Academy at 1680 Foley Ave, San Jose, CA 95122. Grantee is responsible for ongoing maintenance and replacement equipment for the water refill station beyond the Agreement term.

b. The total grant amount provided pursuant to this Agreement shall not exceed $5,000.00 (Five-Thousand Dollars) (Grant Amount).

c. In accepting any portion of the Grant Amount, Grantee agrees that it shall expend the grant funds only to perform and complete the Project, including purchasing the materials, equipment, or other goods and/or services required to complete the Project.

2. Grant Funds Disbursement

a. The initial invoice for 50% of the Grant Amount may be submitted only after: (1) this Agreement is fully executed; (2) completed and signed Federal Taxpayer ID form has been submitted; and (3) Grantee submits a signed payment request.

b. Valley Water will pay Grantee the remaining 50% of the Grant Amount upon receipt of a signed payment request and a photograph of the fully installed, operating water refill station. Further, in the event Grantee fails to complete the Project within the term of this Agreement or in accordance with the required terms of this Agreement, Grantee, upon Valley Water demand, shall refund Valley Water all portions of the Grant received.

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3. Term and Termination

a. The term of this Agreement commences on the date it is fully executed (Effective Date) and expires exactly one (1) year from the Effective Date. Either Grantee or Valley Water may unilaterally terminate this Agreement at any time by providing thirty (30) days written notice to the other Party.

b. Notwithstanding the foregoing, paragraph A.6. Indemnification and paragraph A.11. Choice of Law and Venue shall survive termination, expiration, suspension, and completion of this Agreement.

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Valley Water	**Alum Rock Union Elementary School District**
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referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real, or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, to the extent any of Liabilities arise out of, pertain to, or relate to the Grantee's performance of this Agreement or obligations stated herein, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to person or damage to property to the extent arising from the negligence or willful misconduct of Valley Water. The foregoing does not limit any strict liability imposed onto the Grantee by Law. The rights, duties, and obligations of the Parties as set forth above in this paragraph A.6. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Date: _____ By: _____

Teresa DeCelles
Assistant Superintendent of Business Services

SANTA CLARA VALLEY WATER DISTRICT

Date: _____ By: _____

Rachael Gibson
Chief of External Affairs

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Valley Water

SANTA CLARA VALLEY WATER DISTRICT

SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM
FY 2026 SAFE, CLEAN WATER PROJECT F9 VALLEY WATER REFILL STATION GRANT AGREEMENT

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A. GENERAL PROVISIONS

1. Purpose of Grant

a. The grant funds (Grant) will provide funding to support Grantee's Valley Water Refill Station Project (Project) which will install and maintain a new water refill station at Renaissance Academy at Mathson at 2050 Kammerer Ave, San Jose, CA 95116. Grantee is responsible for ongoing maintenance and replacement equipment for the water refill station beyond the Agreement term.

b. The total grant amount provided pursuant to this Agreement shall not exceed $5,000.00 (Five-Thousand Dollars) (Grant Amount).

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b. Grantee further agrees to maintain such records for a period of three (3) years after final payment made in accordance with this Agreement.

6. Indemnification

(Non-government agency) Notwithstanding any other provision of this Agreement, Grantee agrees to defend, hold harmless and indemnify Valley Water, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs, reasonable attorney fees, and any fees and expenses incurred in enforcing this provision (hereafter collectively

referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real, or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, to the extent any of Liabilities arise out of, pertain to, or relate to the Grantee's performance of this Agreement or obligations stated herein, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to person or damage to property to the extent arising from the negligence or willful misconduct of Valley Water. The foregoing does not limit any strict liability imposed onto the Grantee by Law. The rights, duties, and obligations of the Parties as set forth above in this paragraph A.6. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.

7. Compliance With Laws

Grantee shall at all times in the performance of its obligations pursuant to this Agreement, comply with all applicable federal, state, and local codes, ordinances, regulations, statutes, and laws as each currently exists and as may hereafter be amended, including but not limited to financial requirements, legal requirements for construction contracts such as California's contractor's license laws and prevailing wage laws, building codes, health and safety codes, and laws and codes relating to individuals with disabilities.

8. Grantee Not an Agent of Santa Clara Valley Water District

In the performance of this Agreement, Grantee is acting as an independent contractor, and neither Grantee nor its employees or contractors are the servants, agents, or employees of Valley Water. Grantee shall have no authority, express or implied, pursuant to this Agreement, to bind Valley Water to any obligation whatsoever. Grantee shall not use Valley Water materials including logos, flyers, etc., without written permission from Valley Water.

9. Equal Opportunity

a. Valley Water is an equal opportunity employer and requires its Grantees to have and adhere to a policy of equal opportunity and nondiscrimination. In the performance of the Agreement, the Grantee will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment, in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics),

genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

b. Grantee's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60 1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and the California Labor Code §1101 and §1102.

c. Grantee must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the antidiscrimination and anti-harassment provisions of this Agreement. Grantee must conduct a fair, prompt, and thorough investigation of all allegations directed to Grantee by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Grantee must take prompt, effective action against the offender.

10. Public Access to Completed Project

Project, or portion of the Project located on property accessible to the public, will be open to members of the public generally during hours specified by the Grantee, except as noted in the Special Provisions of this Agreement, pursuant to provisions of the enabling legislation and/or Program, or any joint use agreement with Valley Water.

11. Choice of Law and Venue

This Agreement shall be deemed to have been made in and shall be construed according to the laws of the State of California without regard to its conflict of law provisions. The federal and state courts within Santa Clara County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement. Each Party expressly consents to the personal jurisdiction of and venue in such courts, and service of process effected upon it by registered mail sent to the address set forth herein for each Party.

12. Assignment and Subcontracts

The Grant Award is personal in character and Grantee may not assign any right or obligation stated in this Agreement without express consent of Valley Water. Any attempted or purported assignment of any right or obligation stated in this Agreement shall be void and of no effect.

13. No Conflict of Interest

Grantee warrants that, to the best of the Grantee's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of

interest, or that the Grantee has already disclosed all such relevant information. Grantee agrees that, if an actual or potential conflict of interest is discovered after this Agreement is approved by Valley Water, Grantee will make a full disclosure in writing to Valley Water and may be required to return all funds received from the Grant Amount.

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

B. SPECIAL PROVISIONS

1. Within the Project performance period, Grantee will mention the Project and Valley Water's Safe, Clean Water Program as a funding source in at least one article published in any newspaper, magazine, e-newsletter or social media that the Grantee issues or submits materials to for publication.

2. Grantee shall post signs provided by Valley Water acknowledging Valley Water's participation in the development of the Project and the use of Safe, Clean Water funds, should there be an implementation component. Grantee will include Valley Water logo in all collateral materials identifying Valley Water as a funding source for the development of those materials. Valley Water to provide sign template(s) and logo(s) to Grantee, upon request, for use in Project where feasible.

3. Grantee shall invite, in writing, members of the Valley Water Board to participate in any groundbreaking, opening, or ribbon-cutting ceremony associated with the Project. Board members will be given the opportunity to speak if other elected officials have speaking roles. Grantee will notify Valley Water at least two (2) weeks prior to the ceremony.

(SIGNATURES FOLLOW ON NEXT PAGE)

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IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Date: _____ By: _____

Teresa DeCelles
Assistant Superintendent of Business Services

SANTA CLARA VALLEY WATER DISTRICT

Date: _____ By: _____
Rachael Gibson
Chief of External Affairs

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

12.6

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: December 2, 2025

Subject: **Approve Bond Contracts/Extensions**

Support Information: The District has received a summarized list of bond contracts/extensions dates December 18, 2025.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the Bond Contracts/Extensions.

Submitted by: Maria Martinez Title: Bonds Director

Approved by: Eric Wasinger Title: Senior Executive of Bonds, M.O.T.

To the Board of Trustees:

Recommend Approval

12.6
Agenda Placement

Meeting: December 18, 2025
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
December 18, 2025 Board Meeting

BOND CONTRACTS/EXTENSIONS

CONTRACTOR NAME	DATE OF SERVICE	COST	PURPOSE
Clearly Consultants, Inc.	12/19/25	$ 24,200.00	A geotechnical and geohazard investigation is required to determine whether it is safe to place relocatable classroom buildings and the construction of an additional parking lot at the former Renaissance at Fischer site. This investigation is is a critical component of the District's due diligence and planning process.
Satellite Painting, Inc.	12/19/25	$ 70,400.00	The District released Bid No. 2526-Bonds04, Project #23 for the exterior painting of Ocala STEAM Academy-East Campus; sealed bids were received and after a review of the bids and verification of all required documentation, staff determined selecting the lowest responsive and responsible bid.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo (contracts under $100K)

To: Sandra Garcia, Interim Superintendent

From: Eric Wasinger, Senior Executive of Bonds, Maintenance, Operations and Transportation

Re: Approve Proposal and Contract with Cleary Consultants, Inc. for Geotechnical and Geologic Hazard Investigation at former Renaissance at Fischer site.

Date: November 20, 2025

Staff Analysis of Services:
A geotechnical and geohazard investigation is required to determine whether it is safe to place relocatable classroom buildings and the construction of an additional parking lot at the former Renaissance at Fischer site.

The purpose of the investigation is to assess the soil and subsurface conditions in the area of the planned relocatable building location. The findings will help ensure that the site is suitable for construction and that any potential geologic hazards are properly identified. This investigation is a critical component of the District's due diligence and planning process.

Recommendation:
Staff recommends that the Board of Trustees approve the proposal and contract with Cleary Consultants, Inc. in the amount of $24,200 to conduct a geotechnical and geologic hazard investigation at the former Renaissance at Fischer site.

CLEARY CONSULTANTS, INC.
Geotechnical Engineers and Geologists

Christophe A. Ciechanowski, President, GE
Grant F. Foster, Vice-President, GE
J. Michael Cleary, Principal, CEG, GE

November 19, 2025
Ser. 8025

Alum Rock Union Elementary School District
Attn: Eric Wasinger, Senior Executive of Bonds, M&O
2930 Gay Avenue
San Jose, CA 95127

RE: PROPOSAL FOR GEOTECHNICAL AND GEOLOGIC HAZARD INVESTIGATION
NEW PORTABLE CLASSROOM BUILDINGS AND PARKING LOT
CLYDE L. FISCHER MIDDLE SCHOOL
1720 HOPKINS DRIVE
SAN JOSE, CALIFORNIA

Dear Mr. Wasinger:

Introduction

As requested, we are submitting this proposal to perform a geotechnical and geohazard investigation for the planned new New Relocatable Classroom Buildings project at the Clyde L. Fischer Middle School campus in San Jose, California. The purpose of the investigation will be to explore the soil and foundation conditions in the general location of the planned new building site and to develop recommendations for the geotechnical engineering aspects of the project design.

As a basis for this proposal, we have briefly reviewed the site plan provided by Nathan Thome of Pageturn Projects, Inc and information in our files for the campus region. We understand that the project will include the installation of three new portable classroom buildings arranged in a "C" shape around a courtyard with a planned new shade canopy. The project will be constructed within the natural grass turf along the west side of the existing campus building complex. Structural loads are expected to be typical for this type of construction. A new parking lot will also be constructed in approximately the same location of the existing plarking lot along the south side of the new buildings. Associated improvements will include pedestrian concrete flatwork and new underground utilities.

Scope of Services

A. Geotechnical Investigation

We propose that our geotechnical investigation consist of the following:

1. Review of available geotechnical information for the area.

2. A site reconnaissance by our staff engineer or geologist who will mark the location of the borings for Underground Service Alert.

3. Performance of a field subsurface exploration program under the direction of our engineer or geologist who will supervise, log and sample three (3) exploratory borings to depths of 15 feet to 45 feet, or practical refusal, in the vicinity of the new building site. One (1) to two (2) additional borings will be performed within the existing parking lot for automobile pavement design. The borings will be drilled using a truck or track-mounted drill rig equipped with hollow stem augers. Soil sampling and Standard Penetration Resistance testing will be performed continuously in the upper six feet of the boring (four drives) and at five-foot intervals or changes in material type, thereafter. The soil samples will be transported to our laboratory for further examination and laboratory testing. The water level in the borings (if encountered) will be measured prior to backfilling the holes at the completion of drilling.

   The borings performed in existing pavement or flatwork areas will be backfilled with cement grout and/or patched with cold patch asphalt or dry mix concrete. Soil tailings generated during the drilling process will be left on-site.

4. Laboratory testing of samples obtained from the borings. These tests will include moisture content, dry density, shear strength, percent finer than #200 and #4 sieves, corrosion, R-value and plasticity index determinations, as appropriate.

5. Engineering analysis of the field and laboratory data.

6. Preparation of a geotechnical investigation report for the design and construction of the project. The report will include findings and recommendations for the following:

   a. Local geology and seismic setting.

   b. 2025 CBC seismic design criteria.

   c. Site preparation, fill placement and grading (as needed).

   d. Portable building foundation type(s), allowable bearing pressures, and minimum foundation depths and widths.

   e. Shade canopy foundation type(s), allowable skin frictions, and minimum foundation depths and diameters.

f. Estimated foundation settlements.

g. Subgrade preparation and aggregate baserock sections for new exterior concrete slabs-on-grade.

h. Subgrade preparation and aggregate baserock sections for new parking lot asphaltic concrete pavements.

i. Treatment of expansive soils (as required).

j. Backfill and compaction of utility trenches.

k. Surface and subsurface drainage.

l. Any other unusual design or construction conditions encountered in the investigations.

B. Geologic and Seismic Hazards Assessments

Based on the requested scope of services and our experience from other similar projects, we propose that the Geologic and Seismic Hazards Assessment portion of our report for the project consist of the following:

1. Discussion of geologic and seismic conditions containing data on an assessment of the nature of the site and potential earthquake damage including:

    a. Regional geology and seismic conditions and historical information on the seismicity of the local and regional area.

    b. Location of known active and potentially active faults near the site, as well as nearby inactive faults.

2. Maximum considered earthquake ground motion for the site in accordance with the California Building Code, latest edition, requirements.

3. Potential for ground rupture related to faulting, liquefaction, lateral spread, seismic settlement, differential compaction, landsliding, flooding, and dam failure inundation with recommended mitigation measures, where appropriate.

The areas where the borings will be required are locations where underground utilities may be present. Consequently, we will need the help of the District staff in locating and avoiding the utilities.

C. Geophysical Shear-Wave Velocity Study

Based on the requested scope of services and our experience from other similar projects, we propose that the on-site geophysical shear-wave velocity study portion of our report for the project consists of the following:

1. Performance of a geophysical site evaluation at the site using seismograph/geophones for subsurface seismic imaging. Data will be collected to a depth of at least 100 feet (or to competent material as site conditions permit) with a total survey length of 230 feet.

2. Processing of the seismic data and preparation of shear-wave velocity (Vs) profiles versus depth, computation of the average shear-wave velocity in the upper 100 feet (Vs30), and site classification of the sites per CBC/ASCE 7 seismic site class definitions.

3. Preparation of and presentation of our findings and provide discussion of seismic design parameters relevant to the projects (including a designation of a Seismic Site Class according to ASCE 7-22/CBC 2025).

Arrangements

Our services will be provided in accordance with the Schedule of Fees and Conditions presented on the reverse side of the last page of this proposal. We estimate that our fee for the geotechnical and geohazard investigation as described in this proposal will be $15,600 and the on-site geophysical study will be $6,200. We estimate that a private underground utility service to clear the boring locations will be $2,400.

Our scope for this work does not include site specific seismic design parameter analysis. If necessary, any such work can be provided for a supplemental fee.

The above budget estimates are based on the understanding that arrangements will be made, including removal of fencing, etc., to provide access to a full-sized truck-mounted drill rig to the boring locations.

Reasonable precautions shall be taken to minimize damage to the school property (both surface and subsurface), however, it should be understood that in the normal course of the work, some damage, i.e. rutting, underground utility breakage, etc., may occur, the correction of which is outside the scope

of this agreement.

As requested, the field work has tentatively been scheduled to be performed one day during the week of November 24 through 28, pending authorization, and our report will be submitted three to five weeks thereafter. Our findings and recommendations will be discussed with you and your design team prior to submitting the report.

Our services will be performed, findings obtained, and recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

As our authorization to proceed with the investigation please sign and return one copy of this agreement. If you have any questions regarding this proposal, please do not hesitate to call.

Yours very truly,
CLEARY CONSULTANTS, INC.

Chris Ciechanowski
President

CC:dl

Copies: Addressee (email)
Turnpage Projects, Inc. (email), Attn: Nathan Thome

Please mark authorized services with a check.

- ☐ Geotechnical and Geohazard Investigation $15,600
- ☐ Utility locator service for the exploratory boring location $2,400
- ☐ Geophysical Study $6,200 (if necessary)

or

- ☐ **All Services Total $24,200**

AUTHORIZATION

Approved By _____ Date 11/19/2025

CLEARY CONSULTANTS, INC.
SCHEDULE OF FEES AND CONDITIONS

PERSONNEL CHARGES

Administrative Assistant	60.00/hr
Drafting/Laboratory	70.00/hr
Senior Engineering Technician	120.00/hr
Prevailing Wage Engineering Technician	135.00/hr
Staff Engineer/Staff Engineering Geologist	130.00/hr
Project Engineer/Project Engineering Geologist	140.00/hr
Associate Engineer/Associate Engineering Geologist	180.00/hr
Principal	$220.00/hr*

*Expert witness fees for appearance at court and depositions are $1800/day and $900 half day. There is a minimum of one-half day for all court and deposition appearances.

EQUIPMENT/LABORATORY CHARGES

Automobile	$0.85/mile
Mobile Laboratory	10.00/hour
Nuclear Moisture/Density Gauge	5.00/test
Laboratory Compaction Curve, ASTM D1557	350.00/test
DIR Certified Payroll Reporting	100.00/report

MISCELLANEOUS CHARGES

Drilling services, printing and reproduction, special and consultant fees, permits, insurance, equipment and vessel rental, travel and subsistence expenses and other similar related costs are billed at cost plus 15 percent. Copies of previously issued reports will be billed at $50.00 for the first copy and $25.00 for each additional copy, or at cost of reproduction for larger reports.

STANDARD OF CARE

Cleary Consultants, Inc. (CCI) under this Agreement will strive to conduct services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other warranty, expressed or implied, is made.

Client recognizes that subsurface conditions may vary from those encountered at the locations where our borings, surveys, or explorations are made and that our data, interpretations and recommendations are based solely on the information available to us. We will be responsible for those data, interpretations, and recommendations but shall not be responsible for the interpretation by others of the information developed.

RIGHT OF ENTRY

The Client shall provide for CCI's right of entry and all our necessary equipment, in order to complete the work. While CCI shall take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

GENERAL LIABILITY INSURANCE

CCI represents and warrants that it is protected by worker's compensation insurance and that we have such coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, we agree to indemnify and save Client harmless from and against any loss, damage, or liability arising from any negligent acts by CCI and its staff. We shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. We shall not be responsible for any loss, damage, or liability arising from any negligent acts or willful misconduct of Client, its agents, staff, and other consultants employed by it. Certificates of our general liability insurance shall be provided upon request.

UTILITIES

In the prosecution of our work, CCI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to waive any claim against CCI and to defend, indemnify and hold CCI harmless from any claim or liability for injury or loss allegedly arising from CCI's damaging underground utilities or other man-made objects that were not called to CCI's attention or which were not properly located on plans furnished to CCI.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, and not withstanding any other provision of this agreement, the total liability, in the aggregate, of CCI and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to this project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of CCI or its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by CCI under this Agreement, or the total amount of $25,000, whichever is greater.

DISPUTES

The parties to this Agreement covenant and agree that all claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be submitted to non-binding mediation prior to initiation of any lawsuit or other litigation, unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. CCI and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition requiring a renegotiation of the scope of the work or termination of services.

OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CCI as instruments of service, shall remain our property. Client agrees that all reports and other work furnished to the client or his agents, which is not paid for, will be returned upon demand and will not be used by the Client for any purpose whatever.

THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or CCI. CCI's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against CCI because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

INVOICES

Invoices for our services will be submitted, at our option, on a monthly basis or when the work is completed. Invoices will be due immediately, but will not be delinquent within 10 days from which the invoice is dated. If payment is not so made, a service charge will be due on the amount of the invoices at the maximum rate permissible by law from the date of the invoice until the same is paid. In the event legal action is required to enforce the payment terms of this agreement, CCI shall be entitled to collect from the client any judgement or settlement sums due plus reasonable attorney's' fees, court costs and other expenses incurred by CCI for such collection action.

SAMPLES

All samples of soil and rock will be disposed of from the laboratory 30 days after issuance of the report unless the Client advises otherwise. Upon request, we will deliver the samples to the Client, charges collect, or will store them for an agreed storage charge.

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: June 3, 2025

Subject: **Approve Bid 2526-Bonds04, Project #23 Ocala STEAM Academy – East Campus Exterior Painting to Satellite Painting, Inc.**

Support Information: The District released Bid No. 2526-Bonds04, Project #23 for the exterior painting of Ocala STEAM Academy – East Campus. Sealed bids were received from the following firms.

Firm Name:	Bid/Proposal Amount:
Top Coat Tier Painting, Inc.	Non-Responsive
Satellite Painting Inc.	$70,400
KBI Painting Contractors	$101,750
Primal Paint Inc.	$139,700
Piana Construction and Painting Inc.	$141,100
Prime Painting Contractors, Inc.	$187,000
George Masker	$250,800

After a review of the bids and verification of all required documentation, staff determined that Satellite Painting, Inc. submitted the lowest responsive and responsible bid.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees award Bid 2526-Bonds04, Project #23, and approve a contract for the Ocala STEAM Academy East Campus Exterior Painting project to Satellite Painting, Inc. in the amount of $70,400 dollars.

Approved by: Eric Wasinger Title: Senior Executive of Bonds, Maintenance, Operations and Transportation

To the Board of Trustees: Meeting: December 18, 2025

Regular Board Meeting

Recommend Approval

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

BID FORM AND PROPOSAL
EXHIBIT "A"

To: Governing Board of Alum Rock Union School District ("District" or "Owner")

From: Satellite Painting, Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **2526-Bonds04**, **Project #23** ("Work") for the following project known as:

Exterior Painting: Ocala STEAM Academy - East Campus

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Sixty four thousand 00/100 Dollars Contractor Base Bid (**Words**)	$ 64,000.00 (**Numbers**)
Include a 10% Allowance for Unforeseen Conditions ***(10% of Base Bid)***	$ 6,400.00
Seventy thousand four hundred Dollars Contractor Base Bid Plus Allowance (**Words**) ***Total BASE BID***	$ 70,400.00 (**Numbers**)

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s).

BID FORM AND PROPOSAL
EXHIBIT "A"

To: Governing Board of Alum Rock Union School District ("District" or "Owner")

From: KBI Painting, Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **2526-Bonds04**, **Project #23** ("Work") for the following project known as:

Exterior Painting: Ocala STEAM Academy - East Campus

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Ninety-Two Thousand Five Hundred Dollars Contractor Base Bid (**Words**)	$ 92,500.00 (**Numbers**)
Include a 10% Allowance for Unforeseen Conditions ***(10% of Base Bid)***	$ 9,250.00
One Hundred and One Thousand Seven Hundred and Fifty Dollars Contractor Base Bid Plus Allowance (**Words**) ***Total BASE BID***	$ 101,750.00 (**Numbers**)

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s).

BID FORM AND PROPOSAL
EXHIBIT "A"

To: Governing Board of Alum Rock Union School District ("District" or "Owner")

From: Primal Paint Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **2526-Bonds04**, **Project #23** ("Work") for the following project known as:

Exterior Painting: Ocala STEAM Academy - East Campus

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

One Hundred Twenty Seven Thousand Dollars Contractor Base Bid (**Words**)	$ 127,000 00 (**Numbers**)
Include a 10% Allowance for Unforeseen Conditions ***(10% of Base Bid)***	$ 12,700
One Hundred Thirty Nine Thousand Seven Hundred — Dollars Contractor Base Bid Plus Allowance (**Words**) ***Total BASE BID***	$ 139,700 (**Numbers**)

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s).

BID FORM AND PROPOSAL
EXHIBIT "A"

To: Governing Board of Alum Rock Union School District ("District" or "Owner")

From: Piana Construction & Painting Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **2526-Bonds04, Project #23** ("Work") for the following project known as:

Exterior Painting: Ocala STEAM Academy - East Campus

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

One Hundred thirty one thousand Contractor Base Bid (**Words**)	Dollars	$ 131,000.00 (**Numbers**)
Include a 10% Allowance for Unforeseen Conditions ***(10% of Base Bid)***		$ 13,100.00
One hundred forty one thousand one hundred Contractor Base Bid Plus Allowance (**Words**) ***Total BASE BID***	Dollars	$ 141,100.00 (**Numbers**)

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s).

BID FORM AND PROPOSAL
EXHIBIT "A"

To: Governing Board of Alum Rock Union School District ("District" or "Owner")

From: Prime Painting Contractors,Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **2526-Bonds04**, **Project #23** ("Work") for the following project known as:

Exterior Painting: Ocala STEAM Academy - East Campus

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

One hundred seventy thousand dollars. Dollars Contractor Base Bid (**Words**)	$ 170,000.00 (**Numbers**)
Include a 10% Allowance for Unforeseen Conditions ***(10% of Base Bid)***	$ 17,000.00
One hundred eighty seven thousand dollars. Dollars Contractor Base Bid Plus Allowance (**Words**) ***Total BASE BID***	$ 187,000.00 (**Numbers**)

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s).

BID FORM AND PROPOSAL
EXHIBIT "A"

To: Governing Board of Alum Rock Union School District ("District" or "Owner")

From: George E Masker Inc
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **2526-Bonds04**, **Project #23** ("Work") for the following project known as:

Exterior Painting: Ocala STEAM Academy - East Campus

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Two Hundred Twenty Eight Thousand Contractor Base Bid (**Words**)	Dollars	$ 228,000 (**Numbers**)
Include a 10% Allowance for Unforeseen Conditions ***(10% of Base Bid)***		$ 22,800
Two Hundred Fifty Thousand Eight Hundred Contractor Base Bid Plus Allowance (**Words**) ***Total BASE BID***	Dollars	$ 250,800 (**Numbers**)

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s).

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 12.7
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: Date: December 10, 2025

Subject: **Santa Clara County Treasury Investment Portfolio Status**

Type: Action (Consent Calendar)

Support Information: In compliance with the State of California Government Code as amended by Chapters 783 and 784, Statutes of 1995 and in compliance with county-policy, the Santa Clara County Treasury Investment Portfolio Report as of September 30, 2025 is submitted for the Board of Trustee's review and acceptance.

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the SCC Investment Portfolio Report as of September 30, 2025.

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

To the Board of Trustees:

Recommend Approval

12.7
Agenda Placement

Meeting: December 18, 2025
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Docusign Envelope ID: A6E66D6C-C3CC-4BEB-B5F1-D86BF73D25B5

County of Santa Clara

Finance Agency
Controller-Treasurer Department

County Government Center
70 W. Hedding Street, East Wing, 2nd Floor
San Jose, California 95110-1705
(408) 299-5200 FAX (408) 288-9237

November 14, 2025

Submitted by: DocuSigned by: Margaret Olaiya 88C20E0A14E143D...
Margaret Olaiya, Director, Finance Agency

TO: BOARD OF TRUSTEES, SANTA CLARA COUNTY SCHOOL DISTRICTS
BOARDS OF DIRECTORS, SANTA CLARA COUNTY SPECIAL PURPOSE DISTRICTS

FROM: ANNIE TOM, ASSISTANT CONTROLLER-TREASURER DS Annie Tom

SUBJECT: COUNTY OF SANTA CLARA TREASURY INVESTMENT PORTFOLIO STATUS

RECOMMENDATION

Receive and file the September 30, 2025, Detailed Investment Portfolio Listing.

DISCUSSION

In compliance with the State of California Government Code as amended by Chapters 783 and 784, Statutes of 1995 and in compliance with County Policy, the Santa Clara County Treasury Investment Portfolio Report as of September 30, 2025, is submitted for your review and acceptance.

The attached detailed investment report lists each investment of the County Treasury Pool, as well as individual reports for specific investment funds that each school district or special district has in the County Treasury. The reports include the respective purchase and maturity dates, par value, amortized cost, market value, and yield to maturity for each investment.

A summary of market value versus cost is provided below for Commingled Investments of the County Pool.

	Cost	Market Value	Increase (Decrease)	Percent
Commingled Investments	$ 9,350,524,447	$ 9,350,213,154	$ (311,292)	0.00 %

Board of Supervisors: Sylvia Arenas, Betty Duong, Otto Lee, Susan Ellenberg, Margaret Abe-Koga
County Executive: James R. Williams

Docusign Envelope ID: A6E66D6C-C3CC-4BEB-B5F1-D86BF73D25B5

The yield of the Pool on September 30, 2025, was 3.92%. As a comparison, on September 30, 2025, the yield of a 6-month Treasury Bill was 3.84%. A two-year Treasury Note was 3.61%. The State of California Local Agency Investment Fund (LAIF) yield was 4.21%.

The Pool's yield is calculated as the average weighted yield at time of purchase of (1) previously purchased bonds and of (2) securities purchased at current market rates from new cash and cash proceeds from maturing securities. Many previously purchased bonds were bought when market interest rates were lower and before the Federal Reserve Bank raised interest rates by 5 percentage points. As lower yield bonds mature over the next year, and are replaced by bonds with current yields, the Pool's average yield will increase and approximate those of other market benchmarks.

Attached with the current investment-economic outlook is a schedule that lists the average weighted maturities and yield for the Commingled Investment Pool. Charts outlining investment concentrations and distribution of bond maturities are provided for the Pool. Also included is a chart showing the fiscal year-to date history of the Pool along with interest rates offered by selected comparable instruments.

Securities are purchased with the expectation that they will generally be held to maturity, hence unrealized gains or losses are not reflected in the yield calculations.

The market value of Pool securities was taken from pricing services provided by Bank of New York Mellon (BNY), Bloomberg Analytics, dealer quotes, and an independent pricing service.

A combination of maturing securities, new revenues, and tax receipts will adequately cover the anticipated cash flow needs for the next six months. Cash flows are continually monitored and are considered paramount in the selection of securities purchased for the Pool.

Attachments:

September 30, 2025, Quarterly Investment Report

Quarterly Investment Report

September 30, 2025

Quarterly Investment Review Table of Contents

Quarterly Investment Report
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Board of Supervisors: Sylvia Arenas, Betty Duong, Otto Lee, Susan Ellenberg, Margaret Abe-Koga

County Executive: James R. Williams

Santa Clara County Commingled Pool and Segregated Investments

September 30, 2025

Fund	Cost Value**	Market Value	Variance	% Variance
Commingled Investment Pool	$9,350,524,447	$9,350,213,154	-$311,292	0.00%
Worker's Compensation	$32,621,134	$32,729,857	$108,723	0.33%
Park Charter Fund	$4,815,306	$4,837,599	$22,293	0.46%
Medical Malpractice Insurance Fund (1)	$10,462,057	$10,543,339	$81,282	0.78%
Total	**$9,398,422,944**	**$9,398,323,949**	**-$98,995**	**0.00%**

(1) Managed by Chandler Asset Management, Inc.

Summary of Yields* for Select Santa Clara County Investment Funds

Fund	2025			2024
	Jul 31	Aug 31	Sep 30	Sep 30
Commingled Investment Pool	3.86%	3.96%	3.92%	3.75%
Worker's Compensation	3.47%	3.42%	3.60%	2.83%
Weighted Yield	**3.86%**	**3.95%**	**3.92%**	**3.75%**

*Yield to maturity (YTM) is the rate of return paid on a bond, note, or other fixed income security if the investor buys and holds it to its maturity date and if the coupon interest paid over the life of the bond is reinvested at the same rate as the coupon rate. The calculation for YTM is based on the coupon rate, length of time to maturity, and market price at time of purchase.

Yield is a snapshot measure of the yield of the portfolio on the day it was measured based on the current portfolio holdings on that day. This is not a measure of total return, and is not intended to be, since it does not factor in unrealized capital gains and losses and reinvestment rates are dependent upon interest rate changes

**Cost Value is the amortized book value of the securities as of the date of this report.

Santa Clara County Commingled Pool and Segregated Investments

Economic Update and Portfolio Strategy

September 30, 2025

The widely respected forecast conducted by the Federal Reserve Bank of Atlanta projects that US gross domestic product (GDP) increased 3.8 percent in the third quarter, ending September 30th. Due to the ongoing Federal government shutdown, high-quality alternative data sources are being relied upon to gauge the economy's direction. Several agencies that produce key economic indicators, including the Bureau of Labor Statistics, have halted most of their operations since October 1st. The US economy grew at a 3.8 percent annualized pace in the second quarter. This is a revision and shows growth was stronger than the previously reported 3.3 percent advance. Consumer spending, led by high earners and many older Americans, in addition to business investment spending, continue to be key growth drivers. Both categories mask the impact of weakness currently being experienced by labor markets. Uncertainty over tariffs and other policies has led many companies to cut back on adding workers. Economists expect companies to add fewer employees in the coming year, about 49,000 a month on average. That is their lowest monthly payroll forecast since the July 2023 survey.

As job growth has weakened, wage growth has moderated, particularly for low-wage workers. In August 2025, wage and salary growth, for twelve months prior, fell to 0.9 percent for the bottom third of wage earners, the smallest gain since 2016. The top third saw growth of 3.6 percent over the same period, the most since November 2021.

The significant surge in capital expenditures related to generative artificial intelligence (AI), including spending on data centers and AI infrastructure, has boosted growth in the economy and generated strong stock market gains. Even though questions have emerged about the sustainability of spending, others such as Bloomberg economic analytics are projecting as much as $4.0 trillion will be spent on AI infrastructure through 2030.

So far, the impact of the Federal Administration's levies, which include broad-based tariffs on nearly all US trading partners as well as sector-specific duties, has been more muted than expected. Tariff pass-through into consumer prices has taken longer than expected. Likewise, those tariff-related price increases which have emerged have been lower than anticipated. Economists project companies will eventually pass tariff costs through to consumers, but this will unfold over time.

After months of keeping interest rates steady and even with lingering inflation concerns, Federal Reserve Bank (Fed) policymakers resumed cutting rates on September 17th, lowering their benchmark interest rate by a quarter of a percentage point. The Fed further lowered the target range for the federal funds rate by another quarter of a percentage point to 3-3/4 to 4 percent range on October 29, 2025. Prior to these cuts, the last interest rate reduction occurred in December 2024. The Fed's decision was prompted by sharp reductions in hiring this summer and by concerns that hiring may weaken further. A significant revision of past employment reports also showed that the pace of job creation in 2025 through March was about half of what had been previously reported.

Typically, when prices are rising, the Fed raises rates to slow inflation. When joblessness increases, the Fed cuts rates to lower borrowing costs and spur hiring. In 2025, the labor market softened while at the same time inflation has remained elevated, making the decision to reduce rates a difficult choice. Prices are still rising faster than the Fed's 2 percent inflation target, which has been the case for the last four and a half years. Many economists argue the pass-through of tariffs into prices, while slower and less substantial than expected, has not ended. Lastly, current monetary policy may not be that restrictive.

Given that the unemployment rate remained relatively low at 4.3 percent in August (last available report) and employers are reluctant to lay off employees, Fed policymakers also grappled with weak demand for workers and its connection to immigration enforcement, which is causing a collapse in labor supply and growth. Due to the ongoing government shutdown, the September payrolls report has not been released by the Labor Department.

U.S. job growth continued to decelerate in August, with the addition of only 22,000 new jobs. The US has added just 598,000 jobs so far in 2025 through August. Other than 2020, during the pandemic, this is the lowest job creation for the first eight months of the year since 2009, when the economy was upended by the financial crisis. The weakness has been particularly pronounced, with an average gain of about 26,750 jobs a month since May, the month after the Federal Administration launched "Liberation Day" tariffs. Of note, many federal workers have been on paid leave, deferred resignation or are still receiving severance pay, and therefore are still counted as employed.

Tariff increases will be less than initially indicated or announced by the Trump Administration, according to Bloomberg economic analysis. Canada's effective tariff rate, which is revenue divided by the value of exports to the US, was 3 percent as of July. Mexico's was slightly higher, at 4.7 percent. By this measure, the true tariff levy has not been significantly altered for either country since the 2025 launch of new tariffs.

However, other trading partners are facing higher effective rates. The average across all imports is approximately 10 percent. Nevertheless, many trade partners are still seeking, and being granted, a range of carve-outs and exemptions. Deal by deal, the US has already excluded more than 40 percent of imports of machinery and electronics (including smartphones and laptops), roughly 90 percent of pharmaceuticals, all energy products, and big shares of chemicals, metals, and metal products. Estimates indicate, as of this summer, the Federal Administration had shielded non-USMCA (US, Mexico & Canada) imports worth $750 billion (as measured in 2024) from 2025 tariffs. Tax relief is yet another form of tariff flexibility. For example, US vehicle manufacturers have been lobbying the administration for help in meeting the cost of tariffs on imported car and truck parts.

Santa Clara County Commingled Pool and Segregated Investments

Economic Update and Portfolio Strategy

September 30, 2025

Sales of previously occupied U.S. homes rose 1.5 percent in September from August. Sales also increased 4.1 percent compared to September 2024, according to the National Association of Realtors (NAR). Lower mortgage rates and larger home inventories contributed to improved sales. Mortgage rates began declining in July in the lead-up to the Fed's September rate reduction decision. Buyers benefited from a wider selection of properties, which has brought supply and demand more into balance.

The U.S. housing market has been in a sales slump since 2022, when mortgage rates began climbing from historic lows. Sales of previously occupied U.S. homes sank last year (2024) to their lowest level in nearly 30 years.

Still, borrowing costs remain too high for many Americans to afford a home purchase following years of increasing prices. The U.S. median home sales price has risen 53 percent over the past six years. Despite easing mortgage rates, many home shoppers bought homes entirely with cash in September 2025. Such transactions made up 30 percent of all sales, up from 28 percent in August and unchanged compared to September 2024, according to the NAR.

There were 1.55 million homes unsold at the end of last month, up 1.3 percent from August and up 14 percent from September 2024. The latest inventory snapshot matches a 5-year high but remains well below the roughly 2 million homes for sale that was typical before the pandemic.

The portfolio strategy continues to focus on:

(1) acquisition of high-quality issuers;
(2) identifying and selecting bonds with attractive valuations;
(3) appropriately sizing the liquidity portion of the portfolio to ensure adequate cash for near-term obligations; and
(4) ensuring that monies targeted for longer-term investments are deployed in vehicles with favorable risk-adjusted yields.

Santa Clara County Commingled Pool and Segregated Investments

Portfolio Liquidity Adequacy, Review, and Monitoring

September 30, 2025

Yield and Weighted Average Maturity

The yield of the Commingled Pool is 3.92 and the weighted average life is 482 days.

Liquidity Adequacy

The County Treasurer believes the Commingled Pool contains sufficient cash flow from liquid and maturing securities, bank deposits and incoming cash to meet the next six months of expected expenditures.

Review and Monitoring

Meeder Public Funds, the County's investment advisor, currently monitors the Treasury Department's investment activities.

Additional Information

Securities are purchased with the expectation that they will be held to maturity, so unrealized gains or losses are not reflected in the yield calculations.

The market values of securities follows a hierachy provided by independent pricing services, the Bank of New York Mellon, Bloomberg Analytics, and dealer quotes.

Santa Clara County Commingled Pool

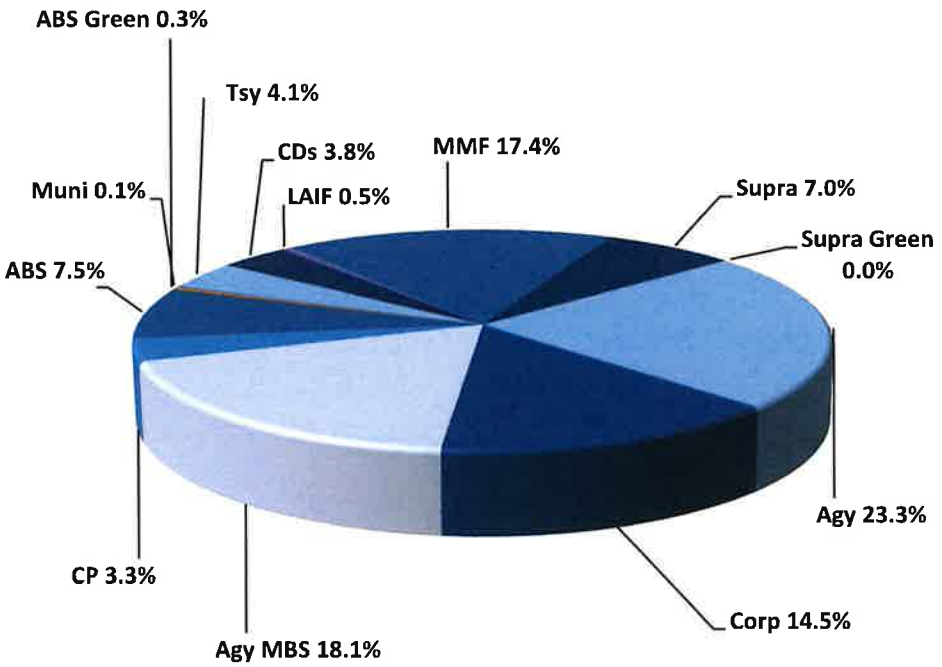
Allocation by Security Types

September 30, 2025

Sector	9/30/2025	6/30/2025	% Chng
Federal Agencies	23.32%	27.80%	-4.47%
Corporate Bonds	14.51%	11.60%	2.90%
Agy MBS	18.06%	12.38%	5.68%
Commercial Paper	3.32%	3.89%	-0.58%
ABS	7.55%	6.58%	0.97%
ABS Green Bonds	0.35%	0.31%	0.04%
Municipal Securities	0.14%	0.13%	0.00%
U.S. Treasuries	4.06%	6.11%	-2.05%
Negotiable CDs	3.80%	6.82%	-3.02%
LAIF	0.52%	0.42%	0.10%
Money Market Funds	17.38%	16.97%	0.41%
Supranationals	7.01%	6.78%	0.23%
Supranationals Green Bonds	0.00%	0.21%	-0.21%
Total	100.00%	100.00%	

Sector	9/30/2025	6/30/2025
Federal Agencies	2,180,707,861	3,178,300,798
Corporate Bonds	1,356,373,322	1,326,764,026
Agy MBS	1,688,563,012	1,415,337,776
Commercial Paper	310,052,766	445,039,069
ABS	705,798,141	751,845,143
ABS Green Bonds	32,484,234	35,427,944
Municipal Securities	12,905,000	15,400,000
U.S. Treasuries	379,815,771	698,662,818
Negotiable CDs	355,000,000	780,000,000
LAIF	48,325,546	47,801,827
Money Market Funds	1,624,809,202	1,939,886,739
Supranational	655,689,591	775,487,359
Supranationals Green Bonds	-	24,407,000
Total	9,350,524,447	11,434,360,500

Amounts are based on book value

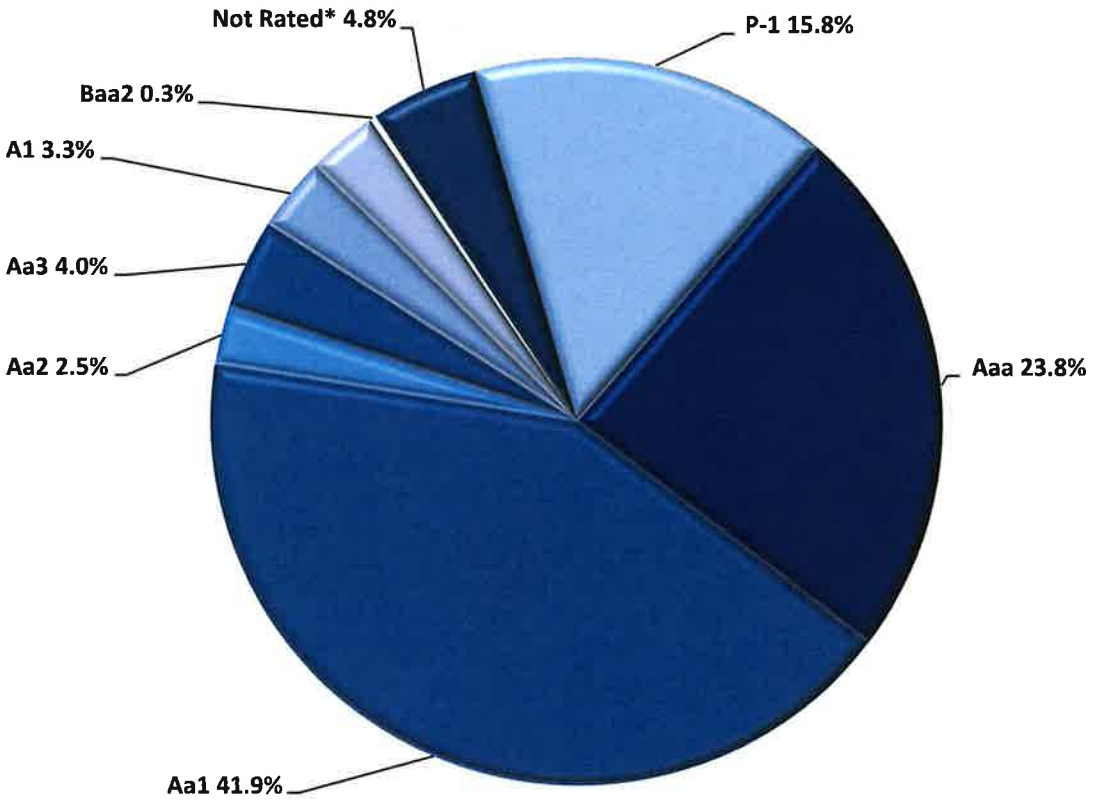


Santa Clara County Commingled Pool

Allocation by Ratings

September 30, 2025

Moody's Rating	Portfolio $	Portfolio %
P-1	1,478,052,766	15.8%
P-2	-	0.0%
Aaa	2,228,048,117	23.8%
Aa1	3,918,300,615	41.9%
Aa2	235,103,372	2.5%
Aa3	374,805,909	4.0%
A1	309,381,220	3.3%
A2	289,037,817	3.1%
A3	47,994,484	0.5%
Baa2	23,847,445	0.3%
Not Rated*	445,952,703	4.8%
Total	9,350,524,447	100.0%



*Not Rated by Moody's but at least A-1 & F1 by S&P & Fitch.

**Repurchase Agreements are not rated, but are collateralized by U.S. Trea

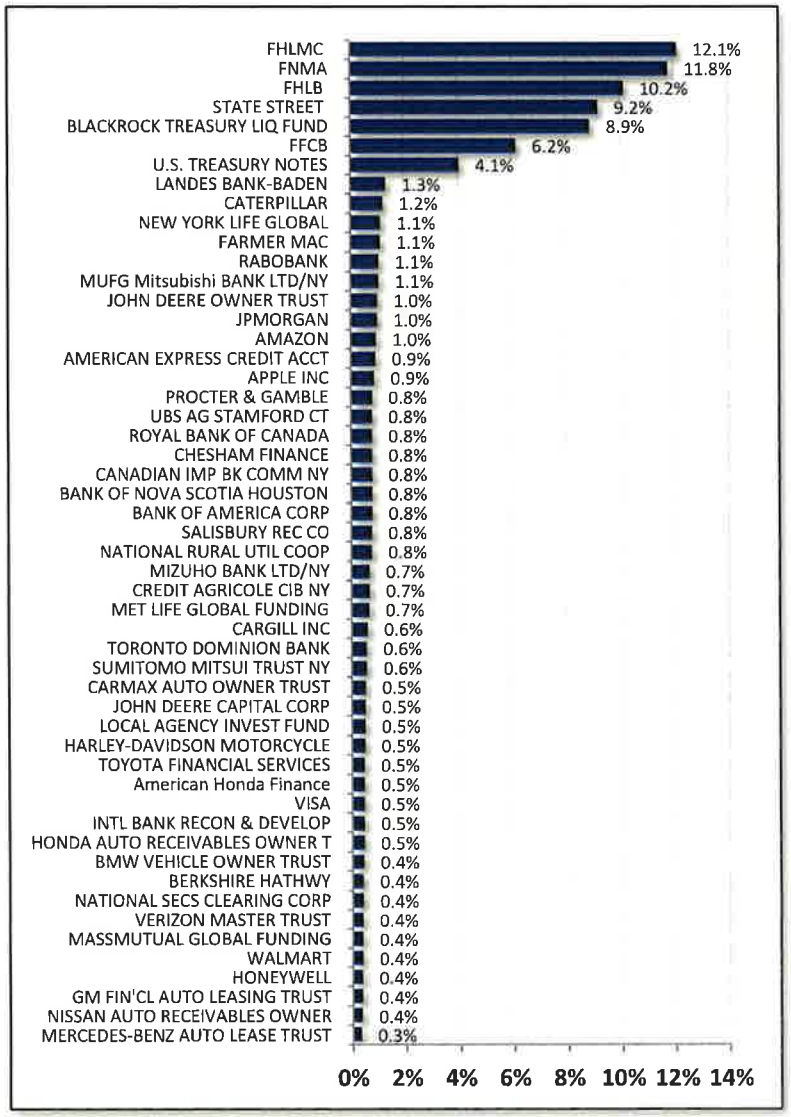
***LAIF is not rated, but is comprised of State Code allowable securities

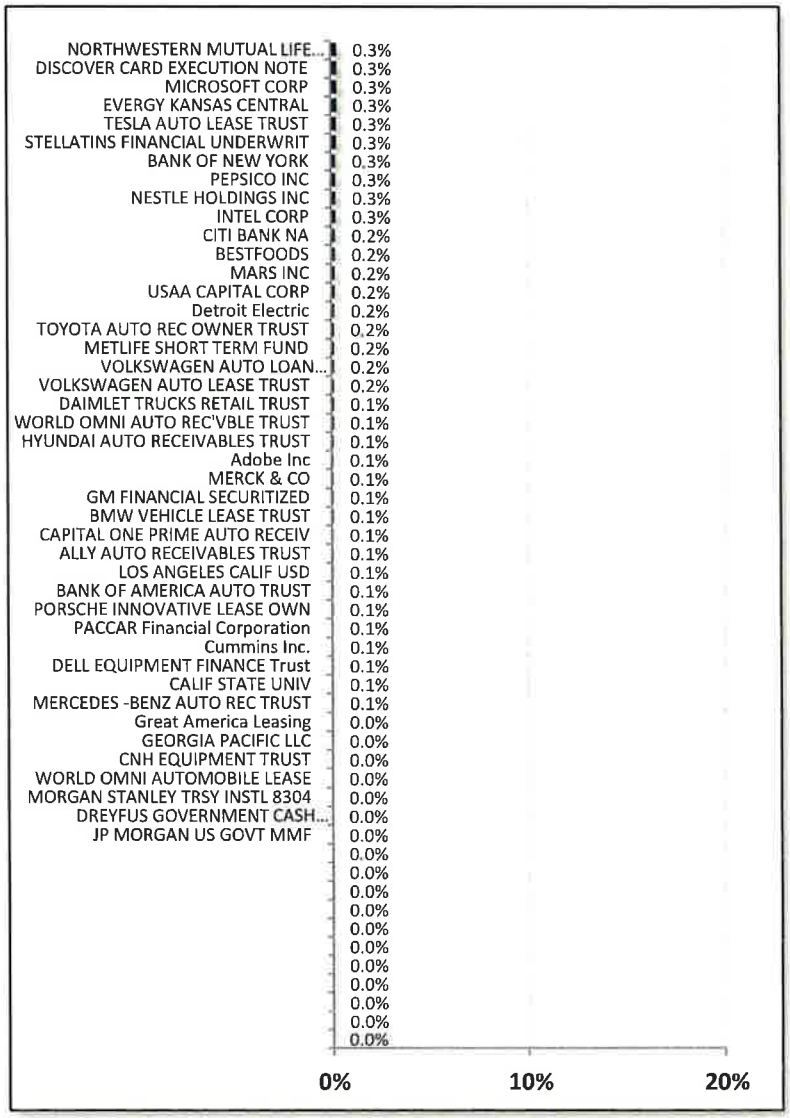
Amounts are based on book values

Santa Clara County Commingled Pool

Holdings by Issuer - Percent of Commingled Pool

September 30, 2025





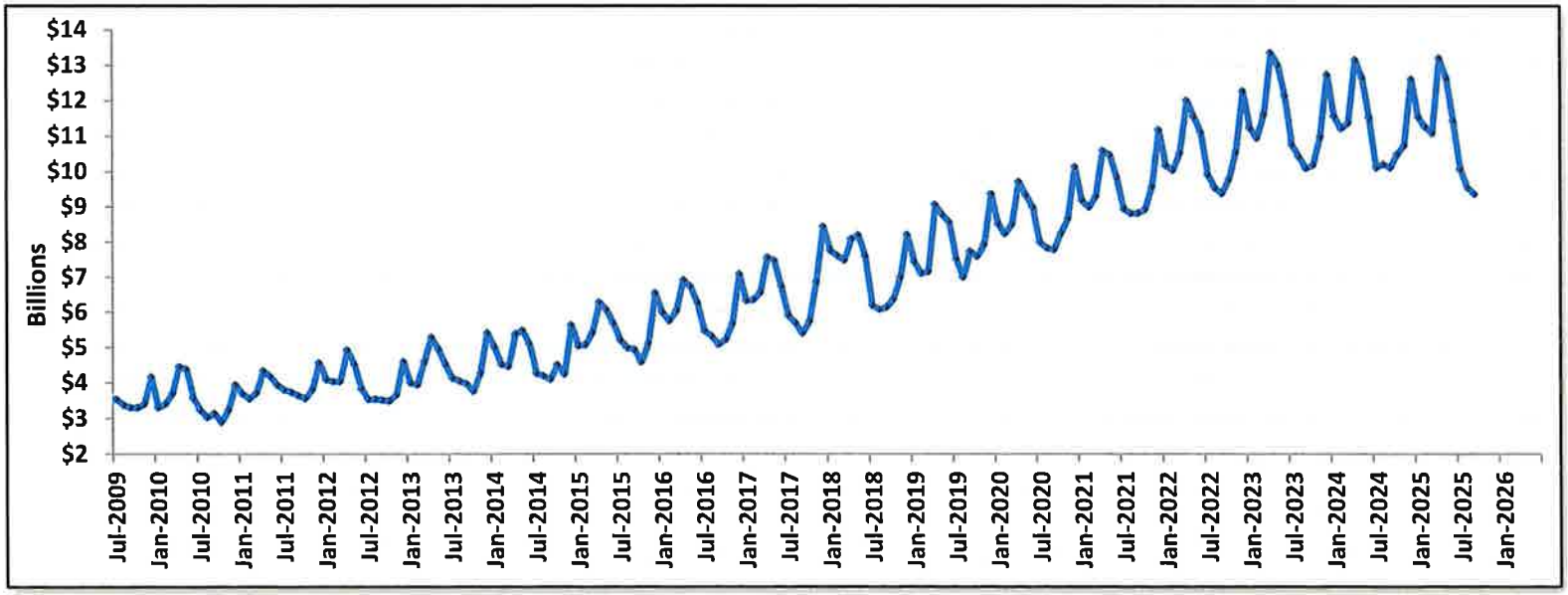
Amounts are based on book values

Source: Data source is supplied by Santa Clara County, while the calculations are performed by Meeder Public Funds.

Santa Clara County Commingled Pool

Historical Month End Book Values

September 30, 2025



Fiscal Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 2014	$4.13	$4.05	$3.98	$3.76	$4.27	$5.42	$5.02	$4.52	$4.46	$5.39	$5.49	$5.11
FY 2015	$4.27	$4.19	$4.10	$4.05	$4.25	$5.64	$5.05	$5.09	$5.42	$6.28	$6.07	$5.69
FY 2016	$5.21	$4.99	$4.94	$4.59	$5.12	$6.54	$6.00	$5.75	$6.04	$6.91	$6.73	$6.26
FY 2017	$5.47	$5.33	$5.09	$5.22	$5.67	$7.08	$6.32	$6.35	$6.55	$7.56	$7.47	$6.73
FY 2018	$5.90	$5.69	$5.41	$5.72	$6.85	$8.43	$7.75	$7.61	$7.47	$8.08	$8.19	$7.58
FY 2019	$6.18	$6.07	$6.13	$6.35	$6.99	$8.20	$7.42	$7.10	$7.15	$9.05	$8.77	$8.56
FY 2020	$7.51	$6.98	$7.18	$7.58	$7.91	$9.36	$8.49	$8.22	$8.49	$9.70	$9.32	$8.98
FY 2021	$7.98	$7.81	$7.77	$8.23	$8.65	$10.13	$9.17	$8.98	$9.30	$10.59	$10.47	$9.83
FY 2022	$8.92	$8.79	$8.81	$8.91	$9.55	$11.18	$10.17	$10.03	$10.52	$12.01	$11.54	$11.10
FY 2023	$9.90	$9.52	$9.37	$9.77	$10.56	$12.27	$11.23	$10.94	$11.61	$13.35	$13.00	$12.13
FY 2024	$10.75	$10.42	$10.09	$10.18	$10.97	$12.74	$11.56	$11.20	$11.37	$13.14	$12.66	$11.52
FY 2025	$10.11	$10.21	$10.10	$10.49	$10.74	$12.61	$11.53	$11.26	$11.08	$13.20	$12.64	$11.43
FY 2026	$10.06	$9.54	$9.35									

Amounts in billions

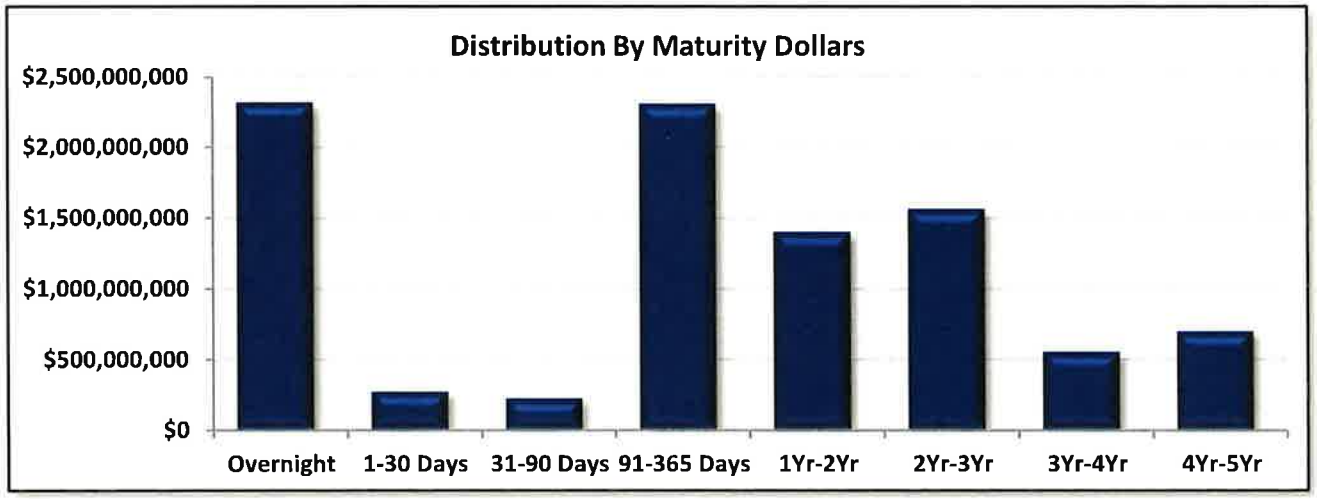
Source: Data source is supplied by Santa Clara County, while the calculations are performed by Meeder Public Funds.

Santa Clara County Commingled Pool

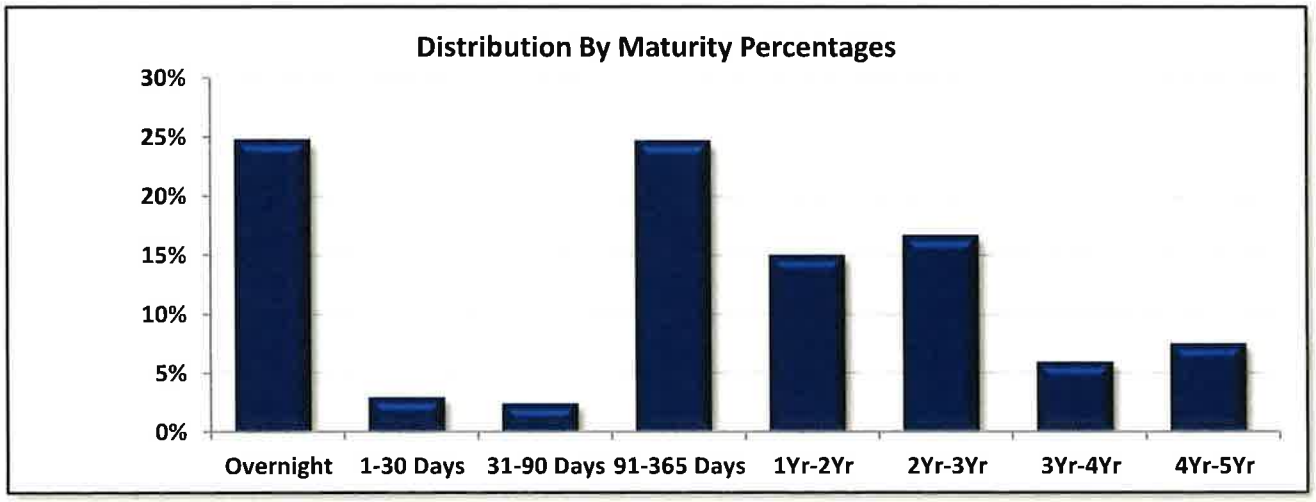
Distribution by Maturity

September 30, 2025

Maturity	Amount*
Overnight	2,321,465,217
1-30 Days	273,025,939
31-90 Days	223,307,568
91-365 Days	2,309,901,155
1Yr-2Yr	1,403,906,051
2Yr-3Yr	1,562,063,654
3Yr-4Yr	556,286,106
4Yr-5Yr	700,568,756
	9,350,524,447



Maturity	Amount*
Overnight	24.83%
1-30 Days	2.92%
31-90 Days	2.39%
91-365 Days	24.70%
1Yr-2Yr	15.01%
2Yr-3Yr	16.71%
3Yr-4Yr	5.95%
4Yr-5Yr	7.49%
	100.00%



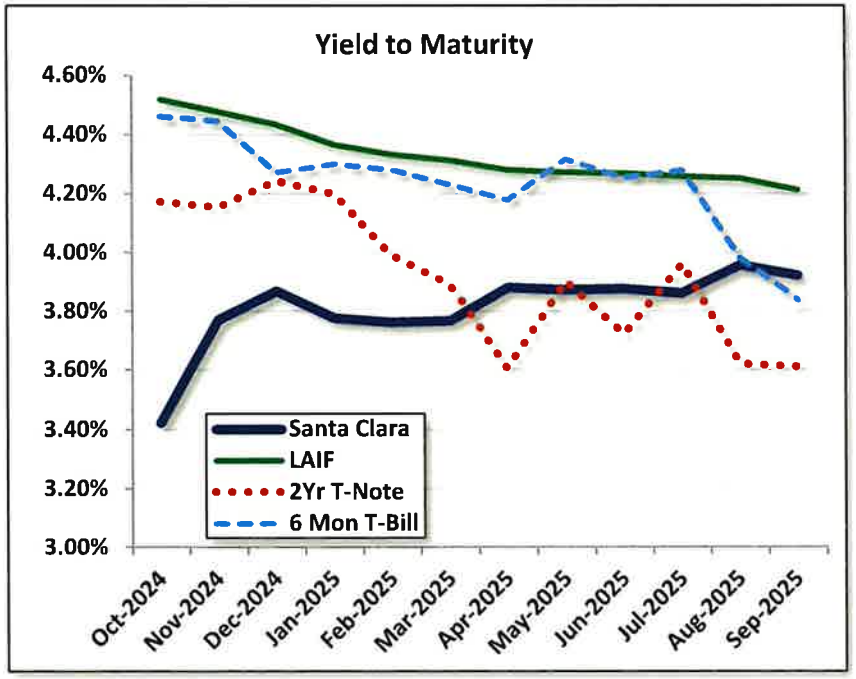
*Amounts are based on book value

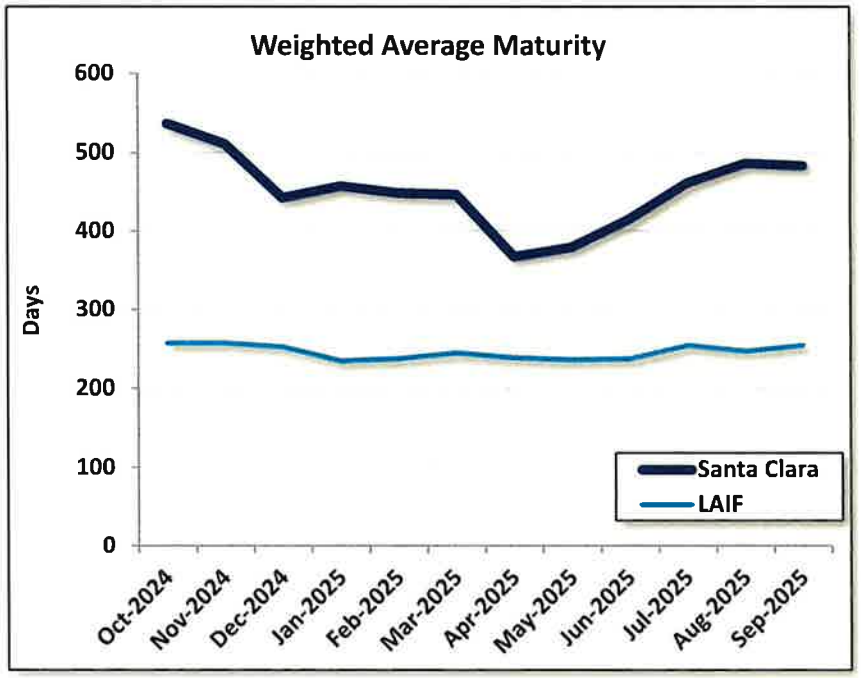
Source: Data source is supplied by Santa Clara County, while the calculations are performed by Meeder Public Funds.

Santa Clara County Commingled Pool

Yield to Maturity and Weighted Average Maturity

September 30, 2025





Item	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25
SCC YTM	3.42%	3.77%	3.87%	3.78%	3.76%	3.77%	3.88%	3.87%	3.88%	3.86%	3.96%	3.92%
LAIF YTM	4.52%	4.48%	4.43%	4.37%	4.33%	4.31%	4.28%	4.27%	4.27%	4.26%	4.25%	4.21%
6 Mon T-Bill	4.46%	4.45%	4.27%	4.30%	4.28%	4.23%	4.18%	4.32%	4.25%	4.28%	3.98%	3.84%
2Yr T-Note	4.17%	4.15%	4.24%	4.20%	3.99%	3.89%	3.61%	3.90%	3.72%	3.96%	3.62%	3.61%
SCC WAM	537	511	442	457	448	446	367	379	415	461	486	483
LAIF WAM	257	257	252	234	237	244	238	236	237	254	247	254
SCC Duration*	0.92	0.88	0.74	0.75	0.75	0.73	0.60	0.61	0.68	0.74	0.79	0.82
LAIF Duration	0.70	0.70	0.69	0.62	0.63	0.65	0.63	0.63	0.63	0.70	0.68	0.67

*Effective Duration is expressed in years. The Duration for LAIF is an estimate.

Note: Yield to Maturity for 2Yr T-Note and 6 Mon T-bill are yields at market levels. LAIF and Santa Clara yields are calculated at purchase cost.

Source: Data source is supplied by Santa Clara County, while the calculations are performed by Meeder Public Funds.

Santa Clara County

Approved Issuers and Broker/Dealers

September 30, 2025

Direct Commercial Paper Issuers

Toyota Motor Credit

Broker/Dealers

Academy Securities, Inc
BofA Securities, LLC
Barclays Capital, Inc
Bank of Montreal, Chicago Branch
BNP Paribas Securities Corp
BNY Mellon Capital Markets, LLC
BMA Captial Markets Corp.
BOK Financial Securities (Bank of Oklahoma)
Brean Capital LLC
Cantor Fitzgerald & Co
Citigroup Global Markets Inc
Daiwa Capital Markets America Inc
Deutsche Bank Securities Inc
InspereX LLC
Jefferies LLC
JP Morgan Securities, Inc
Keybanc Capital Markets, Inc
Loop Capital Markets LLC
Mesirow Financial, Inc.
Mischler Financial Group, Inc.
Mizuho Securities USA, Inc
MUFG Securities Americas Inc.
Nomura Securities International, Inc.
Piper Sandler & Co.
Raymond James, Inc.
RBC Capital Markets, Inc
Santander US Capital Markets LLC
UBS Securities LLC
Siebert Williams Shank & Co LLC

Santa Clara County Commingled Pool
Compliance with Investment Policy
September 30, 2025

Item/Sector	Parameters	In Compliance
Maturity	Weighted Average Maturity (WAM) must be less than 36 months	Yes
Interest Periods	Securities must pay interest within one year of the initial investment and at least semiannually in subsequent years	Yes
Investment Swaps	Similar maturity swaps, so as not to affect cash flow needs, should have minimum 5 basis point gain	Yes
Issuer Limits	No more than 5% of the portfolio shall be invested in aggregate of any single institution of the following types: Bankers Acceptances, CP, Negotiable CDs, and Corporate Notes	Yes
U.S. Treasuries	No sector limit, no issuer limit, max maturity 5 years	Yes
U.S. Federal Agencies	No sector limit, no issuer limit, max maturity 5 years	Yes
LAIF	No sector limit, no issuer limit, CA State's deposit limit $75 million	Yes
Repurchase Agreements	No sector limit, no Issuer limit, max maturity 92 days, treasury and agency collateral at 102% of investment, if maturity exceeds 15 days, must be collateralized by securities with 5 years or less maturities	Yes
Commercial Paper	Sector limit 40%, issuer limit 5%, max maturity 270 days, rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), issued by domestic corporation w/ at least $500 mil of assets, and long term debt rated by at least two: AA- (S&P/Fitch)/Aa3 (Moody's)	Yes
Corporate Bonds	Sector limit 30%, issuer limit 5%, max maturity 5 years, rated by at least two: A- (S&P/Fitch)/A3 (Moody's), issued by domestic corps/depositories, but no single NRSRO rating can be lower than A- or equivalent	Yes
Money Market Funds	Sector limit 20%, issuer limit 10%, rated by at least two: AAA-m (S&P/Fitch)/Aaa-mf (Moody's), MMF has at least $500 mil managed	Yes
Negotiable Certificates of Deposit	Sector limit 30%, issuer limit 5%, max maturity 5 years, if under 1 year rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), if greater than 1 year rated by at least two: AA- (S&P/Fitch)/Aa3 (Moody's)	Yes
Municipal Securities	Sector limit 10%, no issuer limit, State of CA, local CA agencies, and other municipal securities of the other 49 states, if long-term rated, then by at least two: A- (S&P/Fitch)/A3 (Moody's), if short-term rated, then by at least two: SP-1 (S&P), MIG-1 (Moody's), F-1 (Fitch), revenue based bonds payable solely out of the States' or local agencies' revenues	Yes
Agency Mortgage-Backed Securities	Sector limit 20%, no issuer limit, max maturity 5 years, collateralized by pools of conforming residential mortgage loans insured by FHLMC/FNMA and residential mortgages guaranteed by FHA (GNMA)	Yes
Asset-Backed Securities	Sector limit 20%, no issuer limit, max maturity 5 years, collateralized by pools of loans such as installment/receivables, security must be rated by at least two: AA- (S&P/Fitch), Aa3 (Moody's), issuer rated by at least two: A- (S&P/Fitch), A3 (Moody's)	Yes
Supranational Debt Obligations	Sector limit 30%, max maturity 5 years, issued or unconditionally gauranteed by the IBR and IADB, rated by at least two: AAA (S&P/Fitch), Aaa (Moody's)	Yes
Bankers' Acceptances	Sector limit 40%, issuer limit 5%, max maturity 180 days, rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), issued by commercial banks , collateral must exceed market value of security by 2%	Yes, None in Portfolio
Securities Lending	Sector limit 20%, max maturity 92 days for loans and reinvestment, loan counterparty must be a primary dealer, collateral must exceed 2% of market value, loaned securities must be owned for at least 30 days	Yes, None in Portfolio

Santa Clara County Commingled Pool

Allocation by Security Types

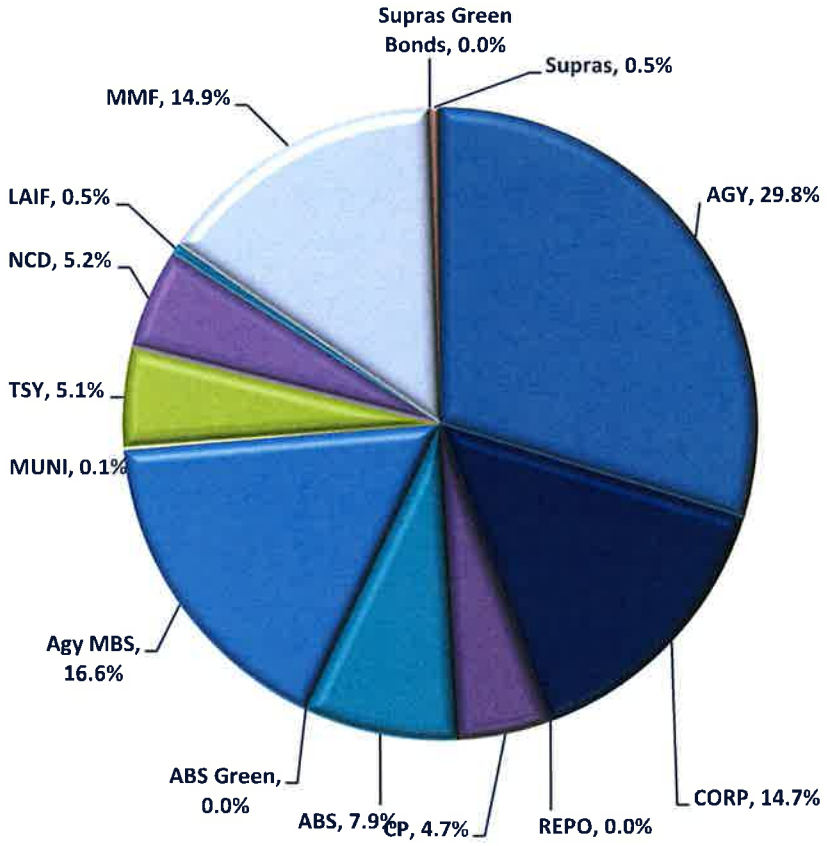
For the Month Ended July 31, 2025

Average Daily Balance	**$ 10,972,707,585.13**
Book Yield	**3.859%**
Weighted Average Maturity	**461 Days**

Investment Type	Par Value (Millions)	Book Value* (Millions)	Mkt Value (Millions)
Federal Agencies	$ 2,703.00	$ 2,679.77	$ 2,681.52
Corporate Bonds	1,326.47	1,310.74	1,319.55
Repurchase Agreements	-	-	-
Commercial Paper	425.00	422.35	424.23
Asset-Backed Securities	707.34	707.26	710.11
Asset-Backed Sec Green Bds	-	-	-
Mortgage Backed Securities	1,515.49	1,505.07	1,495.63
Municipal Securities	12.91	12.91	12.90
U.S. Treasuries	470.00	466.87	462.62
Negotiable CDs	465.00	465.00	464.82
LAIF	48.33	48.33	48.33
Money Market Funds	1,340.36	1,340.36	1,340.36
Supranationals Green Bonds	-	-	-
Supranationals	44.47	44.03	43.77
Total	**$ 9,058.36**	**$ 9,002.68**	**$ 9,003.83**

*Represents Amortized Book Value

Asset Allocation By Market Value



Santa Clara County Commingled Pool

Allocation by Security Types

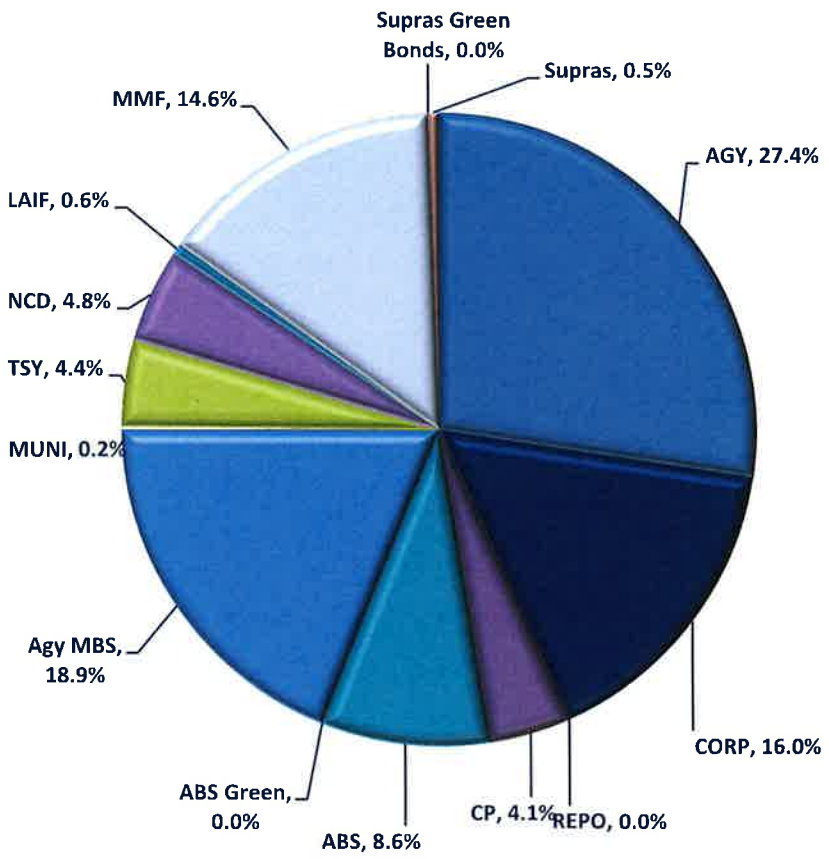
For the Month Ended August 31, 2025

Average Daily Balance	**$ 9,940,191,354.97**
Book Yield	**3.956%**
Weighted Average Maturity	**486 Days**

Investment Type	Par Value (Millions)	Book Value* (Millions)	Mkt Value (Millions)
Federal Agencies	$ 2,343.15	$ 2,325.39	$ 2,328.42
Corporate Bonds	1,358.47	1,342.80	1,357.37
Repurchase Agreements	-	-	-
Commercial Paper	350.00	347.33	348.26
Asset-Backed Securities	726.36	726.28	731.67
Asset-Backed Sec Green Bds	-	-	-
Mortgage Backed Securities	1,619.51	1,609.36	1,607.06
Municipal Securities	12.91	12.91	12.96
U.S. Treasuries	380.00	379.00	374.42
Negotiable CDs	405.00	405.00	405.02
LAIF	48.33	48.33	48.33
Money Market Funds	1,239.91	1,239.91	1,239.91
Supranationals Green Bonds	-	-	-
Supranationals	44.47	43.99	43.95
Total	**$ 8,528.11**	**$ 8,480.28**	**$ 8,497.37**

*Represents Amortized Book Value

Asset Allocation By Market Value



SANTA CLARA COUNTY INVESTMENTS
Fund COMM - COMMINGLED POOL
Investments by Fund
September 30, 2025

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Negotiable CDs											
06051WUS1	45729	BANK OF AMERICA CORP	04/14/2025	75,000,000.00	75,000,000.00	75,037,050.00	4.330	4.330	4.390	01/09/2026	100
22536JSZ9	46118	CREDIT AGRICOLE CIB NY	06/27/2025	65,000,000.00	65,000,000.00	65,054,340.00	4.280	4.221	4.280	01/26/2026	117
13606DHR6	45689	CANADIAN IMP BK COMM NY	04/08/2025	75,000,000.00	75,000,000.00	75,002,325.00	4.330	4.330	4.390	10/10/2025	9
60710TM81	45719	MIZUHO BANK LTD/NY	04/10/2025	65,000,000.00	65,000,000.00	65,005,200.00	4.380	4.380	4.440	10/24/2025	23
90275DUM0	45736	UBS AG STAMFORD CT	04/14/2025	75,000,000.00	75,000,000.00	75,011,475.00	4.370	4.370	4.430	11/07/2025	37
		Subtotal and Average		**355,000,000.00**	**355,000,000.00**	**355,110,390.00**		**4.328**	**4.388**		**56**
Mortgage Backed Securities (MBS)											
3133LJAN1	41524	FHLMC SINGLE FAMILY POOL	11/16/2021	7,418,818.61	7,295,703.61	6,844,478.71	1.500	0.932	0.945	11/01/2031	2,222
3133LPUA3	41675	FHLMC SINGLE FAMILY POOL	12/16/2021	11,660,650.93	11,534,492.42	10,783,341.24	1.500	1.127	1.142	01/01/2032	2,283
3132XFUA4	46143	FHLMC SINGLE FAMILY POOL	07/02/2025	10,218,650.00	10,270,000.00	10,226,175.03	4.200	4.281	4.340	10/01/2029	1,461
3137H74L4	45059	FHLMC NOTES	11/25/2024	20,934,572.65	20,960,773.62	20,873,708.85	4.800	4.696	4.761	04/25/2030	1,667
3132XKXC6	45093	FHLMC NOTES	12/10/2024	19,873,437.50	20,000,000.00	19,915,625.00	4.390	4.469	4.531	10/01/2029	1,461
3132XKXC6-A	45140	FHLMC NOTES	12/18/2024	9,870,312.50	10,000,000.00	9,957,812.50	4.390	4.716	4.782	10/01/2029	1,461
3132XKT72	46567	FHLMC NOTES	09/30/2025	35,018,304.38	34,728,000.00	34,827,642.62	4.260	3.967	4.022	09/01/2029	1,431
3137BP4J5	39654	FHLMC MULTI-FAMILY	07/01/2019	2,032,738.59	2,004,935.78	1,991,717.64	2.446	1.911	1.938	03/25/2026	175
3137BSP64	40526	FHLMC MULTI-FAMILY	07/01/2020	4,004,626.90	3,792,484.78	3,755,019.20	2.340	0.651	0.661	07/25/2026	297
3137BYLE8	40638	FHLMC MULTI-FAMILY	10/08/2020	7,231,875.00	6,650,000.00	6,630,232.88	2.700	0.875	0.888	10/25/2025	24
3137F72W4	40784	FHLMC MULTI-FAMILY	11/30/2020	520,497.86	520,497.86	519,895.64	5.681	0.394	0.400	09/25/2029	1,455
3132XFFH6	40812	FHLMC MULTI-FAMILY	12/09/2020	45,330,468.75	45,000,000.00	44,870,148.00	0.770	0.609	0.618	10/01/2025	0
3137FF3W5	40983	FHLMC MULTI-FAMILY	03/04/2021	1,916,222.24	1,916,260.57	1,857,185.32	0.602	0.585	0.593	09/25/2027	724
3137BYLE8	41131	FHLMC MULTI-FAMILY	05/13/2021	5,406,445.31	5,000,000.00	4,985,137.50	2.700	0.775	0.786	10/25/2025	24
3137FYZG4	41133	FHLMC MULTI-FAMILY	05/13/2021	6,533,776.70	6,533,946.58	6,457,592.84	0.861	0.838	0.850	06/25/2027	632
3137FPJ55	41164	FHLMC MULTI-FAMILY	06/07/2021	10,468,083.83	9,717,977.45	9,595,011.02	2.606	0.821	0.832	07/25/2027	662
3137FBAB2	41192	FHLMC MULTI-FAMILY	06/17/2021	4,273,280.76	3,943,050.30	3,905,008.15	3.038	0.705	0.715	08/25/2027	693
3137H14A1	41222	FHLMC MULTI-FAMILY	06/30/2021	10,701,152.69	10,701,313.21	10,340,005.84	0.854	0.831	0.842	01/25/2028	846
3132XFD47	41319	FHLMC MULTI-FAMILY	08/24/2021	15,703,125.00	15,000,000.00	14,709,156.00	2.100	0.624	0.633	11/01/2026	396
3137FQ3Y7	41791	FHLMC MULTI-FAMILY	01/28/2022	14,659,473.78	14,359,934.52	13,872,574.14	2.190	1.684	1.708	07/25/2029	1,393
3137H6LT0	41892	FHLMC MULTI-FAMILY	03/08/2022	6,999,243.70	6,999,439.68	6,914,947.34	1.946	1.861	1.887	03/25/2027	540
3137H73W1	42046	FHLMC MULTI-FAMILY	04/21/2022	5,104,064.75	5,104,907.06	5,035,296.55	2.750	2.598	2.635	04/25/2027	571
3137F1G44	42093	FHLMC MULTI-FAMILY	04/29/2022	35,324,023.44	35,000,000.00	34,634,250.00	3.243	2.629	2.665	04/25/2027	571

Fund COMM - COMMINGLED POOL
Investments by Fund
September 30, 2025

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3137BXQY1	42099	FHLMC MULTI-FAMILY	05/02/2022	40,300,000.00	40,000,000.00	39,606,708.00	3.224	2.982	3.023	03/25/2027	540
3137F2LJ3	42110	FHLMC MULTI-FAMILY	05/03/2022	34,967,187.50	35,000,000.00	34,548,258.50	3.117	3.069	3.112	06/25/2027	632
3137F1G44	42150	FHLMC MULTI-FAMILY	05/11/2022	19,956,250.00	20,000,000.00	19,791,000.00	3.243	3.220	3.265	04/25/2027	571
3137FMD25	42205	FHLMC MULTI-FAMILY	05/24/2022	19,784,218.55	19,939,999.80	19,821,737.66	2.875	3.023	3.065	04/25/2026	206
3137FBAJ5	42757	FHLMC MULTI-FAMILY	12/08/2022	10,245,250.00	10,700,000.00	10,564,549.77	3.281	4.394	4.455	08/25/2027	693
3137BYLD0	42764	FHLMC MULTI-FAMILY	12/09/2022	19,238,281.25	20,000,000.00	19,722,894.00	3.288	4.198	4.257	02/25/2027	512
3132CW3F9	42931	FHLMC MULTI-FAMILY	02/16/2023	11,791,633.80	12,417,351.92	12,167,323.70	2.000	4.704	4.769	12/01/2027	791
3132XGQ74	42949	FHLMC MULTI-FAMILY	02/24/2023	42,304,197.41	43,711,150.05	43,555,502.95	3.700	4.444	4.506	11/01/2027	761
3137FEZT0	43054	FHLMC MULTI-FAMILY	04/11/2023	17,079,324.56	17,261,378.16	17,210,636.61	3.725	4.045	4.101	12/25/2027	815
3132XFLM8	43080	FHLMC MULTI-FAMILY	04/17/2023	31,149,045.31	31,160,000.00	31,296,256.45	4.300	4.288	4.347	02/01/2028	853
3132XGW51	43597	FHLMC MULTI-FAMILY	10/30/2023	13,905,408.52	14,838,000.00	14,817,824.03	4.210	5.718	5.798	07/01/2028	1,004
3137HB3G7	43636	FHLMC MULTI-FAMILY	12/07/2023	20,939,667.00	21,000,000.00	21,481,164.60	4.860	4.792	4.858	10/25/2028	1,120
3132XFND6	43889	FHLMC MULTI-FAMILY	02/16/2024	40,995,874.77	41,126,000.00	41,558,530.78	5.000	4.879	4.946	08/01/2028	1,035
3137HJ5Z6	45607	FHLMC MULTI-FAMILY	03/31/2025	14,975,986.01	14,978,326.37	14,950,243.51	4.830	4.607	4.671	09/25/2029	1,455
3137HBPH1	45706	FHLMC MULTI-FAMILY	04/14/2025	5,010,053.78	5,010,053.78	5,023,839.94	4.940	4.845	4.913	01/25/2031	1,942
3137HLY48	46077	FHLMC MULTI-FAMILY	06/26/2025	19,999,960.00	20,000,000.00	20,256,336.00	4.404	4.313	4.373	04/25/2030	1,667
3137BS5N9	46078	FHLMC MULTI-FAMILY	06/24/2025	34,473,632.81	35,000,000.00	34,683,022.50	2.720	4.337	4.397	07/25/2026	297
3137BS5N9	46079	FHLMC MULTI-FAMILY	06/25/2025	24,623,046.88	25,000,000.00	24,773,587.50	2.720	4.347	4.408	07/25/2026	297
3137HMC73	46171	FHLMC MULTI-FAMILY	07/17/2025	24,993,481.00	24,993,481.00	24,993,423.51	4.849	4.847	4.914	05/25/2030	1,697
3137HMCL2	46304	FHLMC MULTI-FAMILY	08/07/2025	29,999,472.30	29,999,472.30	29,999,403.30	4.880	4.862	4.929	06/25/2030	1,728
3137H6MJ1	46352	FHLMC MULTI-FAMILY	08/15/2025	13,519,233.59	13,519,233.59	13,473,423.67	4.711	4.609	4.673	02/25/2029	1,243
3137H5Y35	46526	FHLMC MULTI-FAMILY	09/23/2025	25,896,308.31	25,928,719.21	25,778,858.99	4.631	4.600	4.664	01/25/2029	1,212
3137H6MJ1-A	46541	FHLMC MULTI-FAMILY	09/24/2025	16,877,918.09	16,899,041.90	16,841,779.50	4.873	4.696	4.761	02/25/2029	1,243
3138LDYK3	42111	FNMA NOTES	05/03/2022	34,469,545.02	35,150,587.65	34,720,578.21	2.550	3.035	3.077	07/01/2026	273
3138LECC3	42910	FNMA NOTES	02/08/2023	37,820,312.50	40,000,000.00	39,477,470.00	2.420	4.069	4.126	07/01/2026	273
3136B06Q4	44491	FNMA NOTES	07/23/2024	4,859,005.24	4,858,815.44	4,853,962.46	5.770	5.576	5.654	04/25/2030	1,667
3140NYSV4	46144	FNMA NOTES	07/02/2025	35,267,968.75	35,000,000.00	35,380,697.80	4.470	4.253	4.312	06/01/2030	1,704
3138LEC33	40905	FNMA MULTI-FAMILY	01/22/2021	10,017,891.35	9,237,735.70	9,116,448.39	2.380	0.600	0.609	07/01/2026	273
3136AUG21	41228	FNMA MULTI-FAMILY	07/07/2021	17,447,349.22	16,363,281.80	16,081,798.99	2.417	0.927	0.940	10/25/2026	389
3138LDLP6	41854	FNMA MULTI-FAMILY	02/23/2022	10,387,179.54	10,096,893.84	10,001,259.09	2.750	1.876	1.902	04/01/2026	182
3138LCT54	42039	FNMA MULTI-FAMILY	04/20/2022	35,196,875.00	35,000,000.00	34,824,865.95	3.100	2.909	2.949	01/01/2026	92
3138LFUJ5	42112	FNMA MULTI-FAMILY	05/03/2022	19,493,750.00	20,000,000.00	19,669,677.80	2.470	3.050	3.093	10/01/2026	365

Fund COMM - COMMINGLED POOL
Investments by Fund
September 30, 2025

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3136AK2F9	42120	FNMA MULTI-FAMILY	05/04/2022	33,994,044.64	33,919,844.99	33,648,326.81	3.286	3.195	3.240	08/25/2026	328
3138LD5W9	42133	FNMA MULTI-FAMILY	05/06/2022	14,643,750.00	15,000,000.00	14,819,994.60	2.625	3.170	3.214	06/01/2026	243
3138LD5W9	42137	FNMA MULTI-FAMILY	05/09/2022	14,622,656.25	15,000,000.00	14,819,994.60	2.625	3.208	3.253	06/01/2026	243
3138LEC82	42151	FNMA MULTI-FAMILY	05/11/2022	19,509,375.00	20,000,000.00	19,773,754.40	2.570	3.165	3.209	07/01/2026	273
3140HV6S8	42188	FNMA MULTI-FAMILY	05/19/2022	28,959,375.00	30,000,000.00	29,454,306.60	2.190	2.988	3.030	11/01/2026	396
3138LD5W9	42234	FNMA MULTI-FAMILY	06/01/2022	7,880,625.00	8,000,000.00	7,903,997.12	2.625	3.296	3.342	06/01/2026	243
3138L5FA3	42758	FNMA MULTI-FAMILY	12/08/2022	8,394,598.06	8,556,707.56	8,529,164.97	3.765	4.394	4.455	12/01/2025	61
3138LCT54-A	42878	FNMA MULTI-FAMILY	01/25/2023	9,723,437.50	10,000,000.00	9,949,961.70	3.100	4.684	4.749	01/01/2026	92
3140LJKS4	43098	FNMA MULTI-FAMILY	04/20/2023	23,264,450.63	23,279,000.00	23,366,444.77	4.540	4.533	4.596	01/01/2028	822
3140LJJN7	43145	FNMA MULTI-FAMILY	05/02/2023	30,631,160.63	30,732,000.00	30,677,574.86	4.385	4.375	4.436	01/01/2028	822
3140LHFC9	43162	FNMA MULTI-FAMILY	05/09/2023	24,437,500.00	25,000,000.00	24,759,804.00	3.530	4.065	4.122	09/01/2027	700
3140LJS23	43200	FNMA MULTI-FAMILY	05/24/2023	24,855,468.75	25,000,000.00	25,151,929.00	4.170	4.163	4.221	02/01/2028	853
3140LJX68	43268	FNMA MULTI-FAMILY	06/26/2023	23,036,842.50	23,492,000.00	23,546,818.11	4.225	4.641	4.706	06/01/2028	974
3140LLCB5	43563	FNMA MULTI-FAMILY	11/01/2023	21,559,042.97	22,527,000.00	22,620,305.93	4.620	5.636	5.714	07/01/2028	1,004
3142FFGN1	44063	FNMA MULTI-FAMILY	04/15/2024	39,065,625.00	40,000,000.00	40,033,628.80	4.600	5.134	5.206	01/01/2029	1,188
3138LMNE9	44670	FNMA MULTI-FAMILY	08/07/2024	16,522,889.24	16,552,632.25	16,443,994.18	4.755	4.726	4.792	03/01/2028	882
313637Q52	44805	FNMA MULTI-FAMILY	10/08/2024	20,703,337.53	20,975,361.75	20,758,839.59	3.750	4.265	4.324	08/01/2028	1,035
3140NY4X6	46228	FNMA MULTI-FAMILY	07/21/2025	30,675,203.13	30,856,000.00	31,031,866.24	4.480	4.592	4.656	07/01/2030	1,734
3140NYWE7	46259	FNMA MULTI-FAMILY	07/31/2025	16,406,028.28	16,482,000.00	16,556,265.75	4.245	4.323	4.383	07/01/2030	1,734
3140HRL35	46328	FNMA MULTI-FAMILY	08/11/2025	39,721,875.00	40,000,000.00	39,752,830.80	3.760	3.939	3.994	11/01/2028	1,127
3140NW7H2	46402	FNMA MULTI-FAMILY	08/26/2025	32,166,845.63	31,711,000.00	32,195,370.62	5.005	4.607	4.671	12/01/2029	1,522
3140Q0LF7	46533	FNMA MULTI-FAMILY	09/25/2025	28,376,976.37	28,145,000.00	28,424,614.95	4.580	3.963	4.018	09/01/2030	1,796
3140QMQJ6	41525	FNMA SINGLE FAMILY POOL	11/16/2021	7,015,081.06	6,932,754.60	6,498,930.69	1.500	1.092	1.107	11/01/2031	2,222
3140XDHF6	41526	FNMA SINGLE FAMILY POOL	11/16/2021	12,836,487.76	12,611,839.37	11,831,693.69	1.500	0.899	0.911	09/01/2031	2,161
31418EAD2	41676	FNMA SINGLE FAMILY POOL	12/16/2021	10,116,763.73	9,985,701.40	9,351,683.65	1.500	1.055	1.070	12/01/2031	2,252
3136B2HA3	46238	FANNIE MAE	07/18/2025	14,361,437.43	14,689,072.60	14,486,865.76	3.354	4.515	4.577	07/25/2028	1,028
30322KAE3	43105	FREDDIE MAC MULTI-FAMILY	04/21/2023	18,715,527.24	20,689,964.05	20,205,028.53	0.880	4.491	4.553	07/25/2026	297
3132XGVS2	43629	FREDDIE MAC MULTI-FAMILY	11/16/2023	26,783,753.44	27,276,000.00	27,609,598.03	5.100	5.664	5.743	06/01/2028	974
3132XKSM0	45492	FREDDIE MAC MULTI-FAMILY	03/07/2025	24,262,672.85	24,275,000.00	24,361,795.75	4.500	4.324	4.384	07/01/2029	1,369
3137FMU67	45681	FREDDIE MAC MULTI-FAMILY	04/10/2025	11,407,727.29	11,577,316.89	11,488,091.67	2.862	4.648	4.712	05/25/2026	236
3132XDCK7	46121	FREDDIE MAC MULTI-FAMILY	06/27/2025	24,723,300.35	24,815,388.71	24,790,784.25	4.150	4.210	4.268	05/01/2030	1,673
		Subtotal and Average		**1,688,563,012.19**	**1,699,304,824.12**	**1,689,389,286.59**		**3.723**	**3.775**		**902**

Fund COMM - COMMINGLED POOL
Investments by Fund
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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3133EM4X7	41408	FFCB NOTES	09/29/2021	12,771,010.51	12,796,000.00	12,456,578.29	0.800	0.999	1.013	09/10/2026	344
3133ENNB2	41818	FFCB NOTES	02/08/2022	3,990,920.68	4,000,000.00	3,894,213.40	1.625	1.778	1.803	02/03/2027	490
3133ENNY2	41842	FFCB NOTES	02/17/2022	29,993,625.00	30,000,000.00	29,757,417.30	1.750	1.783	1.808	02/17/2026	139
3133ENUD0	42079	FFCB NOTES	04/28/2022	19,984,249.86	20,000,000.00	19,871,561.80	2.640	2.762	2.800	04/08/2026	189
3133ENB33	42402	FFCB NOTES	07/19/2022	19,984,736.00	20,000,000.00	19,780,938.40	3.050	3.053	3.096	07/19/2027	656
3133ENV72	42641	FFCB NOTES	10/27/2022	24,983,873.48	25,000,000.00	25,183,002.75	4.500	4.525	4.588	07/27/2026	299
3133EN3S7	42752	FFCB NOTES	12/07/2022	22,537,315.58	22,605,000.00	22,669,612.32	3.750	3.848	3.902	12/07/2027	797
3133EPFT7	43069	FFCB NOTES	04/13/2023	19,981,724.44	20,000,000.00	19,988,337.60	3.750	3.879	3.933	04/13/2026	194
3133EPGW9	43119	FFCB NOTES	04/25/2023	39,978,440.00	40,000,000.00	40,174,302.00	3.875	3.844	3.898	04/25/2028	937
3133EPLC7	43211	FFCB NOTES	05/30/2023	24,975,257.35	25,000,000.00	25,006,809.25	4.125	4.330	4.390	02/26/2026	148
3130AN4T4	41376	FHLB NOTES	09/17/2021	10,004,843.34	10,000,000.00	9,802,378.30	0.875	0.793	0.804	06/12/2026	254
3135G06G3	41005	FNMA NOTES	03/19/2021	9,996,833.81	10,000,000.00	9,962,827.40	0.500	0.812	0.823	11/07/2025	37
		Subtotal and Average		**239,182,830.05**	**239,401,000.00**	**238,547,978.81**		**3.114**	**3.157**		**421**
Federal Agency Bonds - CALLABLE											
31424WQB1	44802	FARMER MAC	10/15/2024	25,000,000.00	25,000,000.00	25,091,162.25	4.450	4.389	4.450	10/15/2029	1,475
3133ENJC5	41695	FFCB NOTES	12/22/2021	12,000,000.00	12,000,000.00	11,654,037.60	1.290	1.272	1.290	12/22/2026	447
3133ENJC5	41696	FFCB NOTES	12/22/2021	12,000,000.00	12,000,000.00	11,654,037.60	1.290	1.272	1.290	12/22/2026	447
3133ENQD5	41869	FFCB NOTES	03/01/2022	7,000,000.00	7,000,000.00	6,851,678.96	2.170	2.140	2.170	03/01/2027	516
3133ENQD5	41870	FFCB NOTES	03/01/2022	10,000,000.00	10,000,000.00	9,788,112.80	2.170	2.140	2.170	03/01/2027	516
3133ENQD5	41871	FFCB NOTES	03/01/2022	10,000,000.00	10,000,000.00	9,788,112.80	2.170	2.140	2.170	03/01/2027	516
3133ENF96	42484	FFCB NOTES	08/17/2022	20,000,000.00	20,000,000.00	19,985,979.00	3.960	3.905	3.960	08/17/2026	320
3133ERQ79	45229	FFCB NOTES	01/06/2025	40,000,000.00	40,000,000.00	39,987,236.00	4.480	4.417	4.479	12/30/2026	455
3133ER5H0	45457	FFCB NOTES	03/05/2025	22,000,000.00	22,000,000.00	22,031,608.28	4.700	4.635	4.700	03/05/2029	1,251
3130ALDL5	40968	FHLB NOTES	02/25/2021	35,000,000.00	35,000,000.00	34,536,411.35	0.625	0.616	0.625	02/25/2026	147
3130ALMM3	41031	FHLB NOTES	03/30/2021	9,200,000.00	9,200,000.00	9,067,007.28	1.000	0.986	1.000	03/30/2026	180
3130ALCV4	41057	FHLB NOTES	04/13/2021	14,988,656.37	15,000,000.00	14,809,831.50	0.750	0.932	0.945	02/24/2026	146
3130AM4N9	41113	FHLB NOTES	04/29/2021	15,000,000.00	15,000,000.00	14,756,559.00	1.000	0.986	1.000	04/29/2026	210
3130ALEY6	41278	FHLB NOTES	08/04/2021	24,729,082.74	24,730,000.00	24,404,831.91	0.800	0.797	0.808	03/04/2026	154
3130ANWF3	41332	FHLB NOTES	08/30/2021	45,000,000.00	45,000,000.00	43,926,354.90	0.970	0.956	0.970	08/25/2026	328
3130ANVR8	41365	FHLB NOTES	09/14/2021	24,000,000.00	24,000,000.00	23,449,985.52	1.000	0.986	1.000	08/14/2026	317
3130AKZ25	41640	FHLB NOTES	12/08/2021	18,256,404.29	18,300,000.00	18,055,589.96	0.650	1.241	1.259	02/26/2026	148

Fund COMM - COMMINGLED POOL
Investments by Fund
September 30, 2025

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds - CALLABLE											
3130ANMH0	41652	FHLB NOTES	12/13/2021	24,943,272.08	25,000,000.00	24,464,876.50	1.100	1.346	1.365	08/20/2026	323
3130ARFG1	41954	FHLB NOTES	03/30/2022	20,000,000.00	20,000,000.00	19,626,928.40	2.400	2.367	2.400	03/25/2027	540
3130AKYH3	41960	FHLB NOTES	03/31/2022	19,200,647.87	19,655,000.00	18,906,242.97	0.830	2.618	2.655	02/10/2027	497
3130ARJT9	41995	FHLB NOTES	04/12/2022	25,000,000.00	25,000,000.00	24,706,601.50	2.910	2.870	2.910	04/12/2027	558
3130ARN23	42077	FHLB NOTES	04/28/2022	25,000,000.00	25,000,000.00	24,783,481.25	3.200	3.156	3.200	04/28/2027	574
3130ARPR6	42089	FHLB NOTES	04/29/2022	35,000,000.00	35,000,000.00	34,676,826.45	3.100	3.057	3.100	04/29/2027	575
3130ARQ87	42090	FHLB NOTES	04/29/2022	15,000,000.00	15,000,000.00	14,933,814.90	3.000	2.958	3.000	04/29/2026	210
3130ARQ87	42091	FHLB NOTES	04/29/2022	25,000,000.00	25,000,000.00	24,889,691.50	3.000	2.958	3.000	04/29/2026	210
3130ARQ87	42092	FHLB NOTES	04/29/2022	25,000,000.00	25,000,000.00	24,889,691.50	3.000	2.958	3.000	04/29/2026	210
3130ARUR0	42143	FHLB NOTES	05/10/2022	25,000,000.00	25,000,000.00	24,803,012.50	3.200	3.156	3.200	05/10/2027	586
3130ARUR0	42144	FHLB NOTES	05/10/2022	4,198,649.00	4,200,000.00	4,166,906.10	3.200	3.177	3.221	05/10/2027	586
3130ARUZ2	42166	FHLB NOTES	05/13/2022	10,000,000.00	10,000,000.00	9,954,738.30	3.100	3.057	3.100	05/13/2026	224
3130ANMH0	42245	FHLB NOTES	06/03/2022	10,043,371.17	10,215,000.00	9,996,348.54	1.100	3.095	3.138	08/20/2026	323
3130AS6Q7	42256	FHLB NOTES	06/07/2022	30,000,000.00	30,000,000.00	29,784,657.90	3.250	3.205	3.250	06/07/2027	614
3130ANEC0	42774	FHLB NOTES	12/13/2022	34,114,807.66	35,000,000.00	34,264,622.00	1.125	3.933	3.988	07/29/2026	301
3130AYFT8	43756	FHLB NOTES	01/12/2024	25,000,000.00	25,000,000.00	24,996,762.50	4.500	4.438	4.500	01/12/2028	833
3130AYFT8	43770	FHLB NOTES	01/12/2024	20,000,000.00	20,000,000.00	19,997,410.00	4.500	4.438	4.500	01/12/2028	833
3130AYFT8	43776	FHLB NOTES	01/12/2024	10,000,000.00	10,000,000.00	9,998,705.00	4.500	4.438	4.500	01/12/2028	833
3130B0RD3	44022	FHLB NOTES	04/04/2024	35,000,000.00	35,000,000.00	35,142,132.20	5.000	4.931	5.000	04/02/2029	1,279
3130B0RD3	44027	FHLB NOTES	04/04/2024	10,000,000.00	10,000,000.00	10,040,609.20	5.000	4.931	5.000	04/02/2029	1,279
3130B3VS9	45001	FHLB NOTES	12/05/2024	20,000,000.00	20,000,000.00	20,016,426.20	4.870	4.803	4.870	12/05/2029	1,526
3130B3VE0	45090	FHLB NOTES	12/06/2024	23,300,000.00	23,300,000.00	23,307,851.87	4.900	4.832	4.899	12/03/2029	1,524
3130B6N69	46067	FHLB CALLABLE	06/18/2025	29,997,288.52	30,000,000.00	30,034,615.80	4.600	4.540	4.603	06/09/2028	982
3134GW5R3	42038	FHLMC NOTES	04/20/2022	36,941,786.47	37,000,000.00	36,905,344.75	0.650	2.919	2.959	10/27/2025	26
3134GW5R3	42071	FHLMC NOTES	04/27/2022	15,975,026.79	16,000,000.00	15,959,068.00	0.650	2.899	2.940	10/27/2025	26
3134GW6C5	42098	FHLMC NOTES	05/02/2022	19,545,658.17	20,000,000.00	19,391,335.00	0.800	3.036	3.078	10/28/2026	392
3134GXHX5	42109	FHLMC NOTES	05/03/2022	14,602,398.50	15,000,000.00	14,499,163.35	0.850	3.145	3.189	12/23/2026	448
3134HAQR7	44876	FHLMC NOTES	10/25/2024	76,888,991.25	77,152,000.00	77,163,090.60	4.650	4.680	4.745	10/09/2029	1,469
3134HA2T9	45281	FHLMC NOTES	01/16/2025	14,998,063.98	15,000,000.00	15,003,468.60	4.550	4.498	4.560	01/15/2027	471
3134HBYE5	46163	FHLMC NOTES	07/14/2025	25,000,000.00	25,000,000.00	25,019,287.75	4.500	4.438	4.500	07/07/2028	1,010
3136G45C3	40749	FNMA NOTES	11/17/2020	9,999,729.78	10,000,000.00	9,973,722.20	0.540	0.570	0.577	10/27/2025	26
3135GA2Z3	40780	FNMA NOTES	11/27/2020	24,999,518.16	25,000,000.00	24,886,750.25	0.560	0.567	0.575	11/17/2025	47

Fund COMM - COMMINGLED POOL
Investments by Fund
September 30, 2025

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds - CALLABLE											
3135G06L2	41964	FNMA NOTES	04/01/2022	19,601,678.49	20,000,000.00	19,341,180.00	0.875	2.594	2.630	12/18/2026	443
3135GAZ61	44987	FNMA NOTES	11/18/2024	20,000,000.00	20,000,000.00	20,000,321.60	4.550	4.487	4.550	11/18/2027	778
3136GAFC8	45654	FNMA CALLABLE	04/10/2025	25,000,000.00	25,000,000.00	24,992,848.75	4.450	4.389	4.450	04/10/2028	922
3136GAGT0	45841	FNMA CALLABLE	05/09/2025	35,000,000.00	35,000,000.00	34,989,579.45	4.600	4.536	4.600	05/05/2028	947
		Subtotal and Average		**1,183,525,031.29**	**1,186,752,000.00**	**1,176,346,650.09**		**3.149**	**3.192**		**623**
US Treasury Notes											
91282CBH3	41010	U.S. TREASURY NOTES	03/23/2021	29,953,041.81	30,000,000.00	29,642,343.90	0.375	0.842	0.854	01/31/2026	122
91282CBH3	41484	U.S. TREASURY NOTES	10/29/2021	24,943,149.62	25,000,000.00	24,701,953.25	0.375	1.058	1.073	01/31/2026	122
9128287B0	41496	U.S. TREASURY NOTES	11/03/2021	25,141,875.00	25,000,000.00	24,650,146.50	1.875	1.076	1.091	06/30/2026	272
9128286X3	41550	U.S. TREASURY NOTES	11/23/2021	25,139,361.98	25,000,000.00	24,720,117.25	2.125	1.239	1.257	05/31/2026	242
912828P46	41602	U.S. TREASURY NOTES	11/26/2021	40,055,112.07	40,000,000.00	39,657,617.20	1.625	1.229	1.246	02/15/2026	137
9128286A3	41619	U.S. TREASURY NOTES	12/01/2021	30,151,892.56	30,000,000.00	29,866,113.30	2.625	1.055	1.070	01/31/2026	122
912828P46	41623	U.S. TREASURY NOTES	12/02/2021	25,047,993.34	25,000,000.00	24,786,010.75	1.625	1.084	1.099	02/15/2026	137
912828YD6	41656	U.S. TREASURY NOTES	12/13/2021	40,060,612.66	40,000,000.00	39,155,312.40	1.375	1.187	1.203	08/31/2026	334
91282CAT8	41659	U.S. TREASURY NOTES	12/13/2021	39,971,372.53	40,000,000.00	39,873,679.60	0.250	1.127	1.143	10/31/2025	30
912828YG9	41816	U.S. TREASURY NOTES	02/07/2022	19,977,028.67	20,000,000.00	19,594,609.40	1.625	1.721	1.745	09/30/2026	364
912828Y95	42053	U.S. TREASURY NOTES	04/22/2022	44,628,771.62	45,000,000.00	44,307,597.60	1.875	2.899	2.939	07/31/2026	303
9128287B0	42104	U.S. TREASURY NOTES	05/02/2022	34,745,559.21	35,000,000.00	34,510,205.10	1.875	2.878	2.918	06/30/2026	272
		Subtotal and Average		**379,815,771.07**	**380,000,000.00**	**375,465,706.25**		**1.513**	**1.534**		**202**
Corporate Bonds											
037833EB2	40926	APPLE INC	02/08/2021	19,998,433.67	20,000,000.00	19,770,191.80	0.700	0.712	0.722	02/08/2026	130
037833CJ7	41990	APPLE INC	04/11/2022	11,734,288.18	11,694,000.00	11,629,988.45	3.350	3.031	3.073	02/09/2027	496
037833CJ7	41991	APPLE INC	04/12/2022	11,884,756.73	11,850,000.00	11,785,134.52	3.350	3.060	3.103	02/09/2027	496
037833ET3	43166	APPLE INC	05/10/2023	39,959,727.33	40,000,000.00	40,258,042.40	4.000	3.987	4.043	05/10/2028	952
00724PAE9	44016	Adobe Inc	04/04/2024	9,997,486.11	10,000,000.00	10,148,477.40	4.850	4.801	4.868	04/04/2027	550
023135CF1	42005	AMAZON	04/13/2022	39,974,730.67	40,000,000.00	39,713,268.40	3.300	3.299	3.345	04/13/2027	559
023135CP9	42735	AMAZON	12/01/2022	49,987,433.33	50,000,000.00	50,763,378.50	4.550	4.500	4.563	12/01/2027	791
06406RBQ9	43125	BANK OF NEW YORK	04/26/2023	15,000,000.00	15,000,000.00	15,073,092.30	4.947	4.879	4.947	04/26/2027	572
06406RCH8	46002	BANK OF NEW YORK	06/10/2025	10,000,000.00	10,000,000.00	10,069,808.30	4.441	4.380	4.441	06/09/2028	982
084664CZ2	41908	BERKSHIRE HATHWY	03/15/2022	39,997,787.56	40,000,000.00	39,180,406.80	2.300	2.272	2.304	03/15/2027	530

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Corporate Bonds											
141781CA0	43110	CARGILL INC	04/24/2023	9,995,409.04	10,000,000.00	10,038,775.70	4.500	4.507	4.570	06/24/2026	266
141781CA0	43118	CARGILL INC	04/25/2023	27,854,308.56	27,850,000.00	27,957,990.32	4.500	4.417	4.478	06/24/2026	266
141781CE2	45382	CARGILL INC	02/11/2025	19,989,611.11	20,000,000.00	20,286,623.20	4.625	4.585	4.648	02/11/2028	863
14913R2K2	43128	CATERPILLAR	04/26/2023	29,598,525.44	30,000,000.00	29,590,481.10	0.900	4.265	4.325	03/02/2026	152
14913UAA8	43176	CATERPILLAR	05/15/2023	44,995,613.33	45,000,000.00	45,132,032.25	4.350	4.307	4.366	05/15/2026	226
14913UAF7	43915	CATERPILLAR	02/27/2024	39,998,134.44	40,000,000.00	40,157,236.00	5.050	4.992	5.062	02/27/2026	149
231021AY2	45849	Cummins Inc.	05/09/2025	6,995,744.26	7,000,000.00	7,053,224.08	4.250	4.216	4.275	05/09/2028	951
126149AD5	43109	BESTFOODS	04/24/2023	16,143,770.37	15,683,000.00	16,278,864.76	7.250	4.511	4.574	12/15/2026	440
126149AD5	43126	BESTFOODS	04/26/2023	4,634,322.83	4,500,000.00	4,670,974.39	7.250	4.471	4.533	12/15/2026	440
24422EWR6	43134	JOHN DEERE CAPITAL CORP	04/27/2023	19,210,571.98	18,964,000.00	19,334,137.08	4.750	4.064	4.121	01/20/2028	841
24422EYD5	46000	JOHN DEERE CAPITAL CORP	06/05/2025	29,976,167.78	30,000,000.00	30,253,197.90	4.250	4.223	4.281	06/05/2028	978
23338VAN6	45645	Detroit Electric	04/03/2025	16,991,332.10	18,000,000.00	17,123,335.20	1.900	4.254	4.313	04/01/2028	913
95709TAN0	43074	EVERGY KANSAS CENTRAL	04/14/2023	19,757,770.10	20,000,000.00	19,770,083.80	2.550	4.236	4.295	07/01/2026	273
95709TAN0	43082	EVERGY KANSAS CENTRAL	04/17/2023	9,883,296.36	10,000,000.00	9,885,041.90	2.550	4.171	4.229	07/01/2026	273
37331NAR2	45973	GEORGIA PACIFIC LLC	06/02/2025	2,994,483.74	3,000,000.00	3,026,225.55	4.400	4.409	4.471	06/30/2028	1,003
458140CE8	43121	INTEL CORP	04/25/2023	13,770,916.33	13,672,000.00	13,881,139.76	4.875	4.466	4.528	02/10/2028	862
458140CE8	43129	INTEL CORP	04/26/2023	10,076,528.19	10,000,000.00	10,152,969.40	4.875	4.447	4.509	02/10/2028	862
46647PBT2	45103	JPMorganChase	12/09/2024	49,045,862.86	50,000,000.00	49,776,005.00	1.045	4.563	4.627	11/19/2026	414
571676AT2	43099	MARS INC	04/20/2023	19,992,750.11	20,000,000.00	20,257,178.20	4.550	4.503	4.566	04/20/2028	932
57629WCQ1	42334	MASSMUTUAL GLOBAL FUNDING	06/28/2022	7,355,475.23	7,500,000.00	7,350,959.40	2.350	3.948	4.003	01/14/2027	470
58933YBH7	43183	MERCK & CO	05/17/2023	9,995,743.00	10,000,000.00	10,056,792.60	4.050	4.012	4.068	05/17/2028	959
59217GBY4	41873	MET LIFE GLOBAL FUNDING	03/01/2022	8,583,452.58	8,500,000.00	8,445,569.49	3.450	2.548	2.584	12/18/2026	443
59217GFB0	42345	MET LIFE GLOBAL FUNDING	06/30/2022	14,996,016.33	15,000,000.00	15,095,734.65	4.400	4.356	4.417	06/30/2027	637
59217GFR5	43745	MET LIFE GLOBAL FUNDING	01/08/2024	19,998,823.00	20,000,000.00	20,418,728.40	4.850	4.785	4.852	01/08/2029	1,195
592179KR5	46387	MET LIFE GLOBAL FUNDING	08/25/2025	19,998,453.33	20,000,000.00	20,053,355.20	4.150	4.095	4.152	08/25/2028	1,059
592179KD6	42839	METLIFE SHORT TERM FUND	01/06/2023	15,000,000.00	15,000,000.00	15,025,803.45	5.000	4.931	5.000	01/06/2026	97
594918BY9	42081	MICROSOFT CORP	04/28/2022	5,180,240.61	5,168,000.00	5,137,980.64	3.300	3.057	3.099	02/06/2027	493
594918BR4	42668	MICROSOFT CORP	11/04/2022	24,580,822.56	25,000,000.00	24,702,396.00	2.400	4.498	4.560	08/08/2026	311
641062AR5	42791	NESTLE HOLDINGS INC	12/16/2022	24,758,380.52	25,000,000.00	24,747,410.75	0.625	4.170	4.228	01/15/2026	106
637432NP6	43112	NATIONAL RURAL UTIL COOP	04/24/2023	13,415,139.37	13,725,000.00	13,527,863.71	3.400	4.415	4.476	02/07/2028	859
63743HFK3	43558	NATIONAL RURAL UTIL COOP	11/02/2023	19,997,420.05	20,000,000.00	20,327,446.80	5.600	5.610	5.688	11/13/2026	408
63743HFR8	44179	NATIONAL RURAL UTIL COOP	05/10/2024	29,990,060.41	30,000,000.00	30,493,157.70	5.100	5.052	5.122	05/06/2027	582

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Corporate Bonds											
63743HFZ0	46386	NATIONAL RURAL UTIL COOP	08/25/2025	9,989,173.33	10,000,000.00	10,028,487.80	4.150	4.132	4.190	08/25/2028	1,059
637639AH8	42736	NATIONAL SECS CLEARING CORP	12/01/2022	14,992,380.33	14,950,000.00	15,280,005.40	5.100	4.879	4.947	11/21/2027	781
637639AN5	45896	NATIONAL SECS CLEARING CORP	05/20/2025	24,979,369.31	25,000,000.00	25,179,670.75	4.350	4.336	4.396	05/20/2030	1,692
66815L2F5	42707	NORTHWESTERN MUTUAL LIFE INSUR	11/21/2022	30,647,657.48	31,807,000.00	30,934,729.28	1.750	4.870	4.938	01/11/2027	467
64952WED1	41174	NEW YORK LIFE GLOBAL	06/09/2021	19,997,327.11	20,000,000.00	19,601,321.20	1.150	1.154	1.170	06/09/2026	251
64952WED1	41825	NEW YORK LIFE GLOBAL	02/09/2022	9,389,834.42	9,445,000.00	9,256,723.94	1.150	2.012	2.040	06/09/2026	251
64953BBW7	45777	NEW YORK LIFE GLOBAL	04/25/2025	24,985,027.78	25,000,000.00	25,257,489.75	4.400	4.364	4.425	04/25/2028	937
64952WFL2	46548	NEW YORK LIFE GLOBAL	09/23/2025	22,222,373.80	22,000,000.00	22,201,760.90	4.400	3.859	3.913	12/13/2027	803
69371RT97	46305	PACCAR Financial Corporation	08/08/2025	6,996,072.68	7,000,000.00	7,019,672.87	4.000	3.965	4.021	08/08/2028	1,042
713448GD4	45375	PEPSICO INC	02/07/2025	24,999,662.50	25,000,000.00	25,195,314.00	4.400	4.340	4.401	02/07/2027	494
742718FV6	41801	PROCTER & GAMBLE	02/01/2022	54,979,173.33	55,000,000.00	53,664,712.75	1.900	1.903	1.929	02/01/2027	488
742718ER6	41999	PROCTER & GAMBLE	04/12/2022	10,788,990.37	10,845,000.00	10,683,594.62	2.450	2.919	2.960	11/03/2026	398
742718FY0	42883	PROCTER & GAMBLE	01/26/2023	9,999,286.57	10,000,000.00	9,998,854.80	4.100	4.067	4.123	01/26/2026	117
21688ABK7	45274	RABOBANK	01/21/2025	25,000,000.00	25,000,000.00	25,559,554.50	4.883	4.816	4.883	01/21/2028	842
857477CP6	44840	STATE STREET Corporation	10/22/2024	30,000,000.00	30,000,000.00	30,279,936.30	4.330	4.270	4.330	10/22/2027	751
857449AC6	45002	STATE STREET Corporation	11/25/2024	30,000,000.00	30,000,000.00	30,234,326.40	4.594	4.531	4.594	11/25/2026	420
857477DA8	45776	STATE STREET Corporation	04/24/2025	10,000,000.00	10,000,000.00	10,084,219.20	4.543	4.480	4.543	04/24/2028	936
89236TNP6	46385	TOYOTA FINANCIAL SERVICES	08/25/2025	45,000,000.00	45,000,000.00	45,004,242.15	4.500	4.500	4.562	08/25/2027	693
90327QDA4	45981	USAA CAPITAL CORP	06/02/2025	19,966,368.86	20,000,000.00	20,185,296.20	4.375	4.382	4.443	06/01/2028	974
92826CAD4	42288	VISA	06/15/2022	19,969,895.47	20,000,000.00	19,963,944.60	3.150	3.897	3.952	12/14/2025	74
92826CAD4	42792	VISA	12/16/2022	24,946,722.87	25,000,000.00	24,954,930.75	3.150	4.222	4.280	12/14/2025	74
931142ER0	41379	WALMART	09/17/2021	9,996,367.00	10,000,000.00	9,746,746.00	1.050	1.074	1.088	09/17/2026	351
931142EM1	41875	WALMART	03/01/2022	2,329,318.77	2,315,000.00	2,303,411.16	3.050	2.141	2.171	07/08/2026	280
931142EX7	42578	WALMART	09/27/2022	9,909,322.67	10,000,000.00	10,044,595.30	3.950	4.414	4.476	09/09/2027	708
931142FA6	43091	WALMART	04/18/2023	9,999,207.43	10,000,000.00	10,004,061.60	4.000	3.960	4.015	04/15/2026	196
		Subtotal and Average		**1,356,373,321.58**	**1,360,468,000.00**	**1,361,068,105.47**		**4.040**	**4.096**		**582**
ABS - Green Bonds											
43815JAC7	42950	HONDA AUTO RECEIVABLES OWNER T	02/24/2023	4,987,204.47	4,988,131.26	5,002,724.04	5.040	5.032	5.102	04/21/2027	567
881934AD5	44817	TESLA AUTO LEASE TRUST	10/16/2024	27,497,030.00	27,500,000.00	27,654,844.25	4.780	4.542	4.605	11/20/2026	415
		Subtotal and Average		**32,484,234.47**	**32,488,131.26**	**32,657,568.29**		**4.618**	**4.682**		**438**

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Asset Backed Securities (ABS)											
02008JAC0	42182	ALLY AUTO RECEIVABLES TRUST	05/18/2022	12,847.84	12,850.33	12,845.16	3.310	3.296	3.341	11/16/2026	411
02007NAC2	44748	ALLY AUTO RECEIVABLES TRUST	09/27/2024	7,999,172.80	8,000,000.00	8,020,162.40	4.140	4.123	4.180	07/16/2029	1,384
02582JJZ4	43249	AMERICAN EXPRESS CREDIT ACCT	06/14/2023	18,748,336.88	18,750,000.00	18,852,491.25	4.870	4.856	4.923	05/15/2028	957
02582JKH2	44096	AMERICAN EXPRESS CREDIT ACCT	04/23/2024	44,990,775.00	45,000,000.00	45,936,972.00	5.230	5.222	5.295	04/16/2029	1,293
02582JKP4	45854	AMERICAN EXPRESS CREDIT ACCT	05/13/2025	23,999,565.60	24,000,000.00	24,233,656.80	4.280	4.259	4.319	04/15/2030	1,657
05594BAD8	45850	BANK OF AMERICA AUTO TRUST	05/12/2025	7,499,482.50	7,500,000.00	7,549,245.75	4.350	4.332	4.392	11/20/2029	1,511
096912AD2	46003	BMW VEHICLE LEASE TRUST	06/10/2025	8,999,802.00	9,000,000.00	9,070,260.30	4.430	4.410	4.472	06/26/2028	999
096919AD7	44297	BMW VEHICLE OWNER TRUST	06/11/2024	16,997,417.70	17,000,000.00	17,202,164.00	5.180	5.171	5.243	02/26/2029	1,244
096924AD7	45367	BMW VEHICLE OWNER TRUST	02/12/2025	24,997,537.50	25,000,000.00	25,236,025.00	4.560	4.545	4.608	09/25/2029	1,455
14317HAC5	42084	CARMAX AUTO OWNER TRUST	04/28/2022	1,176,151.20	1,176,330.12	1,175,640.79	3.490	3.473	3.522	02/16/2027	503
14290DAC5	44973	CARMAX AUTO OWNER TRUST	11/05/2024	19,996,258.00	20,000,000.00	20,198,116.00	4.600	4.588	4.652	10/15/2029	1,475
14319WAD8	45282	CARMAX AUTO OWNER TRUST	01/22/2025	17,497,042.50	17,500,000.00	17,769,333.75	4.840	4.939	5.008	01/15/2030	1,567
14320AAD3	45793	CARMAX AUTO OWNER TRUST	05/02/2025	11,498,312.95	11,500,000.00	11,622,991.35	4.480	4.465	4.528	03/15/2030	1,626
18978JAB4	44219	CNH EQUIPMENT TRUST	05/20/2024	2,571,542.43	2,571,749.46	2,578,318.22	5.420	5.413	5.489	10/15/2027	744
14043QAC6	42116	CAPITAL ONE PRIME AUTO RECEIV	05/04/2022	2,453,067.14	2,453,603.25	2,448,434.24	3.170	3.156	3.200	04/15/2027	561
14043KAH8	42944	CAPITAL ONE PRIME AUTO RECEIV	02/23/2023	5,753,253.61	5,754,358.45	5,776,459.79	4.870	4.860	4.928	02/15/2028	867
254683CZ6	43276	DISCOVER CARD EXECUTION NOTE	06/28/2023	29,995,947.00	30,000,000.00	30,193,251.00	4.930	4.918	4.986	06/15/2028	988
24703UAC7	45785	DELL EQUIPMENT FINANCE Trust	05/01/2025	5,999,728.80	6,000,000.00	6,029,176.20	4.680	4.665	4.730	07/22/2027	659
233868AC2	43476	DAIMLET TRUCKS RETAIL TRUST	09/27/2023	13,232,689.82	13,232,892.28	13,306,293.81	5.900	5.892	5.973	03/15/2027	530
362962AD4	45933	GM FIN'CL AUTO LEASING TRUST	05/29/2025	19,249,680.45	19,250,000.00	19,430,538.05	4.580	4.561	4.625	05/22/2028	964
379965AD8	46307	GM FIN'CL AUTO LEASING TRUST	08/13/2025	16,497,492.00	16,500,000.00	16,564,658.55	4.170	4.157	4.215	08/21/2028	1,055
362585AC5	42009	GM FINANCIAL SECURITIZED	04/13/2022	1,004,420.58	1,004,630.55	1,003,388.53	3.100	3.086	3.129	02/16/2027	503
362549AD9	45851	GM FINANCIAL SECURITIZED	05/14/2025	8,498,748.80	8,500,000.00	8,566,341.65	4.280	4.265	4.325	04/16/2030	1,658
39154TCH9	43811	Great America Leasing	01/31/2024	3,971,339.59	3,971,683.93	3,980,065.37	5.320	5.312	5.386	08/17/2026	320
437927AC0	43212	HONDA AUTO RECEIVABLES OWNER T	05/30/2023	12,479,675.65	12,481,697.69	12,538,727.81	4.930	4.920	4.988	11/15/2027	775
437918AC9	43894	HONDA AUTO RECEIVABLES OWNER T	02/21/2024	25,849,244.13	25,850,368.62	26,096,091.88	5.210	5.196	5.268	08/15/2028	1,049
448979AD6	43065	HYUNDAI AUTO RECEIVABLES TRUST	04/12/2023	3,334,422.17	3,334,747.64	3,338,813.70	4.580	4.565	4.629	04/15/2027	561
44918CAD4	43562	HYUNDAI AUTO RECEIVABLES TRUST	11/13/2023	7,654,863.95	7,655,870.70	7,737,405.72	5.540	5.533	5.610	10/16/2028	1,111
41285JAD0	42945	HARLEY-DAVIDSON MOTORCYCLE	02/23/2023	5,600,622.33	5,601,186.37	5,619,861.29	5.050	5.038	5.107	12/15/2027	805
412922AC0	44212	HARLEY-DAVIDSON MOTORCYCLE	05/22/2024	20,998,910.10	21,000,000.00	21,229,985.70	5.540	5.358	5.433	03/15/2029	1,261
41284XAD0	45935	HARLEY-DAVIDSON MOTORCYCLE	05/28/2025	19,995,900.00	20,000,000.00	20,236,880.00	4.900	4.660	4.725	04/15/2030	1,657
47787JAC2	41910	JOHN DEERE OWNER TRUST	03/16/2022	251,531.87	251,587.52	251,382.88	2.320	2.309	2.341	09/16/2026	350

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Asset Backed Securities (ABS)											
477920AC6	43277	JOHN DEERE OWNER TRUST	06/28/2023	10,063,317.98	10,064,996.82	10,138,593.08	5.180	5.171	5.243	03/15/2028	896
47800RAD5	43954	JOHN DEERE OWNER TRUST	03/19/2024	8,199,540.80	8,200,000.00	8,290,013.04	4.960	4.945	5.014	11/15/2028	1,141
47786WAB6	44334	JOHN DEERE OWNER TRUST	06/18/2024	13,494,587.32	13,495,370.05	13,538,970.89	5.420	5.410	5.485	05/17/2027	593
477911AC5	44697	JOHN DEERE OWNER TRUST	09/17/2024	8,959,692.70	8,959,692.70	8,962,476.48	4.770	4.622	4.687	08/16/2027	684
47800DAD6	45493	JOHN DEERE OWNER TRUST	03/11/2025	20,998,679.10	21,000,000.00	21,119,445.90	4.230	4.211	4.270	09/17/2029	1,447
47800UAD8	46179	JOHN DEERE OWNER TRUST	07/17/2025	32,992,330.80	33,000,000.00	33,178,414.50	4.170	4.158	4.216	12/17/2029	1,538
58768RAC4	43201	MERCEDES-BENZ AUTO LEASE TRUST	05/24/2023	4,775,531.02	4,775,697.21	4,778,222.60	4.740	4.723	4.789	01/15/2027	471
58770JAD6	44231	MERCEDES-BENZ AUTO LEASE TRUST	05/23/2024	11,998,596.00	12,000,000.00	12,153,758.40	5.660	5.311	5.385	01/18/2028	839
58769GAC7	44756	MERCEDES-BENZ AUTO LEASE TRUST	09/25/2024	2,532,510.76	2,532,510.76	2,533,379.92	4.780	4.651	4.715	12/15/2026	440
58768YAD7	45910	MERCEDES-BENZ AUTO LEASE TRUST	05/21/2025	11,498,598.15	11,500,000.00	11,662,593.90	4.610	4.596	4.660	04/16/2029	1,293
58770AAC7	42879	MERCEDES -BENZ AUTO REC TRUST	01/25/2023	4,929,623.46	4,930,215.09	4,939,049.54	4.510	4.495	4.558	11/15/2027	775
65479QAC1	41856	NISSAN AUTO RECEIVABLES OWNER	02/23/2022	132,221.58	132,247.51	132,115.75	1.860	1.850	1.876	08/17/2026	320
65480WAD3	43130	NISSAN AUTO RECEIVABLES OWNER	04/26/2023	16,372,287.65	16,375,181.14	16,426,538.62	4.910	4.900	4.968	11/15/2027	775
65481GAB1	45932	NISSAN AUTO RECEIVABLES OWNER	05/27/2025	17,599,019.68	17,600,000.00	17,676,014.40	4.500	4.485	4.548	02/15/2028	867
73328AAD1	44629	PORSCHE INNOVATIVE LEASE OWN	08/21/2024	7,499,175.75	7,500,000.00	7,538,703.00	4.670	4.657	4.721	11/22/2027	782
858933AC8	46346	STELLATINS FINANCIAL UNDERWRIT	08/20/2025	26,996,160.60	27,000,000.00	27,137,602.80	4.270	4.256	4.315	01/22/2029	1,209
891940AC2	42890	TOYOTA AUTO REC OWNER TRUST	01/30/2023	10,040,846.67	10,040,851.69	10,062,078.05	4.630	4.610	4.674	09/15/2027	714
89231HAD8	45794	TOYOTA AUTO REC OWNER TRUST	04/30/2025	5,499,684.85	5,500,000.00	5,545,871.65	4.340	4.321	4.381	11/15/2029	1,506
92868RAD0	44988	VOLKSWAGEN AUTO LOAN ENHANCED	11/26/2024	14,998,587.00	15,000,000.00	15,175,833.00	4.630	4.505	4.568	07/20/2029	1,388
92868WAD9	46034	VOLKSWAGEN AUTO LEASE TRUST	06/17/2025	14,248,998.23	14,250,000.00	14,391,308.70	4.500	4.775	4.841	06/20/2028	993
92348KCL5	43771	VERIZON MASTER TRUST	01/18/2024	17,499,478.50	17,500,000.00	17,531,927.00	5.000	4.984	5.053	12/20/2028	1,176
92348KDZ3	45606	VERIZON MASTER TRUST	03/31/2025	20,500,000.00	20,500,000.00	20,561,018.25	4.890	4.628	4.693	03/20/2030	1,631
98164TAB8	45853	WORLD OMNI AUTO REC'VBLE TRUST	05/14/2025	12,498,811.25	12,500,000.00	12,521,813.75	4.380	4.368	4.428	08/15/2028	1,049
981946AC0	44066	WORLD OMNI AUTOMOBILE LEASE	04/17/2024	1,664,077.92	1,664,077.92	1,664,656.35	5.829	5.812	5.893	02/16/2027	503
		Subtotal and Average		**705,798,140.66**	**705,874,397.80**	**711,466,378.51**		**4.737**	**4.803**		**1,167**
Municipal Bonds											
13077DQD7	41265	CALIF STATE UNIV	07/29/2021	5,000,000.00	5,000,000.00	4,986,750.00	0.862	0.850	0.862	11/01/2025	31
544647KX7	45792	LOS ANGELES CALIF USD	05/13/2025	7,905,000.00	7,905,000.00	7,989,425.40	4.382	4.322	4.382	07/01/2027	638
		Subtotal and Average		**12,905,000.00**	**12,905,000.00**	**12,976,175.40**		**2.977**	**3.019**		**402**
Commercial Paper, Discount											

Fund COMM - COMMINGLED POOL
Investments by Fund
September 30, 2025

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Commercial Paper, Discount											
16536HX14	46583	CHESHAM FINANCE	09/30/2025	75,000,000.00	75,000,000.00	74,991,375.00	4.110	4.110	4.167	10/01/2025	0
43851UBS1	46588	HONEYWELL	09/30/2025	36,256,097.91	36,851,000.00	36,249,849.64	4.020	4.088	4.144	02/26/2026	148
5148X0X18	46582	LANDES BANK-BADEN	09/30/2025	125,000,000.00	125,000,000.00	124,985,625.00	4.100	4.100	4.157	10/01/2025	0
79490BBL9	46428	SALISBURY REC CO	08/28/2025	73,796,668.35	75,000,000.00	73,801,275.00	4.150	4.235	4.294	02/20/2026	142
		Subtotal and Average		**310,052,766.26**	**311,851,000.00**	**310,028,124.64**		**4.134**	**4.191**		**51**
Federal Agency Discount Notes											
313385MK9	46585	FHLB DISCOUNT	09/30/2025	95,000,000.00	95,000,000.00	94,989,365.70	3.950	4.005	4.060	10/01/2025	0
313385MK9	46586	FHLB DISCOUNT	09/30/2025	58,000,000.00	58,000,000.00	57,993,507.48	3.950	4.005	4.060	10/01/2025	0
313385MK9	46587	FHLB DISCOUNT	09/30/2025	50,000,000.00	50,000,000.00	49,994,403.00	3.950	4.005	4.060	10/01/2025	0
313589MK6	46584	FANNIE MAE	09/30/2025	200,000,000.00	200,000,000.00	199,977,612.00	3.900	3.954	4.009	10/01/2025	0
		Subtotal and Average		**403,000,000.00**	**403,000,000.00**	**402,954,888.18**		**3.980**	**4.035**		**0**
Local Agency Investment Fund											
SYS8506	8506	LOCAL AGENCY INVEST FUND	07/01/2024	48,325,546.15	48,325,546.15	48,325,546.15	4.190	4.132	4.190		1
		Subtotal and Average		**48,325,546.15**	**48,325,546.15**	**48,325,546.15**		**4.133**	**4.190**		**1**
Money Market											
SYS40461	40461	DREYFUS GOVERNMENT CASH MGMT	04/15/2020	15,080.34	15,080.34	15,080.34	4.020	3.964	4.020		1
SYS37590	37590	JP MORGAN US GOVT MMF	02/27/2017	205.92	205.92	205.92	3.990	3.935	3.990		1
SYS34292	34292	MORGAN STANLEY TRSY INSTL 8304	05/21/2013	601,777.33	601,777.33	601,777.33	3.990	3.935	3.990		1
SYS42588	42588	STATE STREET US	09/30/2022	791,576,838.72	791,576,838.72	791,576,838.72	4.070	4.014	4.070		1
SYS23519	23519	BLACKROCK TREASURY LIQ FUND	02/01/2008	832,615,299.80	832,615,299.80	832,615,299.80	4.010	3.955	4.010		1
		Subtotal and Average		**1,624,809,202.11**	**1,624,809,202.11**	**1,624,809,202.11**		**3.984**	**4.039**		**1**
Other - Floaters - Daily Reset											
06418NGB2	45670	BANK OF NOVA SCOTIA HOUSTON	04/08/2025	75,000,000.00	75,000,000.00	75,000,000.00	4.590	4.630	4.694	04/01/2026	182
17325FBM9	45676	CITI BANK NA	04/08/2025	21,444,164.00	21,400,000.00	21,429,201.80	4.952	4.873	4.940	11/19/2027	779
02665WEX5	43763	American Honda Finance	01/10/2024	45,000,000.00	45,000,000.00	45,050,085.00	4.950	5.420	5.495	01/09/2026	100
46632FTV7	43828	JPMORGAN	01/29/2024	45,000,000.00	45,000,000.00	45,061,936.20	4.860	5.300	5.373	01/29/2026	120
57629TBS5	44017	MASSMUTUAL GLOBAL FUNDING	04/09/2024	30,000,000.00	30,000,000.00	30,148,050.00	4.980	5.205	5.277	04/09/2027	555
55381BJQ2	45980	MUFG Mitsubishi BANK LTD/NY	05/30/2025	100,000,000.00	100,000,000.00	100,000,000.00	4.520	4.559	4.622	02/20/2026	142

Fund COMM - COMMINGLED POOL
Investments by Fund
September 30, 2025

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Other - Floaters - Daily Reset											
64953BBR8	44767	NEW YORK LIFE GLOBAL	10/03/2024	30,000,000.00	30,000,000.00	30,006,600.00	4.890	4.945	5.014	10/01/2027	730
21688ABG6	44631	RABOBANK	08/28/2024	25,000,000.00	25,000,000.00	25,062,012.75	4.860	4.988	5.058	08/28/2026	331
21684LKL5	45690	RABOBANK	04/09/2025	50,000,000.00	50,000,000.00	50,000,000.00	4.520	4.567	4.630	02/06/2026	128
78015JEU7	45669	ROYAL BANK OF CANADA	04/07/2025	75,000,000.00	75,000,000.00	75,000,000.00	4.490	4.543	4.606	01/07/2026	98
86564PT27	44972	SUMITOMO MITSUI TRUST NY	11/06/2024	55,000,000.00	55,000,000.00	55,000,000.00	4.590	4.703	4.769	11/06/2025	36
89115DZK5	45700	TORONTO DOMINION BANK	04/09/2025	55,000,000.00	55,000,000.00	55,000,000.00	4.640	4.679	4.744	04/09/2026	190
931142FM0	45784	WALMART	04/28/2025	5,000,000.00	5,000,000.00	5,016,159.40	4.670	4.686	4.751	04/28/2027	574
		Subtotal and Average		**611,444,164.00**	**611,400,000.00**	**611,774,045.15**		**4.789**	**4.855**		**213**
Agency - Floaters - Daily Reset											
31424WCU4	43656	FARMER MAC	12/07/2023	45,000,000.00	45,000,000.00	45,069,771.15	4.540	4.887	4.955	12/07/2026	432
31424WNA6	44663	FARMER MAC	08/22/2024	35,000,000.00	35,000,000.00	35,012,757.85	4.390	4.529	4.591	08/21/2026	324
3133EPN76	43675	FFCB NOTES	12/18/2023	45,000,000.00	45,000,000.00	45,111,213.00	4.510	4.842	4.909	12/18/2026	443
3133ERZF1	44893	FFCB NOTES	10/29/2024	35,000,000.00	35,000,000.00	35,002,654.40	4.510	4.551	4.614	10/29/2027	758
3133ERP88	45173	FFCB NOTES	12/23/2024	50,000,000.00	50,000,000.00	50,010,487.00	4.500	4.523	4.586	12/23/2027	813
3133ETES2	45769	FFCB NOTES	04/24/2025	45,000,000.00	45,000,000.00	45,048,023.10	4.490	4.501	4.564	04/24/2028	936
3133ETXG7	46470	FFCB NOTES	09/11/2025	50,000,000.00	50,000,000.00	49,993,766.00	4.465	4.465	4.527	09/11/2028	1,076
3130B1TW7	44378	FHLB NOTES	06/27/2024	50,000,000.00	50,000,000.00	49,953,089.00	4.520	4.631	4.695	06/27/2028	1,000
		Subtotal and Average		**355,000,000.00**	**355,000,000.00**	**355,201,761.50**		**4.618**	**4.682**		**743**
Supranationals											
459058JL8	40688	INTL BANK RECON & DEVELOP	10/28/2020	2,499,957.63	2,500,000.00	2,493,000.78	0.500	0.515	0.522	10/28/2025	27
459058JL8	40689	INTL BANK RECON & DEVELOP	10/28/2020	14,999,745.75	15,000,000.00	14,958,004.65	0.500	0.515	0.522	10/28/2025	27
459058JS3	41153	INTL BANK RECON & DEVELOP	05/28/2021	9,993,542.38	10,000,000.00	9,876,303.80	0.650	0.822	0.834	02/10/2026	132
459058JS3	46120	INTL BANK RECON & DEVELOP	06/30/2025	16,752,181.30	16,974,000.00	16,764,038.07	0.650	4.324	4.384	02/10/2026	132
		Subtotal and Average		**44,245,427.06**	**44,474,000.00**	**44,091,347.30**		**2.027**	**2.055**		**90**
		Total Investments and Average		**9,350,524,446.89**	**9,371,053,101.44**	**9,350,213,154.43**		**3.860**	**3.914**		**482**

Fund PCF - PARK CHARTER FUND
Investments by Fund
September 30, 2025

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds - CALLABLE											
3130AKYH3	41961	FHLB NOTES	03/31/2022	488,441.82	500,000.00	480,952.51	0.830	2.618	2.655	02/10/2027	497
		Subtotal and Average		**488,441.82**	**500,000.00**	**480,952.51**		**2.619**	**2.655**		**497**
Money Market											
SYS33657	33657	BLACKROCK TREASURY LIQ FUND	09/30/2012	4,356,646.08	4,356,646.08	4,356,646.08	4.010	3.955	4.010		1
		Subtotal and Average		**4,356,646.08**	**4,356,646.08**	**4,356,646.08**		**3.955**	**4.010**		**1**
		Total Investments and Average		**4,845,087.90**	**4,856,646.08**	**4,837,598.59**		**3.820**	**3.873**		**51**

Fund WK - WORKERS COMP
Investments by Fund
September 30, 2025

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3137F2LJ3	42115	FHLMC MULTI-FAMILY	05/03/2022	998,203.13	1,000,000.00	987,093.10	3.117	3.088	3.131	06/25/2027	632
3137BRQK4	42233	FHLMC MULTI-FAMILY	05/31/2022	1,965,625.00	2,000,000.00	1,975,573.00	2.624	2.994	3.036	08/25/2026	328
3140LAUG8	45066	FNMA MULTI-FAMILY	11/26/2024	777,498.82	810,257.27	802,387.64	0.980	4.537	4.600	01/01/2026	92
		Subtotal and Average		**3,741,326.95**	**3,810,257.27**	**3,765,053.74**		**3.340**	**3.387**		**360**
Federal Agency Bonds - CALLABLE											
3130AKYH3	41962	FHLB NOTES	03/31/2022	1,953,767.27	2,000,000.00	1,923,810.02	0.830	2.618	2.655	02/10/2027	497
		Subtotal and Average		**1,953,767.27**	**2,000,000.00**	**1,923,810.02**		**2.619**	**2.655**		**497**
Money Market											
SYS34789	34789	BLACKROCK TREASURY LIQ FUND	12/26/2013	24,547,992.35	24,547,992.35	24,547,992.35	4.010	3.955	4.010		1
		Subtotal and Average		**24,547,992.35**	**24,547,992.35**	**24,547,992.35**		**3.955**	**4.010**		**1**
Supranationals											
459058JL8	40695	INTL BANK RECON & DEVELOP	10/28/2020	2,499,957.63	2,500,000.00	2,493,000.78	0.500	0.515	0.522	10/28/2025	27
		Subtotal and Average		**2,499,957.63**	**2,500,000.00**	**2,493,000.78**		**0.516**	**0.523**		**27**
		Total Investments and Average		**32,743,044.20**	**32,858,249.62**	**32,729,856.89**		**3.542**	**3.592**		**73**

SANTA CLARA COUNTY INVESTMENTS
Transaction Activity Report
July 1, 2025 - September 30, 2025
Sorted by Transaction Date - Transaction Date
COMMINGLED POOL Fund

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46132	COMM	16536HU25	CHES DISC NOTE	Purchase	07/01/2025	07/02/2025	CHESHAM FINANCE	74,990,958.00			**-74,990,958.00**
46128	COMM	313385HQ2	FHDN DISC NOTE	Purchase	07/01/2025	07/02/2025	FHLB DISCOUNT	249,971,111.10			**-249,971,111.10**
46129	COMM	313385HQ2	FHDN DISC NOTE	Purchase	07/01/2025	07/02/2025	FHLB DISCOUNT	149,982,666.00			**-149,982,666.00**
46130	COMM	313385HQ2	FHDN DISC NOTE	Purchase	07/01/2025	07/02/2025	FHLB DISCOUNT	249,971,111.10			**-249,971,111.10**
46131	COMM	5148X0U29	LANDES DISC NOTE	Purchase	07/01/2025	07/02/2025	LANDES	124,985,000.00			**-124,985,000.00**
46133	COMM	63873JU24	NATXNY DISC NOTE	Purchase	07/01/2025	07/02/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
41668	COMM	79739GPD2	SDGAPT 1.341%	Redemption	07/01/2025	07/01/2025	SAN DIEGO CNTY		2,495,000.00		**2,495,000.00**
45057	COMM	13606DCW0	CIBCNY 4.54% MAT	Redemption	07/01/2025	07/01/2025	CANADIAN IMP BK		50,000,000.00		**50,000,000.00**
46122	COMM	313385HP4	FHDN DISC NOTE	Redemption	07/01/2025	07/01/2025	FHLB DISCOUNT		208,000,000.00		**208,000,000.00**
46123	COMM	313385HP4	FHDN DISC NOTE	Redemption	07/01/2025	07/01/2025	FHLB DISCOUNT		100,000,000.00		**100,000,000.00**
46124	COMM	313589HP1	FNMDN DISC NOTE	Redemption	07/01/2025	07/01/2025	FANNIE MAE		150,000,000.00		**150,000,000.00**
46125	COMM	313385HP4	FHDN DISC NOTE	Redemption	07/01/2025	07/01/2025	FHLB DISCOUNT		100,000,000.00		**100,000,000.00**
46126	COMM	16536HU17	CHES DISC NOTE	Redemption	07/01/2025	07/01/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
37590	COMM	SYS37590	JPM TE 0.44%	Redemption	07/01/2025		JP MORGAN US		150,000,000.00		**150,000,000.00**
40461	COMM	SYS40461	DGCXX 0.%	Redemption	07/01/2025		DREYFUS		200,000,000.00		**200,000,000.00**
41668	COMM	79739GPD2	SDGAPT 1.341%	Interest	07/01/2025	07/01/2025	SAN DIEGO CNTY			16,728.98	**16,728.98**
43074	COMM	95709TAN0	EVRG 2.55% MAT	Interest	07/01/2025	07/01/2026	EVERGY KANSAS			255,000.00	**255,000.00**
43082	COMM	95709TAN0	EVRG 2.55% MAT	Interest	07/01/2025	07/01/2026	EVERGY KANSAS			127,500.00	**127,500.00**
44767	COMM	64953BBR8	NYLIFE Float 10/1/27	Interest	07/01/2025	10/01/2027	NEW YORK LIFE			378,537.24	**378,537.24**
45057	COMM	13606DCW0	CIBCNY 4.54% MAT	Interest	07/01/2025	07/01/2025	CANADIAN IMP BK			1,317,861.10	**1,317,861.10**
45670	COMM	06418NGB2	BNSHOU 4.7% MAT	Interest	07/01/2025	04/01/2026	BANK OF NOVA			816,708.30	**816,708.30**
		Totals for 07/01/2025						**899,894,846.20**	**1,035,495,000.0**	**2,912,335.62**	**138,512,489.42**
46139	COMM	16536HU33	CHES DISC NOTE	Purchase	07/02/2025	07/03/2025	CHESHAM FINANCE	74,990,958.00			**-74,990,958.00**
46134	COMM	313385HR0	FHDN DISC NOTE	Purchase	07/02/2025	07/03/2025	FHLB DISCOUNT	249,971,250.00			**-249,971,250.00**
46135	COMM	313385HR0	FHDN DISC NOTE	Purchase	07/02/2025	07/03/2025	FHLB DISCOUNT	149,982,750.00			**-149,982,750.00**
46136	COMM	313385HR0	FHDN DISC NOTE	Purchase	07/02/2025	07/03/2025	FHLB DISCOUNT	149,982,750.00			**-149,982,750.00**
46143	COMM	3132XFUA4	FHLM 4.2% MAT	Purchase	07/02/2025	10/01/2029	FHLMC SINGLE	10,219,848.17			**-10,219,848.17**
46144	COMM	3140NYSV4	FNMA 4.47% MAT	Purchase	07/02/2025	06/01/2030	FNMA NOTES	35,272,314.58			**-35,272,314.58**
46137	COMM	313589HR7	FNMDN DISC NOTE	Purchase	07/02/2025	07/03/2025	FANNIE MAE	99,988,583.34			**-99,988,583.34**
46138	COMM	5148X0U37	LANDES DISC NOTE	Purchase	07/02/2025	07/03/2025	LANDES	124,985,000.00			**-124,985,000.00**
46140	COMM	63873JU32	NATXNY DISC NOTE	Purchase	07/02/2025	07/03/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
46128	COMM	313385HQ2	FHDN DISC NOTE	Redemption	07/02/2025	07/02/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46129	COMM	313385HQ2	FHDN DISC NOTE	Redemption	07/02/2025	07/02/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46130	COMM	313385HQ2	FHDN DISC NOTE	Redemption	07/02/2025	07/02/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46131	COMM	5148X0U29	LANDES DISC NOTE	Redemption	07/02/2025	07/02/2025	LANDES		125,000,000.00		**125,000,000.00**
46132	COMM	16536HU25	CHES DISC NOTE	Redemption	07/02/2025	07/02/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46133	COMM	63873JU24	NATXNY DISC NOTE	Redemption	07/02/2025	07/02/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
37590	COMM	SYS37590	JPM TE 0.44%	Redemption	07/02/2025		JP MORGAN US		2,303,926.30		**2,303,926.30**
40461	COMM	SYS40461	DGCXX 0.%	Redemption	07/02/2025		DREYFUS		131,425,819.95		**131,425,819.95**
34292	COMM	SYS34292	MSTI 0.%	Interest	07/02/2025		MORGAN STANLEY			513,030.29	**513,030.29**
34292	COMM	SYS34292	MSTI 0.%	Purchase	07/02/2025		MORGAN STANLEY	513,030.29			**-513,030.29**
37590	COMM	SYS37590	JPM TE 0.44%	Interest	07/02/2025		JP MORGAN US			516,224.30	**516,224.30**
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	07/02/2025		JP MORGAN US	516,224.30			**-516,224.30**
40461	COMM	SYS40461	DGCXX 0.%	Interest	07/02/2025		DREYFUS			1,134,801.92	**1,134,801.92**
40461	COMM	SYS40461	DGCXX 0.%	Purchase	07/02/2025		DREYFUS	1,134,801.92			**-1,134,801.92**
42588	COMM	SYS42588	OPGXX	Interest	07/02/2025		STATE STREET US			2,713,495.35	**2,713,495.35**
42588	COMM	SYS42588	OPGXX	Purchase	07/02/2025		STATE STREET US	2,713,495.35			**-2,713,495.35**
		Totals for 07/02/2025						**950,265,005.95**	**1,033,729,746.2**	**4,877,551.86**	**88,342,292.16**
46149	COMM	16536HU74	CHES DISC NOTE	Purchase	07/03/2025	07/07/2025	CHESHAM FINANCE	74,963,833.50			**-74,963,833.50**
46145	COMM	313385HV1	FHDN DISC NOTE	Purchase	07/03/2025	07/07/2025	FHLB DISCOUNT	249,884,444.45			**-249,884,444.45**
46146	COMM	313385HV1	FHDN DISC NOTE	Purchase	07/03/2025	07/07/2025	FHLB DISCOUNT	149,930,667.00			**-149,930,667.00**
46147	COMM	313385HV1	FHDN DISC NOTE	Purchase	07/03/2025	07/07/2025	FHLB DISCOUNT	249,884,444.45			**-249,884,444.45**
46148	COMM	5148X0U78	LANDES DISC NOTE	Purchase	07/03/2025	07/07/2025	LANDES	124,940,000.00			**-124,940,000.00**
46150	COMM	63873JU73	NATXNY DISC NOTE	Purchase	07/03/2025	07/07/2025	NATIXIS NY	49,976,000.00			**-49,976,000.00**
45539	COMM	79490AU30	SALREC DISC NOTE	Redemption	07/03/2025	07/03/2025	SALISBURY REC CO		50,000,000.00		**50,000,000.00**
46134	COMM	313385HR0	FHDN DISC NOTE	Redemption	07/03/2025	07/03/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46135	COMM	313385HR0	FHDN DISC NOTE	Redemption	07/03/2025	07/03/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46136	COMM	313385HR0	FHDN DISC NOTE	Redemption	07/03/2025	07/03/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46137	COMM	313589HR7	FNMDN DISC NOTE	Redemption	07/03/2025	07/03/2025	FANNIE MAE		100,000,000.00		**100,000,000.00**
46138	COMM	5148X0U37	LANDES DISC NOTE	Redemption	07/03/2025	07/03/2025	LANDES		125,000,000.00		**125,000,000.00**
46139	COMM	16536HU33	CHES DISC NOTE	Redemption	07/03/2025	07/03/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46140	COMM	63873JU32	NATXNY DISC NOTE	Redemption	07/03/2025	07/03/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
		Totals for 07/03/2025						**899,579,389.40**	**950,000,000.00**		**50,420,610.60**
46155	COMM	16536HU82	CHES DISC NOTE	Purchase	07/07/2025	07/08/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46151	COMM	313385HW9	FHDN DISC NOTE	Purchase	07/07/2025	07/08/2025	FHLB DISCOUNT	249,970,972.20			**-249,970,972.20**
46152	COMM	313385HW9	FHDN DISC NOTE	Purchase	07/07/2025	07/08/2025	FHLB DISCOUNT	149,982,583.50			**-149,982,583.50**
46153	COMM	313385HW9	FHDN DISC NOTE	Purchase	07/07/2025	07/08/2025	FHLB DISCOUNT	249,970,972.20			**-249,970,972.20**
46154	COMM	5148X0U86	LANDES DISC NOTE	Purchase	07/07/2025	07/08/2025	LANDES	124,985,000.00			**-124,985,000.00**
46156	COMM	63873JU81	NATXNY DISC NOTE	Purchase	07/07/2025	07/08/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
46145	COMM	313385HV1	FHDN DISC NOTE	Redemption	07/07/2025	07/07/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46146	COMM	313385HV1	FHDN DISC NOTE	Redemption	07/07/2025	07/07/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46147	COMM	313385HV1	FHDN DISC NOTE	Redemption	07/07/2025	07/07/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46148	COMM	5148X0U78	LANDES DISC NOTE	Redemption	07/07/2025	07/07/2025	LANDES		125,000,000.00		**125,000,000.00**
46149	COMM	16536HU74	CHES DISC NOTE	Redemption	07/07/2025	07/07/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46150	COMM	63873JU73	NATXNY DISC NOTE	Redemption	07/07/2025	07/07/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
42839	COMM	592179KD6	METSHR 5.% MAT	Interest	07/07/2025	01/06/2026	METLIFE SHORT			375,000.00	**375,000.00**
44972	COMM	86564PT27	SUMTNY 5.21% MAT	Interest	07/07/2025	11/06/2025	SUMITOMO MITSUI			221,970.82	**221,970.82**
45669	COMM	78015JEU7	RBC 4.6% MAT	Interest	07/07/2025	01/07/2026	ROYAL BANK OF			867,041.70	**867,041.70**
45690	COMM	21684LKL5	RABO 4.61% MAT	Interest	07/07/2025	02/06/2026	RABOBANK			198,235.95	**198,235.95**
		Totals for 07/07/2025						**899,894,486.23**	**900,000,000.00**	**1,662,248.47**	**1,767,762.24**
46161	COMM	16536HU90	CHES DISC NOTE	Purchase	07/08/2025	07/09/2025	CHESHAM FINANCE	74,990,958.00			**-74,990,958.00**
46157	COMM	313385HX7	FHDN DISC NOTE	Purchase	07/08/2025	07/09/2025	FHLB DISCOUNT	249,970,833.35			**-249,970,833.35**
46158	COMM	313385HX7	FHDN DISC NOTE	Purchase	07/08/2025	07/09/2025	FHLB DISCOUNT	149,982,499.50			**-149,982,499.50**
46159	COMM	313385HX7	FHDN DISC NOTE	Purchase	07/08/2025	07/09/2025	FHLB DISCOUNT	249,970,833.35			**-249,970,833.35**
46160	COMM	5148X0U94	LANDES DISC NOTE	Purchase	07/08/2025	07/09/2025	LANDES	124,985,000.00			**-124,985,000.00**
46162	COMM	63873JU99	NATXNY DISC NOTE	Purchase	07/08/2025	07/09/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
46151	COMM	313385HW9	FHDN DISC NOTE	Redemption	07/08/2025	07/08/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46152	COMM	313385HW9	FHDN DISC NOTE	Redemption	07/08/2025	07/08/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46153	COMM	313385HW9	FHDN DISC NOTE	Redemption	07/08/2025	07/08/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46154	COMM	5148X0U86	LANDES DISC NOTE	Redemption	07/08/2025	07/08/2025	LANDES		125,000,000.00		**125,000,000.00**
46155	COMM	16536HU82	CHES DISC NOTE	Redemption	07/08/2025	07/08/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46156	COMM	63873JU81	NATXNY DISC NOTE	Redemption	07/08/2025	07/08/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
41875	COMM	931142EM1	WALMART INC, SR	Interest	07/08/2025	07/08/2026	WALMART			35,303.75	**35,303.75**
43745	COMM	59217GFR5	MET LI 4.85% MAT	Interest	07/08/2025	01/08/2029	MET LIFE GLOBAL			485,000.00	**485,000.00**
		Totals for 07/08/2025						**899,894,124.20**	**900,000,000.00**	**520,303.75**	**626,179.55**
46168	COMM	16536HUA7	CHES DISC NOTE	Purchase	07/09/2025	07/10/2025	CHESHAM FINANCE	74,990,958.00			**-74,990,958.00**
46164	COMM	313385HY5	FHDN DISC NOTE	Purchase	07/09/2025	07/10/2025	FHLB DISCOUNT	249,970,763.90			**-249,970,763.90**
46165	COMM	313385HY5	FHDN DISC NOTE	Purchase	07/09/2025	07/10/2025	FHLB DISCOUNT	149,982,459.00			**-149,982,459.00**
46166	COMM	313385HY5	FHDN DISC NOTE	Purchase	07/09/2025	07/10/2025	FHLB DISCOUNT	249,970,763.90			**-249,970,763.90**
46167	COMM	5148X0UA1	LANDES DISC NOTE	Purchase	07/09/2025	07/10/2025	LANDES	124,985,000.00			**-124,985,000.00**
46169	COMM	63873JUA6	NATXNY DISC NOTE	Purchase	07/09/2025	07/10/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
46157	COMM	313385HX7	FHDN DISC NOTE	Redemption	07/09/2025	07/09/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46158	COMM	313385HX7	FHDN DISC NOTE	Redemption	07/09/2025	07/09/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46159	COMM	313385HX7	FHDN DISC NOTE	Redemption	07/09/2025	07/09/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46160	COMM	5148X0U94	LANDES DISC NOTE	Redemption	07/09/2025	07/09/2025	LANDES		125,000,000.00		**125,000,000.00**
46161	COMM	16536HU90	CHES DISC NOTE	Redemption	07/09/2025	07/09/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46162	COMM	63873JU99	NATXNY DISC NOTE	Redemption	07/09/2025	07/09/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
43763	COMM	02665WEX5	HNDA 6.01% MAT	Interest	07/09/2025	01/09/2026	American Honda			574,919.82	**574,919.82**
44017	COMM	57629TBS5	MASSMU 5.12% MAT	Interest	07/09/2025	04/09/2027	MASSMUTUAL			386,018.19	**386,018.19**
45700	COMM	89115DZK5	TDNY 4.8% MAT	Interest	07/09/2025	04/09/2026	TORONTO			657,203.75	**657,203.75**
		Totals for 07/09/2025						**899,893,944.80**	**900,000,000.00**	**1,618,141.76**	**1,724,196.96**
46176	COMM	16536HUB5	CHES DISC NOTE	Purchase	07/10/2025	07/11/2025	CHESHAM FINANCE	74,990,958.00			**-74,990,958.00**
46172	COMM	313385HZ2	FHDN DISC NOTE	Purchase	07/10/2025	07/11/2025	FHLB DISCOUNT	249,970,555.55			**-249,970,555.55**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46173	COMM	313385HZ2	FHDN DISC NOTE	Purchase	07/10/2025	07/11/2025	FHLB DISCOUNT	149,982,333.00			-149,982,333.00
46174	COMM	313385HZ2	FHDN DISC NOTE	Purchase	07/10/2025	07/11/2025	FHLB DISCOUNT	249,970,555.55			-249,970,555.55
46175	COMM	5148X0UB9	LANDES DISC NOTE	Purchase	07/10/2025	07/11/2025	LANDES	124,985,000.00			-124,985,000.00
46177	COMM	63873JUB4	NATXNY DISC NOTE	Purchase	07/10/2025	07/11/2025	NATIXIS NY	49,994,000.00			-49,994,000.00
46164	COMM	313385HY5	FHDN DISC NOTE	Redemption	07/10/2025	07/10/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46165	COMM	313385HY5	FHDN DISC NOTE	Redemption	07/10/2025	07/10/2025	FHLB DISCOUNT		150,000,000.00		150,000,000.00
46166	COMM	313385HY5	FHDN DISC NOTE	Redemption	07/10/2025	07/10/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46167	COMM	5148X0UA1	LANDES DISC NOTE	Redemption	07/10/2025	07/10/2025	LANDES		125,000,000.00		125,000,000.00
46168	COMM	16536HUA7	CHES DISC NOTE	Redemption	07/10/2025	07/10/2025	CHESHAM FINANCE		75,000,000.00		75,000,000.00
46169	COMM	63873JUA6	NATXNY DISC NOTE	Redemption	07/10/2025	07/10/2025	NATIXIS NY		50,000,000.00		50,000,000.00
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Interest	07/10/2025	03/10/2026	CARVANA AUTO			100.37	100.37
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Redemption	07/10/2025	03/10/2026	CARVANA AUTO		27,940.62		27,940.62
		Totals for 07/10/2025						**899,893,402.10**	**900,027,940.62**	**100.37**	**134,638.89**
46185	COMM	16536HUE9	CHES DISC NOTE	Purchase	07/11/2025	07/14/2025	CHESHAM FINANCE	74,972,874.75			-74,972,874.75
46180	COMM	313385JC1	FHDN DISC NOTE	Purchase	07/11/2025	07/14/2025	FHLB DISCOUNT	249,912,083.35			-249,912,083.35
46181	COMM	313385JC1	FHDN DISC NOTE	Purchase	07/11/2025	07/14/2025	FHLB DISCOUNT	149,947,249.50			-149,947,249.50
46182	COMM	313385JC1	FHDN DISC NOTE	Purchase	07/11/2025	07/14/2025	FHLB DISCOUNT	199,929,666.68			-199,929,666.68
46183	COMM	313589JC8	FNMDN DISC NOTE	Purchase	07/11/2025	07/14/2025	FANNIE MAE	49,982,583.33			-49,982,583.33
46184	COMM	5148X0UE3	LANDES DISC NOTE	Purchase	07/11/2025	07/14/2025	LANDES	124,955,000.00			-124,955,000.00
46186	COMM	63873JUE8	NATXNY DISC NOTE	Purchase	07/11/2025	07/14/2025	NATIXIS NY	49,982,000.00			-49,982,000.00
46172	COMM	313385HZ2	FHDN DISC NOTE	Redemption	07/11/2025	07/11/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46173	COMM	313385HZ2	FHDN DISC NOTE	Redemption	07/11/2025	07/11/2025	FHLB DISCOUNT		150,000,000.00		150,000,000.00
46174	COMM	313385HZ2	FHDN DISC NOTE	Redemption	07/11/2025	07/11/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46175	COMM	5148X0UB9	LANDES DISC NOTE	Redemption	07/11/2025	07/11/2025	LANDES		125,000,000.00		125,000,000.00
46176	COMM	16536HUB5	CHES DISC NOTE	Redemption	07/11/2025	07/11/2025	CHESHAM FINANCE		75,000,000.00		75,000,000.00
46177	COMM	63873JUB4	NATXNY DISC NOTE	Redemption	07/11/2025	07/11/2025	NATIXIS NY		50,000,000.00		50,000,000.00
42707	COMM	66815L2F5	NWMLIC 1.75% MAT	Interest	07/11/2025	01/11/2027	NORTHWESTERN			278,311.25	278,311.25
		Totals for 07/11/2025						**899,681,457.61**	**900,000,000.00**	**278,311.25**	**596,853.64**
46191	COMM	16536HUF6	CHES DISC NOTE	Purchase	07/14/2025	07/15/2025	CHESHAM FINANCE	74,990,958.00			-74,990,958.00
46187	COMM	313385JD9	FHDN DISC NOTE	Purchase	07/14/2025	07/15/2025	FHLB DISCOUNT	249,970,555.55			-249,970,555.55
46188	COMM	313385JD9	FHDN DISC NOTE	Purchase	07/14/2025	07/15/2025	FHLB DISCOUNT	149,982,333.00			-149,982,333.00
46189	COMM	313385JD9	FHDN DISC NOTE	Purchase	07/14/2025	07/15/2025	FHLB DISCOUNT	249,970,555.55			-249,970,555.55
46163	COMM	3134HBYE5	FHLMC 4.5% MAT	Purchase	07/14/2025	07/07/2028	FHLMC NOTES	25,000,000.00			-25,000,000.00
46190	COMM	5148X0UF0	LANDES DISC NOTE	Purchase	07/14/2025	07/15/2025	LANDES	124,985,000.00			-124,985,000.00
46192	COMM	63873JUF5	NATXNY DISC NOTE	Purchase	07/14/2025	07/15/2025	NATIXIS NY	49,994,000.00			-49,994,000.00
43063	COMM	3134GYPF3	FHLMC 4.75% MAT	Redemption	07/14/2025	07/12/2027	FHLMC NOTES		25,000,000.00		25,000,000.00
43064	COMM	3134GYPF3	FHLMC 4.75% MAT	Redemption	07/14/2025	07/12/2027	FHLMC NOTES		15,000,000.00		15,000,000.00
46180	COMM	313385JC1	FHDN DISC NOTE	Redemption	07/14/2025	07/14/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46181	COMM	313385JC1	FHDN DISC NOTE	Redemption	07/14/2025	07/14/2025	FHLB DISCOUNT		150,000,000.00		150,000,000.00
46182	COMM	313385JC1	FHDN DISC NOTE	Redemption	07/14/2025	07/14/2025	FHLB DISCOUNT		200,000,000.00		200,000,000.00

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46183	COMM	313589JC8	FNMDN DISC NOTE	Redemption	07/14/2025	07/14/2025	FANNIE MAE		50,000,000.00		**50,000,000.00**
46184	COMM	5148X0UE3	LANDES DISC NOTE	Redemption	07/14/2025	07/14/2025	LANDES		125,000,000.00		**125,000,000.00**
46185	COMM	16536HUE9	CHES DISC NOTE	Redemption	07/14/2025	07/14/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46186	COMM	63873JUE8	NATXNY DISC NOTE	Redemption	07/14/2025	07/14/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
34292	COMM	SYS34292	MSTI 0.%	Redemption	07/14/2025		MORGAN STANLEY		151,000,000.00		**151,000,000.00**
42588	COMM	SYS42588	OPGXX	Redemption	07/14/2025		STATE STREET US		200,000,000.00		**200,000,000.00**
42334	COMM	57629WCQ1	MASSMU 2.35% MAT	Interest	07/14/2025	01/14/2027	MASSMUTUAL			88,125.00	**88,125.00**
43063	COMM	3134GYPF3	FHLMC 4.75% MAT	Interest	07/14/2025	07/12/2027	FHLMC NOTES			593,750.00	**593,750.00**
43063	COMM	3134GYPF3	FHLMC 4.75% MAT	Interest	07/14/2025	07/12/2027	FHLMC NOTES			6,597.22	**6,597.22**
43064	COMM	3134GYPF3	FHLMC 4.75% MAT	Interest	07/14/2025	07/12/2027	FHLMC NOTES			356,250.00	**356,250.00**
43064	COMM	3134GYPF3	FHLMC 4.75% MAT	Interest	07/14/2025	07/12/2027	FHLMC NOTES			3,958.33	**3,958.33**
43756	COMM	3130AYFT8	FEDERAL HOME	Interest	07/14/2025	01/12/2028	FHLB NOTES			562,500.00	**562,500.00**
43770	COMM	3130AYFT8	FEDERAL HOME	Interest	07/14/2025	01/12/2028	FHLB NOTES			450,000.00	**450,000.00**
43776	COMM	3130AYFT8	FEDERAL HOME	Interest	07/14/2025	01/12/2028	FHLB NOTES			225,000.00	**225,000.00**
		Totals for 07/14/2025						**924,893,402.10**	**1,291,000,000.0**	**2,286,180.55**	**368,392,778.45**
46197	COMM	16536HUG4	CHES DISC NOTE	Purchase	07/15/2025	07/16/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46193	COMM	313385JE7	FHDN DISC NOTE	Purchase	07/15/2025	07/16/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46194	COMM	313385JE7	FHDN DISC NOTE	Purchase	07/15/2025	07/16/2025	FHLB DISCOUNT	149,982,291.00			**-149,982,291.00**
46195	COMM	313385JE7	FHDN DISC NOTE	Purchase	07/15/2025	07/16/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46196	COMM	5148X0UG8	LANDES DISC NOTE	Purchase	07/15/2025	07/16/2025	LANDES	124,985,000.00			**-124,985,000.00**
46198	COMM	63873JUG3	NATXNY DISC NOTE	Purchase	07/15/2025	07/16/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
40528	COMM	3136G4YU1	FEDERAL NATL MTG	Redemption	07/15/2025	07/15/2025	FNMA NOTES		10,000,000.00		**10,000,000.00**
40529	COMM	3136G4YU1	FEDERAL NATL MTG	Redemption	07/15/2025	07/15/2025	FNMA NOTES		5,518,000.00		**5,518,000.00**
44457	COMM	3133ERKT7	FFCB 5.57% MAT	Redemption	07/15/2025	07/15/2027	FFCB NOTES		35,000,000.00		**35,000,000.00**
46187	COMM	313385JD9	FHDN DISC NOTE	Redemption	07/15/2025	07/15/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46188	COMM	313385JD9	FHDN DISC NOTE	Redemption	07/15/2025	07/15/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46189	COMM	313385JD9	FHDN DISC NOTE	Redemption	07/15/2025	07/15/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46190	COMM	5148X0UF0	LANDES DISC NOTE	Redemption	07/15/2025	07/15/2025	LANDES		125,000,000.00		**125,000,000.00**
46191	COMM	16536HUF6	CHES DISC NOTE	Redemption	07/15/2025	07/15/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46192	COMM	63873JUF5	NATXNY DISC NOTE	Redemption	07/15/2025	07/15/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
40528	COMM	3136G4YU1	FEDERAL NATL MTG	Interest	07/15/2025	07/15/2025	FNMA NOTES			36,500.00	**36,500.00**
40529	COMM	3136G4YU1	FEDERAL NATL MTG	Interest	07/15/2025	07/15/2025	FNMA NOTES			20,140.70	**20,140.70**
42791	COMM	641062AR5	NESNVX 0.625%	Interest	07/15/2025	01/15/2026	NESTLE HOLDINGS			78,125.00	**78,125.00**
44457	COMM	3133ERKT7	FFCB 5.57% MAT	Interest	07/15/2025	07/15/2027	FFCB NOTES			404,143.05	**404,143.05**
45281	COMM	3134HA2T9	FHLMCC 4.55% MAT	Interest	07/15/2025	01/15/2027	FHLMC NOTES			341,250.00	**341,250.00**
45281	COMM	3134HA2T9	FHLMCC 4.55% MAT	Accr Int	07/15/2025	01/15/2027	FHLMC NOTES		1,895.83	-1,895.83	**0.00**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Interest	07/15/2025	09/15/2026	CAPITAL ONE			107.46	**107.46**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Redemption	07/15/2025	09/15/2026	CAPITAL ONE		167,681.73		**167,681.73**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Interest	07/15/2025	05/15/2026	HONDA AUTO			2,204.23	**2,204.23**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Redemption	07/15/2025	05/15/2026	HONDA AUTO		828,425.50		**828,425.50**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41856	COMM	65479QAC1	NAROT 1.86% MAT	Interest	07/15/2025	08/17/2026	NISSAN AUTO			2,984.18	**2,984.18**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Redemption	07/15/2025	08/17/2026	NISSAN AUTO		563,428.75		**563,428.75**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Interest	07/15/2025	09/16/2026	JOHN DEERE			2,001.79	**2,001.79**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Redemption	07/15/2025	09/16/2026	JOHN DEERE		242,474.44		**242,474.44**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Interest	07/15/2025	02/15/2027	HARLEY-DAVIDSON			4,522.85	**4,522.85**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Redemption	07/15/2025	02/15/2027	HARLEY-DAVIDSON		848,822.35		**848,822.35**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Interest	07/15/2025	02/16/2027	CARMAX AUTO			9,248.13	**9,248.13**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Redemption	07/15/2025	02/16/2027	CARMAX AUTO		661,967.32		**661,967.32**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Interest	07/15/2025	04/15/2027	CAPITAL ONE			10,954.04	**10,954.04**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Redemption	07/15/2025	04/15/2027	CAPITAL ONE		578,419.98		**578,419.98**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Interest	07/15/2025	11/16/2026	ALLY AUTO			8,414.88	**8,414.88**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Redemption	07/15/2025	11/16/2026	ALLY AUTO		1,043,864.34		**1,043,864.34**
42879	COMM	58770AAC7	MBART 4.51% MAT	Interest	07/15/2025	11/15/2027	MERCEDES -BENZ			25,031.42	**25,031.42**
42879	COMM	58770AAC7	MBART 4.51% MAT	Redemption	07/15/2025	11/15/2027	MERCEDES -BENZ		589,434.25		**589,434.25**
42890	COMM	891940AC2	TAOT 4.63% MAT	Interest	07/15/2025	09/15/2027	TOYOTA AUTO REC			50,833.67	**50,833.67**
42890	COMM	891940AC2	TAOT 4.63% MAT	Redemption	07/15/2025	09/15/2027	TOYOTA AUTO REC		1,059,696.75		**1,059,696.75**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Interest	07/15/2025	02/15/2028	CAPITAL ONE			29,817.09	**29,817.09**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Redemption	07/15/2025	02/15/2028	CAPITAL ONE		532,746.41		**532,746.41**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Interest	07/15/2025	12/15/2027	HARLEY-DAVIDSON			32,268.31	**32,268.31**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Redemption	07/15/2025	12/15/2027	HARLEY-DAVIDSON		678,065.02		**678,065.02**
43065	COMM	448979AD6	HART 4.58% MAT	Interest	07/15/2025	04/15/2027	HYUNDAI AUTO			19,824.70	**19,824.70**
43065	COMM	448979AD6	HART 4.58% MAT	Redemption	07/15/2025	04/15/2027	HYUNDAI AUTO		632,778.44		**632,778.44**
43089	COMM	254683CW3	DCENT 3.56% MAT	Interest	07/15/2025	07/15/2027	DISCOVER CARD			147,517.52	**147,517.52**
43089	COMM	254683CW3	DCENT 3.56% MAT	Redemption	07/15/2025	07/15/2027	DISCOVER CARD		49,725,000.00		**49,725,000.00**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Interest	07/15/2025	11/15/2027	NISSAN AUTO			89,850.40	**89,850.40**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Redemption	07/15/2025	11/15/2027	NISSAN AUTO		1,748,917.24		**1,748,917.24**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Interest	07/15/2025	01/15/2027	MERCEDES-BENZ			51,187.65	**51,187.65**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Redemption	07/15/2025	01/15/2027	MERCEDES-BENZ		2,835,932.64		**2,835,932.64**
43212	COMM	437927AC0	HAROT 4.93% MAT	Interest	07/15/2025	11/15/2027	HONDA AUTO			65,282.09	**65,282.09**
43212	COMM	437927AC0	HAROT 4.93% MAT	Redemption	07/15/2025	11/15/2027	HONDA AUTO		1,155,497.11		**1,155,497.11**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Interest	07/15/2025	05/15/2028	AMERICAN			76,093.74	**76,093.74**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Redemption	07/15/2025	05/15/2028	AMERICAN		577,444.64		**577,444.64**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Interest	07/15/2025	06/15/2028	DISCOVER CARD			123,249.99	**123,249.99**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Redemption	07/15/2025	06/15/2028	DISCOVER CARD		899,467.05		**899,467.05**
43277	COMM	477920AC6	JDOT 5.18% MAT	Interest	07/15/2025	03/15/2028	JOHN DEERE			51,010.54	**51,010.54**
43277	COMM	477920AC6	JDOT 5.18% MAT	Redemption	07/15/2025	03/15/2028	JOHN DEERE		466,449.87		**466,449.87**
43476	COMM	233868AC2	DTRT 5.9% MAT	Interest	07/15/2025	03/15/2027	DAIMLET TRUCKS			93,395.13	**93,395.13**
43476	COMM	233868AC2	DTRT 5.9% MAT	Redemption	07/15/2025	03/15/2027	DAIMLET TRUCKS		1,859,622.06		**1,859,622.06**
43505	COMM	14044EAB4	COPAR 5.91% MAT	Interest	07/15/2025	10/15/2026	CAPITAL ONE			8,605.70	**8,605.70**
43505	COMM	14044EAB4	COPAR 5.91% MAT	Redemption	07/15/2025	10/15/2026	CAPITAL ONE		1,747,411.03		**1,747,411.03**
43542	COMM	58769FAB1	MBART 5.92% MAT	Interest	07/15/2025	11/16/2026	MERCEDES -BENZ			336.24	**336.24**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43542	COMM	58769FAB1	MBART 5.92% MAT	Redemption	07/15/2025	11/16/2026	MERCEDES -BENZ		68,153.46		**68,153.46**
43562	COMM	44918CAD4	HART 5.54% MAT	Interest	07/15/2025	10/16/2028	HYUNDAI AUTO			36,933.34	**36,933.34**
43562	COMM	44918CAD4	HART 5.54% MAT	Redemption	07/15/2025	10/16/2028	HYUNDAI AUTO		204,224.37		**204,224.37**
43811	COMM	39154TCH9	GREATA 5.32% MAT	Interest	07/15/2025	08/17/2026	Great America Leasin			29,776.19	**29,776.19**
43811	COMM	39154TCH9	GREATA 5.32% MAT	Redemption	07/15/2025	08/17/2026	Great America Leasin		903,957.11		**903,957.11**
43894	COMM	437918AC9	HAROT 5.21% MAT	Interest	07/15/2025	08/15/2028	HONDA AUTO			112,883.34	**112,883.34**
43894	COMM	437918AC9	HAROT 5.21% MAT	Redemption	07/15/2025	08/15/2028	HONDA AUTO		703,794.87		**703,794.87**
43954	COMM	47800RAD5	JDOT 4.96% MAT	Interest	07/15/2025	11/15/2028	JOHN DEERE			33,893.33	**33,893.33**
43954	COMM	47800RAD5	JDOT 4.96% MAT	Redemption	07/15/2025	11/15/2028	JOHN DEERE		205,628.53		**205,628.53**
44066	COMM	981946AC0	WOLS 5.829359%	Interest	07/15/2025	02/16/2027	WORLD OMNI			11,131.21	**11,131.21**
44066	COMM	981946AC0	WOLS 5.829359%	Redemption	07/15/2025	02/16/2027	WORLD OMNI		410,809.16		**410,809.16**
44096	COMM	02582JKH2	AMXCA 5.23% MAT	Interest	07/15/2025	04/16/2029	AMERICAN			196,124.99	**196,124.99**
44096	COMM	02582JKH2	AMXCA 5.23% MAT	Redemption	07/15/2025	04/16/2029	AMERICAN		976,492.15		**976,492.15**
44212	COMM	412922AC0	HDMOT 5.54% MAT	Interest	07/15/2025	03/15/2029	HARLEY-DAVIDSON			93,975.00	**93,975.00**
44212	COMM	412922AC0	HDMOT 5.54% MAT	Redemption	07/15/2025	03/15/2029	HARLEY-DAVIDSON		469,562.36		**469,562.36**
44219	COMM	18978JAB4	CNH 5.420% MAT	Interest	07/15/2025	10/15/2027	CNH EQUIPMENT			15,885.48	**15,885.48**
44219	COMM	18978JAB4	CNH 5.420% MAT	Redemption	07/15/2025	10/15/2027	CNH EQUIPMENT		360,342.05		**360,342.05**
44231	COMM	58770JAD6	MBALT 5.66% MAT	Interest	07/15/2025	01/18/2028	MERCEDES-BENZ			53,200.00	**53,200.00**
44231	COMM	58770JAD6	MBALT 5.66% MAT	Redemption	07/15/2025	01/18/2028	MERCEDES-BENZ		375,792.26		**375,792.26**
44334	COMM	47786WAB6	JDOT 5.42% MAT	Interest	07/15/2025	05/17/2027	JOHN DEERE			85,483.87	**85,483.87**
44334	COMM	47786WAB6	JDOT 5.42% MAT	Redemption	07/15/2025	05/17/2027	JOHN DEERE		1,576,153.02		**1,576,153.02**
44697	COMM	477911AC5	JDOT 5.773% MAT	Interest	07/15/2025	08/16/2027	JOHN DEERE			46,368.31	**46,368.31**
44697	COMM	477911AC5	JDOT 5.773% MAT	Redemption	07/15/2025	08/16/2027	JOHN DEERE		1,048,266.38		**1,048,266.38**
44748	COMM	02007NAC2	US Auto ALLYA	Interest	07/15/2025	07/16/2029	ALLY AUTO			27,600.00	**27,600.00**
44748	COMM	02007NAC2	US Auto ALLYA	Redemption	07/15/2025	07/16/2029	ALLY AUTO		160,065.24		**160,065.24**
44756	COMM	58769GAC7	MBALT 5.79% MAT	Interest	07/15/2025	12/15/2026	MERCEDES-BENZ			17,219.26	**17,219.26**
44756	COMM	58769GAC7	MBALT 5.79% MAT	Redemption	07/15/2025	12/15/2026	MERCEDES-BENZ		682,950.94		**682,950.94**
44973	COMM	14290DAC5	CARMX 4.6% MAT	Interest	07/15/2025	10/15/2029	CARMAX AUTO			76,666.66	**76,666.66**
44973	COMM	14290DAC5	CARMX 4.6% MAT	Redemption	07/15/2025	10/15/2029	CARMAX AUTO		377,941.87		**377,941.87**
45282	COMM	14319WAD8	CARMX 4.84% MAT	Interest	07/15/2025	01/15/2030	CARMAX AUTO			70,583.33	**70,583.33**
45282	COMM	14319WAD8	CARMX 4.84% MAT	Redemption	07/15/2025	01/15/2030	CARMAX AUTO		302,092.04		**302,092.04**
45493	COMM	47800DAD6	JDOT 4.23% MAT	Interest	07/15/2025	09/17/2029	JOHN DEERE			74,025.00	**74,025.00**
45493	COMM	47800DAD6	JDOT 4.23% MAT	Redemption	07/15/2025	09/17/2029	JOHN DEERE		382,453.98		**382,453.98**
45793	COMM	14320AAD3	CARMX 4.48% MAT	Interest	07/15/2025	03/15/2030	CARMAX AUTO			42,933.33	**42,933.33**
45793	COMM	14320AAD3	CARMX 4.48% MAT	Redemption	07/15/2025	03/15/2030	CARMAX AUTO		187,070.92		**187,070.92**
45794	COMM	89231HAD8	TAOT 4.34% MAT	Interest	07/15/2025	11/15/2029	TOYOTA AUTO REC			19,891.67	**19,891.67**
45794	COMM	89231HAD8	TAOT 4.34% MAT	Redemption	07/15/2025	11/15/2029	TOYOTA AUTO REC		97,037.01		**97,037.01**
45853	COMM	98164TAB8	WOART 4.38% MAT	Interest	07/15/2025	08/15/2028	WORLD OMNI AUTO			45,625.00	**45,625.00**
45853	COMM	98164TAB8	WOART 4.38% MAT	Redemption	07/15/2025	08/15/2028	WORLD OMNI AUTO		311,303.16		**311,303.16**
45854	COMM	02582JKP4	AMXCA 4.28% MAT	Interest	07/15/2025	04/15/2030	AMERICAN			85,600.01	**85,600.01**
45854	COMM	02582JKP4	AMXCA 4.28% MAT	Redemption	07/15/2025	04/15/2030	AMERICAN		381,085.75		**381,085.75**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
45910	COMM	58768YAD7	MBALT 4.61% MAT	Interest	07/15/2025	04/16/2029	MERCEDES-BENZ			44,179.17	**44,179.17**
45910	COMM	58768YAD7	MBALT 4.61% MAT	Redemption	07/15/2025	04/16/2029	MERCEDES-BENZ		227,462.01		**227,462.01**
45932	COMM	65481GAB1	NAROT 4.5% MAT	Interest	07/15/2025	02/15/2028	NISSAN AUTO			66,004.95	**66,004.95**
45932	COMM	65481GAB1	NAROT 4.5% MAT	Redemption	07/15/2025	02/15/2028	NISSAN AUTO		524,364.24		**524,364.24**
45935	COMM	41284XAD0	HDMOT 4.9% MAT	Interest	07/15/2025	04/15/2030	HARLEY-DAVIDSON			77,833.34	**77,833.34**
45935	COMM	41284XAD0	HDMOT 4.9% MAT	Redemption	07/15/2025	04/15/2030	HARLEY-DAVIDSON		312,817.29		**312,817.29**
		Totals for 07/15/2025						**899,893,221.53**	**1,031,213,262.9**	**3,146,821.45**	**134,466,862.84**
46205	COMM	16536HUH2	CHES DISC NOTE	Purchase	07/16/2025	07/17/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46200	COMM	313385JF4	FHDN DISC NOTE	Purchase	07/16/2025	07/17/2025	FHLB DISCOUNT	249,970,416.65			**-249,970,416.65**
46201	COMM	313385JF4	FHDN DISC NOTE	Purchase	07/16/2025	07/17/2025	FHLB DISCOUNT	149,982,250.50			**-149,982,250.50**
46203	COMM	313385JF4	FHDN DISC NOTE	Purchase	07/16/2025	07/17/2025	FHLB DISCOUNT	249,970,416.65			**-249,970,416.65**
46204	COMM	5148X0UH6	LANDES DISC NOTE	Purchase	07/16/2025	07/17/2025	LANDES	124,985,000.00			**-124,985,000.00**
46206	COMM	63873JUH1	NATXNY DISC NOTE	Purchase	07/16/2025	07/17/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
46193	COMM	313385JE7	FHDN DISC NOTE	Redemption	07/16/2025	07/16/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46194	COMM	313385JE7	FHDN DISC NOTE	Redemption	07/16/2025	07/16/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46195	COMM	313385JE7	FHDN DISC NOTE	Redemption	07/16/2025	07/16/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46196	COMM	5148X0UG8	LANDES DISC NOTE	Redemption	07/16/2025	07/16/2025	LANDES		125,000,000.00		**125,000,000.00**
46197	COMM	16536HUG4	CHES DISC NOTE	Redemption	07/16/2025	07/16/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46198	COMM	63873JUG3	NATXNY DISC NOTE	Redemption	07/16/2025	07/16/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Interest	07/16/2025	02/16/2027	GM FINANCIAL			5,993.34	**5,993.34**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Redemption	07/16/2025	02/16/2027	GM FINANCIAL		453,846.05		**453,846.05**
45851	COMM	362549AD9	GMCAR 4.28% MAT	Interest	07/16/2025	04/16/2030	GM FINANCIAL			30,316.69	**30,316.69**
45851	COMM	362549AD9	GMCAR 4.28% MAT	Redemption	07/16/2025	04/16/2030	GM FINANCIAL		134,950.44		**134,950.44**
		Totals for 07/16/2025						**899,893,042.13**	**900,588,796.49**	**36,310.03**	**732,064.39**
46212	COMM	16536HUJ8	CHES DISC NOTE	Purchase	07/17/2025	07/18/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46208	COMM	313385JG2	FHDN DISC NOTE	Purchase	07/17/2025	07/18/2025	FHLB DISCOUNT	224,973,499.50			**-224,973,499.50**
46209	COMM	313385JG2	FHDN DISC NOTE	Purchase	07/17/2025	07/18/2025	FHLB DISCOUNT	149,982,333.00			**-149,982,333.00**
46210	COMM	313385JG2	FHDN DISC NOTE	Purchase	07/17/2025	07/18/2025	FHLB DISCOUNT	249,970,555.55			**-249,970,555.55**
46171	COMM	3137HMC73	FHLMCM 4.84926%	Purchase	07/17/2025	05/25/2030	FHLMC	25,000,000.00			**-25,000,000.00**
46179	COMM	47800UAD8	JDOT 4.17% MAT	Purchase	07/17/2025	12/17/2029	JOHN DEERE	32,992,330.80			**-32,992,330.80**
46211	COMM	5148X0UJ2	LANDES DISC NOTE	Purchase	07/17/2025	07/18/2025	LANDES	124,985,000.00			**-124,985,000.00**
46213	COMM	63873JUJ7	NATXNY DISC NOTE	Purchase	07/17/2025	07/18/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
46200	COMM	313385JF4	FHDN DISC NOTE	Redemption	07/17/2025	07/17/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46201	COMM	313385JF4	FHDN DISC NOTE	Redemption	07/17/2025	07/17/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46203	COMM	313385JF4	FHDN DISC NOTE	Redemption	07/17/2025	07/17/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46204	COMM	5148X0UH6	LANDES DISC NOTE	Redemption	07/17/2025	07/17/2025	LANDES		125,000,000.00		**125,000,000.00**
46205	COMM	16536HUH2	CHES DISC NOTE	Redemption	07/17/2025	07/17/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46206	COMM	63873JUH1	NATXNY DISC NOTE	Redemption	07/17/2025	07/17/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
45581	COMM	30608HBC8	FALCN 4.54% MAT	Interest	07/17/2025	10/17/2025	Falcon Asset Funding			229,866.66	**229,866.66**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
		Totals for 07/17/2025						**932,888,677.18**	**900,000,000.00**	**229,866.66**	**-32,658,810.52**
46220	COMM	16536HUM1	CHES DISC NOTE	Purchase	07/18/2025	07/21/2025	CHESHAM FINANCE	74,972,875.00			**-74,972,875.00**
46216	COMM	313385JK3	FHDN DISC NOTE	Purchase	07/18/2025	07/21/2025	FHLB DISCOUNT	249,911,875.00			**-249,911,875.00**
46217	COMM	313385JK3	FHDN DISC NOTE	Purchase	07/18/2025	07/21/2025	FHLB DISCOUNT	149,947,125.00			**-149,947,125.00**
46218	COMM	313385JK3	FHDN DISC NOTE	Purchase	07/18/2025	07/21/2025	FHLB DISCOUNT	249,911,875.00			**-249,911,875.00**
46238	COMM	3136B2HA3	FNMDN 3.354% MAT	Purchase	07/18/2025	07/25/2028	FANNIE MAE	14,412,786.97			**-14,412,786.97**
46219	COMM	5148X0UM5	LANDES DISC NOTE	Purchase	07/18/2025	07/21/2025	LANDES	124,955,000.00			**-124,955,000.00**
46221	COMM	63873JUM0	NATXNY DISC NOTE	Purchase	07/18/2025	07/21/2025	NATIXIS NY	49,982,000.00			**-49,982,000.00**
45077	COMM	05973RDD1	BANS 4.57% MAT	Redemption	07/18/2025	07/18/2025	BANCO SANTANDER		65,000,000.00		**65,000,000.00**
45580	COMM	86564P5J6	SUMTNY 4.42% MAT	Redemption	07/18/2025	07/18/2025	SUMITOMO MITSUI		60,000,000.00		**60,000,000.00**
46208	COMM	313385JG2	FHDN DISC NOTE	Redemption	07/18/2025	07/18/2025	FHLB DISCOUNT		225,000,000.00		**225,000,000.00**
46209	COMM	313385JG2	FHDN DISC NOTE	Redemption	07/18/2025	07/18/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46210	COMM	313385JG2	FHDN DISC NOTE	Redemption	07/18/2025	07/18/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46211	COMM	5148X0UJ2	LANDES DISC NOTE	Redemption	07/18/2025	07/18/2025	LANDES		125,000,000.00		**125,000,000.00**
46212	COMM	16536HUJ8	CHES DISC NOTE	Redemption	07/18/2025	07/18/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46213	COMM	63873JUJ7	NATXNY DISC NOTE	Redemption	07/18/2025	07/18/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
45077	COMM	05973RDD1	BANS 4.57% MAT	Interest	07/18/2025	07/18/2025	BANCO SANTANDER			1,856,562.50	**1,856,562.50**
45580	COMM	86564P5J6	SUMTNY 4.42% MAT	Interest	07/18/2025	07/18/2025	SUMITOMO MITSUI			223,750.02	**223,750.02**
		Totals for 07/18/2025						**914,093,536.97**	**1,000,000,000.0**	**2,080,312.52**	**87,986,775.55**
46226	COMM	16536HUN9	CHES DISC NOTE	Purchase	07/21/2025	07/22/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46222	COMM	313385JL1	FHDN DISC NOTE	Purchase	07/21/2025	07/22/2025	FHLB DISCOUNT	249,970,694.45			**-249,970,694.45**
46223	COMM	313385JL1	FHDN DISC NOTE	Purchase	07/21/2025	07/22/2025	FHLB DISCOUNT	149,982,417.00			**-149,982,417.00**
46224	COMM	313385JL1	FHDN DISC NOTE	Purchase	07/21/2025	07/22/2025	FHLB DISCOUNT	249,970,694.45			**-249,970,694.45**
46228	COMM	3140NY4X6	FNMDN 4.48% MAT	Purchase	07/21/2025	07/01/2030	FNMA	30,752,000.29			**-30,752,000.29**
46225	COMM	5148X0UN3	LANDES DISC NOTE	Purchase	07/21/2025	07/22/2025	LANDES	124,985,000.00			**-124,985,000.00**
46227	COMM	63873JUN8	NATXNY DISC NOTE	Purchase	07/21/2025	07/22/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
45581	COMM	30608HBC8	FALCN 4.54% MAT	Redemption	07/21/2025	10/17/2025	Falcon Asset Funding		60,000,000.00		**60,000,000.00**
46216	COMM	313385JK3	FHDN DISC NOTE	Redemption	07/21/2025	07/21/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46217	COMM	313385JK3	FHDN DISC NOTE	Redemption	07/21/2025	07/21/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46218	COMM	313385JK3	FHDN DISC NOTE	Redemption	07/21/2025	07/21/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46219	COMM	5148X0UM5	LANDES DISC NOTE	Redemption	07/21/2025	07/21/2025	LANDES		125,000,000.00		**125,000,000.00**
46220	COMM	16536HUM1	CHES DISC NOTE	Redemption	07/21/2025	07/21/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46221	COMM	63873JUM0	NATXNY DISC NOTE	Redemption	07/21/2025	07/21/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
42402	COMM	3133ENB33	FEDERAL FARM CR	Interest	07/21/2025	07/19/2027	FFCB NOTES			305,000.00	**305,000.00**
43134	COMM	24422EWR6	DEERE JOHN	Interest	07/21/2025	01/20/2028	JOHN DEERE			450,395.00	**450,395.00**
45274	COMM	21688ABK7	RABO 4.883% MAT	Interest	07/21/2025	01/21/2028	RABOBANK			610,375.00	**610,375.00**
45581	COMM	30608HBC8	FALCN 4.54% MAT	Interest	07/21/2025	10/17/2025	Falcon Asset Funding			30,649.98	**30,649.98**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Interest	07/21/2025	04/21/2027	HONDA AUTO			30,394.14	**30,394.14**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Redemption	07/21/2025	04/21/2027	HONDA AUTO		759,063.70		**759,063.70**
43336	COMM	88167PAC2	TESLA 5.89% MAT	Interest	07/21/2025	06/22/2026	TESLA AUTO LEASE			3,414.26	**3,414.26**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43336	COMM	88167PAC2	TESLA 5.89% MAT	Redemption	07/21/2025	06/22/2026	TESLA AUTO LEASE		521,887.51		**521,887.51**
43617	COMM	438123AB7	HAROT 5.87% MAT	Interest	07/21/2025	06/22/2026	HONDA AUTO			9,506.26	**9,506.26**
43617	COMM	438123AB7	HAROT 5.87% MAT	Redemption	07/21/2025	06/22/2026	HONDA AUTO		1,909,664.33		**1,909,664.33**
43771	COMM	92348KCL5	VZMT 5.% MAT	Interest	07/21/2025	12/20/2028	VERIZON MASTER			72,916.67	**72,916.67**
43771	COMM	92348KCL5	VZMT 5.% MAT	Redemption	07/21/2025	12/20/2028	VERIZON MASTER		434,344.41		**434,344.41**
44146	COMM	362548AD1	GMALT 5.05% MAT	Interest	07/21/2025	07/20/2026	GM FIN'CL AUTO			16,229.63	**16,229.63**
44146	COMM	362548AD1	GMALT 5.05% MAT	Redemption	07/21/2025	07/20/2026	GM FIN'CL AUTO		2,847,326.61		**2,847,326.61**
44629	COMM	73328AAD1	PILOT 4.67% MAT	Interest	07/21/2025	11/22/2027	PORSCHE			29,187.50	**29,187.50**
44629	COMM	73328AAD1	PILOT 4.67% MAT	Redemption	07/21/2025	11/22/2027	PORSCHE		249,601.53		**249,601.53**
44817	COMM	881934AD5	TESLA 2024-B A3	Interest	07/21/2025	11/20/2026	TESLA AUTO LEASE			110,458.34	**110,458.34**
44817	COMM	881934AD5	TESLA 2024-B A3	Redemption	07/21/2025	11/20/2026	TESLA AUTO LEASE		1,605,763.93		**1,605,763.93**
44988	COMM	92868RAD0	VALET 2024-1 A3	Interest	07/21/2025	07/20/2029	VOLKSWAGEN			57,875.00	**57,875.00**
44988	COMM	92868RAD0	VALET 2024-1 A3	Redemption	07/21/2025	07/20/2029	VOLKSWAGEN		298,430.39		**298,430.39**
45606	COMM	92348KDZ3	VZMT 4.88% MAT	Interest	07/21/2025	03/20/2030	VERIZON MASTER			86,368.32	**86,368.32**
45606	COMM	92348KDZ3	VZMT 4.88% MAT	Redemption	07/21/2025	03/20/2030	VERIZON MASTER		333,804.96		**333,804.96**
45850	COMM	05594BAD8	BAAT 4.35% MAT	Interest	07/21/2025	11/20/2029	BANK OF AMERICA			27,187.50	**27,187.50**
45850	COMM	05594BAD8	BAAT 4.35% MAT	Redemption	07/21/2025	11/20/2029	BANK OF AMERICA		132,292.99		**132,292.99**
45933	COMM	362962AD4	GMALT 4.58% MAT	Interest	07/21/2025	05/22/2028	GM FIN'CL AUTO			73,470.86	**73,470.86**
45933	COMM	362962AD4	GMALT 4.58% MAT	Redemption	07/21/2025	05/22/2028	GM FIN'CL AUTO		506,099.10		**506,099.10**
46034	COMM	92868WAD9	VWALT 4.5% MAT	Interest	07/21/2025	06/20/2028	VOLKSWAGEN			58,781.25	**58,781.25**
46034	COMM	92868WAD9	VWALT 4.5% MAT	Redemption	07/21/2025	06/20/2028	VOLKSWAGEN		372,745.34		**372,745.34**
		Totals for 07/21/2025						**930,645,764.52**	**969,971,024.80**	**1,972,209.71**	**41,297,469.99**
46235	COMM	16536HUP4	CHES DISC NOTE	Purchase	07/22/2025	07/23/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46231	COMM	313385JM9	FHDN DISC NOTE	Purchase	07/22/2025	07/23/2025	FHLB DISCOUNT	249,970,625.00			**-249,970,625.00**
46232	COMM	313385JM9	FHDN DISC NOTE	Purchase	07/22/2025	07/23/2025	FHLB DISCOUNT	149,982,375.00			**-149,982,375.00**
46233	COMM	313385JM9	FHDN DISC NOTE	Purchase	07/22/2025	07/23/2025	FHLB DISCOUNT	249,970,625.00			**-249,970,625.00**
46234	COMM	5148X0UP8	LANDES DISC NOTE	Purchase	07/22/2025	07/23/2025	LANDES	124,985,000.00			**-124,985,000.00**
46236	COMM	63873JUP3	NATXNY DISC NOTE	Purchase	07/22/2025	07/23/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
40534	COMM	3136G4A45	FEDERAL NATL MTG	Redemption	07/22/2025	07/22/2025	FNMA NOTES		20,000,000.00		**20,000,000.00**
46222	COMM	313385JL1	FHDN DISC NOTE	Redemption	07/22/2025	07/22/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46223	COMM	313385JL1	FHDN DISC NOTE	Redemption	07/22/2025	07/22/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46224	COMM	313385JL1	FHDN DISC NOTE	Redemption	07/22/2025	07/22/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46225	COMM	5148X0UN3	LANDES DISC NOTE	Redemption	07/22/2025	07/22/2025	LANDES		125,000,000.00		**125,000,000.00**
46226	COMM	16536HUN9	CHES DISC NOTE	Redemption	07/22/2025	07/22/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46227	COMM	63873JUN8	NATXNY DISC NOTE	Redemption	07/22/2025	07/22/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
40534	COMM	3136G4A45	FEDERAL NATL MTG	Interest	07/22/2025	07/22/2025	FNMA NOTES			71,000.00	**71,000.00**
45785	COMM	24703UAC7	DEFT 4.68% MAT	Interest	07/22/2025	07/22/2027	DELL EQUIPMENT			23,400.00	**23,400.00**
45785	COMM	24703UAC7	DEFT 4.68% MAT	Redemption	07/22/2025	07/22/2027	DELL EQUIPMENT		231,840.43		**231,840.43**
		Totals for 07/22/2025						**899,893,583.33**	**920,231,840.43**	**94,400.00**	**20,432,657.10**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46243	COMM	16536HUQ2	CHES DISC NOTE	Purchase	07/23/2025	07/24/2025	CHESHAM FINANCE	74,990,958.33			-74,990,958.33
46239	COMM	313385JN7	FHDN DISC NOTE	Purchase	07/23/2025	07/24/2025	FHLB DISCOUNT	249,970,763.90			-249,970,763.90
46240	COMM	313385JN7	FHDN DISC NOTE	Purchase	07/23/2025	07/24/2025	FHLB DISCOUNT	149,982,459.00			-149,982,459.00
46241	COMM	313385JN7	FHDN DISC NOTE	Purchase	07/23/2025	07/24/2025	FHLB DISCOUNT	249,970,763.90			-249,970,763.90
46242	COMM	5148X0UQ6	LANDES DISC NOTE	Purchase	07/23/2025	07/24/2025	LANDES	124,985,000.00			-124,985,000.00
46244	COMM	63873JUQ1	NATXNY DISC NOTE	Purchase	07/23/2025	07/24/2025	NATIXIS NY	49,994,000.00			-49,994,000.00
46231	COMM	313385JM9	FHDN DISC NOTE	Redemption	07/23/2025	07/23/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46232	COMM	313385JM9	FHDN DISC NOTE	Redemption	07/23/2025	07/23/2025	FHLB DISCOUNT		150,000,000.00		150,000,000.00
46233	COMM	313385JM9	FHDN DISC NOTE	Redemption	07/23/2025	07/23/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46234	COMM	5148X0UP8	LANDES DISC NOTE	Redemption	07/23/2025	07/23/2025	LANDES		125,000,000.00		125,000,000.00
46235	COMM	16536HUP4	CHES DISC NOTE	Redemption	07/23/2025	07/23/2025	CHESHAM FINANCE		75,000,000.00		75,000,000.00
46236	COMM	63873JUP3	NATXNY DISC NOTE	Redemption	07/23/2025	07/23/2025	NATIXIS NY		50,000,000.00		50,000,000.00
		Totals for 07/23/2025						**899,893,945.13**	**900,000,000.00**		**106,054.87**
46249	COMM	16536HUR0	CHES DISC NOTE	Purchase	07/24/2025	07/25/2025	CHESHAM FINANCE	74,990,958.33			-74,990,958.33
46245	COMM	313385JP2	FHDN DISC NOTE	Purchase	07/24/2025	07/25/2025	FHLB DISCOUNT	249,970,833.35			-249,970,833.35
46246	COMM	313385JP2	FHDN DISC NOTE	Purchase	07/24/2025	07/25/2025	FHLB DISCOUNT	149,982,499.50			-149,982,499.50
46247	COMM	313385JP2	FHDN DISC NOTE	Purchase	07/24/2025	07/25/2025	FHLB DISCOUNT	249,970,833.35			-249,970,833.35
46248	COMM	5148X0UR4	LANDES DISC NOTE	Purchase	07/24/2025	07/25/2025	LANDES	124,985,000.00			-124,985,000.00
46250	COMM	63873JUR9	NATXNY DISC NOTE	Purchase	07/24/2025	07/25/2025	NATIXIS NY	49,994,000.00			-49,994,000.00
46239	COMM	313385JN7	FHDN DISC NOTE	Redemption	07/24/2025	07/24/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46240	COMM	313385JN7	FHDN DISC NOTE	Redemption	07/24/2025	07/24/2025	FHLB DISCOUNT		150,000,000.00		150,000,000.00
46241	COMM	313385JN7	FHDN DISC NOTE	Redemption	07/24/2025	07/24/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46242	COMM	5148X0UQ6	LANDES DISC NOTE	Redemption	07/24/2025	07/24/2025	LANDES		125,000,000.00		125,000,000.00
46243	COMM	16536HUQ2	CHES DISC NOTE	Redemption	07/24/2025	07/24/2025	CHESHAM FINANCE		75,000,000.00		75,000,000.00
46244	COMM	63873JUQ1	NATXNY DISC NOTE	Redemption	07/24/2025	07/24/2025	NATIXIS NY		50,000,000.00		50,000,000.00
45769	COMM	3133ETES2	FFCB 4.57% MAT	Interest	07/24/2025	04/24/2028	FFCB NOTES			519,537.50	519,537.50
		Totals for 07/24/2025						**899,894,124.53**	**900,000,000.00**	**519,537.50**	**625,412.97**
46254	COMM	5148X0UU7	BA DISC NOTE MAT	Purchase	07/25/2025	07/28/2025	BANK OF AMERICA	124,955,000.00			-124,955,000.00
46255	COMM	16536HUU3	CHES DISC NOTE	Purchase	07/25/2025	07/28/2025	CHESHAM FINANCE	74,972,875.00			-74,972,875.00
46251	COMM	313385JS6	FHDN DISC NOTE	Purchase	07/25/2025	07/28/2025	FHLB DISCOUNT	249,911,458.35			-249,911,458.35
46252	COMM	313385JS6	FHDN DISC NOTE	Purchase	07/25/2025	07/28/2025	FHLB DISCOUNT	149,946,874.50			-149,946,874.50
46253	COMM	313385JS6	FHDN DISC NOTE	Purchase	07/25/2025	07/28/2025	FHLB DISCOUNT	249,911,458.35			-249,911,458.35
46256	COMM	63873JUU2	NATXNY DISC NOTE	Purchase	07/25/2025	07/28/2025	NATIXIS NY	49,982,000.00			-49,982,000.00
43628	COMM	3137BLVK1	FHLMCM 3.116%	Redemption	07/25/2025	07/25/2025	FHLMC		25,500,000.00		25,500,000.00
45075	COMM	78015J6L6	RBCNY 4.5% MAT	Redemption	07/25/2025	07/25/2025	Royal Bank of		100,000,000.00		100,000,000.00
46245	COMM	313385JP2	FHDN DISC NOTE	Redemption	07/25/2025	07/25/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46246	COMM	313385JP2	FHDN DISC NOTE	Redemption	07/25/2025	07/25/2025	FHLB DISCOUNT		150,000,000.00		150,000,000.00
46247	COMM	313385JP2	FHDN DISC NOTE	Redemption	07/25/2025	07/25/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46248	COMM	5148X0UR4	LANDES DISC NOTE	Redemption	07/25/2025	07/25/2025	LANDES		125,000,000.00		125,000,000.00
46249	COMM	16536HUR0	CHES DISC NOTE	Redemption	07/25/2025	07/25/2025	CHESHAM FINANCE		75,000,000.00		75,000,000.00

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46250	COMM	63873JUR9	NATXNY DISC NOTE	Redemption	07/25/2025	07/25/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
45075	COMM	78015J6L6	RBCNY 4.5% MAT	Interest	07/25/2025	07/25/2025	Royal Bank of			2,900,000.00	**2,900,000.00**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	07/25/2025	03/25/2026	FHLMC			6,048.42	**6,048.42**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	07/25/2025	03/25/2026	FHLMC		330,393.92		**330,393.92**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	07/25/2025	07/25/2026	FHLMC			8,940.48	**8,940.48**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	07/25/2025	07/25/2026	FHLMC		273,397.20		**273,397.20**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	07/25/2025	10/01/2025	FHLMC			28,006.42	**28,006.42**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	07/25/2025	10/01/2025	FHLMC		27,483.91		**27,483.91**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	07/25/2025	10/25/2025	FHLMC			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	07/25/2025	10/25/2025	FHLMC		1,469,669.24		**1,469,669.24**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	07/25/2025	09/25/2029	FHLMC			2,041.33	**2,041.33**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	07/25/2025	09/25/2029	FHLMC		1,310.03		**1,310.03**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	07/25/2025	10/01/2025	FHLMC			28,875.00	**28,875.00**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	07/25/2025	10/01/2025	FHLMC		11,496,622.83		**11,496,622.83**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	07/25/2025	07/01/2026	FNMA			18,418.27	**18,418.27**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	07/25/2025	07/01/2026	FNMA		16,885.50		**16,885.50**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	07/25/2025	09/25/2027	FHLMC			1,065.91	**1,065.91**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	07/25/2025	09/25/2027	FHLMC		71,129.53		**71,129.53**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	07/25/2025	10/25/2025	FHLMC			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	07/25/2025	10/25/2025	FHLMC				**0.00**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	07/25/2025	06/25/2027	FHLMC			4,726.40	**4,726.40**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	07/25/2025	06/25/2027	FHLMC		18,263.14		**18,263.14**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Interest	07/25/2025	07/25/2027	FHLMC			24,929.41	**24,929.41**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Redemption	07/25/2025	07/25/2027	FHLMC		533,699.10		**533,699.10**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Interest	07/25/2025	08/25/2027	FHLMC			11,264.63	**11,264.63**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Redemption	07/25/2025	08/25/2027	FHLMC		175,420.30		**175,420.30**
41222	COMM	3137H14A1	FHLMCM 0.854%	Interest	07/25/2025	01/25/2028	FHLMC			8,385.30	**8,385.30**
41222	COMM	3137H14A1	FHLMCM 0.854%	Redemption	07/25/2025	01/25/2028	FHLMC		372,190.86		**372,190.86**
41228	COMM	3136AUG21	FNMAM 2.49552%	Interest	07/25/2025	10/25/2026	FNMA			33,857.99	**33,857.99**
41228	COMM	3136AUG21	FNMAM 2.49552%	Redemption	07/25/2025	10/25/2026	FNMA		395,286.25		**395,286.25**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Interest	07/25/2025	11/01/2026	FHLMC			26,250.00	**26,250.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Redemption	07/25/2025	11/01/2026	FHLMC		986,925.94		**986,925.94**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Interest	07/25/2025	11/01/2031	FHLMC SINGLE			9,742.01	**9,742.01**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Redemption	07/25/2025	11/01/2031	FHLMC SINGLE		214,826.07		**214,826.07**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Interest	07/25/2025	11/01/2031	FNMA SINGLE			9,272.81	**9,272.81**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Redemption	07/25/2025	11/01/2031	FNMA SINGLE		217,479.30		**217,479.30**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Interest	07/25/2025	09/01/2031	FNMA SINGLE			16,797.10	**16,797.10**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Redemption	07/25/2025	09/01/2031	FNMA SINGLE		339,206.10		**339,206.10**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Interest	07/25/2025	01/01/2032	FHLMC SINGLE			15,198.49	**15,198.49**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Redemption	07/25/2025	01/01/2032	FHLMC SINGLE		189,992.66		**189,992.66**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Interest	07/25/2025	12/01/2031	FNMA SINGLE			13,304.80	**13,304.80**

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41676	COMM	31418EAD2	FNMAP 1.5% MAT	Redemption	07/25/2025	12/01/2031	FNMA SINGLE		222,912.20		**222,912.20**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Interest	07/25/2025	07/25/2029	FHLMC			27,682.34	**27,682.34**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Redemption	07/25/2025	07/25/2029	FHLMC		280,381.53		**280,381.53**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Interest	07/25/2025	04/01/2026	FNMA			23,264.14	**23,264.14**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Redemption	07/25/2025	04/01/2026	FNMA		18,912.30		**18,912.30**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Interest	07/25/2025	03/25/2027	FHLMC			22,390.14	**22,390.14**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Redemption	07/25/2025	03/25/2027	FHLMC		83,608.96		**83,608.96**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	07/25/2025	01/01/2026	FNMA			90,416.67	**90,416.67**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	07/25/2025	01/01/2026	FNMA		5,144,649.07		**5,144,649.07**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Interest	07/25/2025	04/25/2027	FHLMC			13,134.68	**13,134.68**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Redemption	07/25/2025	04/25/2027	FHLMC		541,836.24		**541,836.24**
42093	COMM	3137F1G44	FHLMCM 3.243%	Interest	07/25/2025	04/25/2027	FHLMC			94,587.50	**94,587.50**
42093	COMM	3137F1G44	FHLMCM 3.243%	Redemption	07/25/2025	04/25/2027	FHLMC		1,664,669.06		**1,664,669.06**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Interest	07/25/2025	03/25/2027	FHLMC			107,466.68	**107,466.68**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Redemption	07/25/2025	03/25/2027	FHLMC		1,978,779.44		**1,978,779.44**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Interest	07/25/2025	06/25/2027	FHLMC			90,912.50	**90,912.50**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Redemption	07/25/2025	06/25/2027	FHLMC		1,528,445.39		**1,528,445.39**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Interest	07/25/2025	07/01/2026	FNMA NOTES			75,305.64	**75,305.64**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Redemption	07/25/2025	07/01/2026	FNMA NOTES		97,901.55		**97,901.55**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Interest	07/25/2025	10/01/2026	FNMA			41,166.67	**41,166.67**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Redemption	07/25/2025	10/01/2026	FNMA		1,293,747.26		**1,293,747.26**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Interest	07/25/2025	08/25/2026	FNMA			92,729.29	**92,729.29**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Redemption	07/25/2025	08/25/2026	FNMA		63,903.16		**63,903.16**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	07/25/2025	06/01/2026	FNMA			32,812.50	**32,812.50**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	07/25/2025	06/01/2026	FNMA		1,274,812.18		**1,274,812.18**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	07/25/2025	06/01/2026	FNMA			32,812.50	**32,812.50**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	07/25/2025	06/01/2026	FNMA				**0.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Interest	07/25/2025	04/25/2027	FHLMC			54,050.00	**54,050.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Redemption	07/25/2025	04/25/2027	FHLMC				**0.00**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Interest	07/25/2025	07/01/2026	FNMA			42,833.33	**42,833.33**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Redemption	07/25/2025	07/01/2026	FNMA		1,574,250.58		**1,574,250.58**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Interest	07/25/2025	08/25/2026	BMW VEHICLE			3,268.26	**3,268.26**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Redemption	07/25/2025	08/25/2026	BMW VEHICLE		461,683.71		**461,683.71**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Interest	07/25/2025	11/01/2026	FNMA			54,750.00	**54,750.00**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Redemption	07/25/2025	11/01/2026	FNMA		1,819,062.26		**1,819,062.26**
42205	COMM	3137FMD25	FHLMCM 2.875%	Interest	07/25/2025	04/25/2026	FHLMC			47,772.91	**47,772.91**
42205	COMM	3137FMD25	FHLMCM 2.875%	Redemption	07/25/2025	04/25/2026	FHLMC		1,869,733.85		**1,869,733.85**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	07/25/2025	06/01/2026	FNMA			17,500.00	**17,500.00**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	07/25/2025	06/01/2026	FNMA				**0.00**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Interest	07/25/2025	08/25/2027	FHLMC			29,255.59	**29,255.59**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Redemption	07/25/2025	08/25/2027	FHLMC		416,946.57		**416,946.57**

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42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Interest	07/25/2025	12/01/2025	FNMA			27,000.20	**27,000.20**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Redemption	07/25/2025	12/01/2025	FNMA		16,963.93		**16,963.93**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Interest	07/25/2025	02/25/2027	FHLMC			54,800.00	**54,800.00**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Redemption	07/25/2025	02/25/2027	FHLMC		985,618.05		**985,618.05**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Interest	07/25/2025	01/01/2026	FNMA			25,833.33	**25,833.33**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Redemption	07/25/2025	01/01/2026	FNMA		1,421,253.27		**1,421,253.27**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Interest	07/25/2025	07/01/2026	FNMA NOTES			80,666.67	**80,666.67**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Redemption	07/25/2025	07/01/2026	FNMA NOTES		3,053,946.51		**3,053,946.51**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Interest	07/25/2025	12/01/2027	FHLMC			24,262.61	**24,262.61**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Redemption	07/25/2025	12/01/2027	FHLMC		700,574.24		**700,574.24**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Interest	07/25/2025	11/01/2027	FHLMC			135,327.15	**135,327.15**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Redemption	07/25/2025	11/01/2027	FHLMC		63,029.25		**63,029.25**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Interest	07/25/2025	12/25/2027	FHLMC			58,894.45	**58,894.45**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Redemption	07/25/2025	12/25/2027	FHLMC		599,809.08		**599,809.08**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Interest	07/25/2025	02/01/2028	FHLMC			111,656.67	**111,656.67**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Redemption	07/25/2025	02/01/2028	FHLMC		1,059,922.89		**1,059,922.89**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Interest	07/25/2025	01/01/2028	FNMA			88,072.22	**88,072.22**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Redemption	07/25/2025	01/01/2028	FNMA		824,739.07		**824,739.07**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Interest	07/25/2025	07/25/2026	FREDDIE MAC			17,410.05	**17,410.05**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Redemption	07/25/2025	07/25/2026	FREDDIE MAC		46,799.88		**46,799.88**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Interest	07/25/2025	01/01/2028	FNMA			112,299.85	**112,299.85**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Redemption	07/25/2025	01/01/2028	FNMA		1,087,722.75		**1,087,722.75**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Interest	07/25/2025	09/01/2027	FNMA			73,541.67	**73,541.67**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Redemption	07/25/2025	09/01/2027	FNMA		992,157.79		**992,157.79**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Interest	07/25/2025	02/01/2028	FNMA			86,875.00	**86,875.00**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Redemption	07/25/2025	02/01/2028	FNMA		851,250.39		**851,250.39**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Interest	07/25/2025	06/01/2028	FNMA			82,711.42	**82,711.42**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Redemption	07/25/2025	06/01/2028	FNMA		700,956.31		**700,956.31**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Interest	07/25/2025	08/25/2025	FHLMC			45,282.93	**45,282.93**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Redemption	07/25/2025	08/25/2025	FHLMC		8,556,198.75		**8,556,198.75**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Interest	07/25/2025	07/01/2028	FNMA			86,728.95	**86,728.95**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Redemption	07/25/2025	07/01/2028	FNMA		629,250.92		**629,250.92**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Interest	07/25/2025	07/01/2028	FHLMC			52,056.65	**52,056.65**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Redemption	07/25/2025	07/01/2028	FHLMC		400,988.14		**400,988.14**
43628	COMM	3137BLVK1	FHLMCM 3.116%	Interest	07/25/2025	07/25/2025	FHLMC			522,183.87	**522,183.87**
43628	COMM	3137BLVK1	FHLMCM 3.116%	Redemption	07/25/2025	07/25/2025	FHLMC		12,343,157.28		**12,343,157.28**
43628	COMM	3137BLVK1	FHLMCM 3.116%	Interest	07/25/2025	07/25/2025	FHLMC			52,972.00	**52,972.00**
43628	COMM	3137BLVK1	FHLMCM 3.116%	Redemption	07/25/2025	07/25/2025	FHLMC				**0.00**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Interest	07/25/2025	06/01/2028	FREDDIE MAC			115,923.00	**115,923.00**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Redemption	07/25/2025	06/01/2028	FREDDIE MAC		787,767.49		**787,767.49**
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Interest	07/25/2025	10/25/2028	FHLMC			85,050.00	**85,050.00**

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43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Redemption	07/25/2025	10/25/2028	FHLMC		536,500.94		**536,500.94**
43889	COMM	3132XFND6	FHLMC 5.% MAT	Interest	07/25/2025	08/01/2028	FHLMC			171,358.33	**171,358.33**
43889	COMM	3132XFND6	FHLMC 5.% MAT	Redemption	07/25/2025	08/01/2028	FHLMC		1,126,846.22		**1,126,846.22**
44063	COMM	3142FFGN1	FNMAM 4.6% MAT	Interest	07/25/2025	01/01/2029	FNMA			153,333.33	**153,333.33**
44063	COMM	3142FFGN1	FNMAM 4.6% MAT	Redemption	07/25/2025	01/01/2029	FNMA		940,887.78		**940,887.78**
44297	COMM	096919AD7	BMWOT 5.18% MAT	Interest	07/25/2025	02/26/2029	BMW VEHICLE			73,383.34	**73,383.34**
44297	COMM	096919AD7	BMWOT 5.18% MAT	Redemption	07/25/2025	02/26/2029	BMW VEHICLE		379,555.17		**379,555.17**
44491	COMM	3136B06Q4	FNMA 5.77% MAT	Interest	07/25/2025	04/25/2030	FNMA NOTES			19,254.91	**19,254.91**
44491	COMM	3136B06Q4	FNMA 5.77% MAT	Redemption	07/25/2025	04/25/2030	FNMA NOTES		5,672.39		**5,672.39**
44670	COMM	3138LMNE9	FNMAM 5.766% MAT	Interest	07/25/2025	03/01/2028	FNMA			65,483.43	**65,483.43**
44670	COMM	3138LMNE9	FNMAM 5.766% MAT	Redemption	07/25/2025	03/01/2028	FNMA		24,853.83		**24,853.83**
44805	COMM	313637Q52	FN 109476 MTG	Interest	07/25/2025	08/01/2028	FNMA			65,625.00	**65,625.00**
44805	COMM	313637Q52	FN 109476 MTG	Redemption	07/25/2025	08/01/2028	FNMA		618,525.53		**618,525.53**
45059	COMM	3137H74L4	FHLMC 5.30243%	Interest	07/25/2025	04/25/2030	FHLMC NOTES			95,943.95	**95,943.95**
45059	COMM	3137H74L4	FHLMC 5.30243%	Redemption	07/25/2025	04/25/2030	FHLMC NOTES		3,181,069.58		**3,181,069.58**
45093	COMM	3132XKXC6	FHLMC 4.39% MAT	Interest	07/25/2025	10/01/2029	FHLMC NOTES			73,166.67	**73,166.67**
45093	COMM	3132XKXC6	FHLMC 4.39% MAT	Redemption	07/25/2025	10/01/2029	FHLMC NOTES		370,605.62		**370,605.62**
45140	COMM	3132XKXC6-A	FHLMC 4.39% MAT	Interest	07/25/2025	10/01/2029	FHLMC NOTES			36,583.33	**36,583.33**
45140	COMM	3132XKXC6-A	FHLMC 4.39% MAT	Redemption	07/25/2025	10/01/2029	FHLMC NOTES		184,064.44		**184,064.44**
45367	COMM	096924AD7	BMWOT 4.56% MAT	Interest	07/25/2025	09/25/2029	BMW VEHICLE			95,000.00	**95,000.00**
45367	COMM	096924AD7	BMWOT 4.56% MAT	Redemption	07/25/2025	09/25/2029	BMW VEHICLE		465,668.14		**465,668.14**
45492	COMM	3132XKSM0	FREDM 4.5% MAT	Interest	07/25/2025	07/01/2029	FREDDIE MAC			91,031.25	**91,031.25**
45492	COMM	3132XKSM0	FREDM 4.5% MAT	Redemption	07/25/2025	07/01/2029	FREDDIE MAC		492,034.72		**492,034.72**
45607	COMM	3137HJ5Z6	FHLMCM 4.84268%	Interest	07/25/2025	09/25/2029	FHLMC			59,964.21	**59,964.21**
45607	COMM	3137HJ5Z6	FHLMCM 4.84268%	Redemption	07/25/2025	09/25/2029	FHLMC		2,870.85		**2,870.85**
45681	COMM	3137FMU67	FREDM 2.862% MAT	Interest	07/25/2025	05/25/2026	FREDDIE MAC			27,728.08	**27,728.08**
45681	COMM	3137FMU67	FREDM 2.862% MAT	Redemption	07/25/2025	05/25/2026	FREDDIE MAC		16,981.56		**16,981.56**
45706	COMM	3137HBPH1	FHLMCM 4.95268%	Interest	07/25/2025	01/25/2031	FHLMC			20,543.08	**20,543.08**
45706	COMM	3137HBPH1	FHLMCM 4.95268%	Redemption	07/25/2025	01/25/2031	FHLMC		3,583.11		**3,583.11**
46003	COMM	096912AD2	BMWLT 4.43% MAT	Interest	07/25/2025	06/26/2028	BMW VEHICLE			49,837.50	**49,837.50**
46003	COMM	096912AD2	BMWLT 4.43% MAT	Redemption	07/25/2025	06/26/2028	BMW VEHICLE		228,915.22		**228,915.22**
46077	COMM	3137HLY48	FHLMCM 4.404%	Interest	07/25/2025	04/25/2030	FHLMC			73,400.00	**73,400.00**
46077	COMM	3137HLY48	FHLMCM 4.404%	Redemption	07/25/2025	04/25/2030	FHLMC		307,510.72		**307,510.72**
46077	COMM	3137HLY48	FHLMCM 4.404%	Interest	07/25/2025	04/25/2030	FHLMC			-61,166.67	**-61,166.67**
46077	COMM	3137HLY48	FHLMCM 4.404%	Redemption	07/25/2025	04/25/2030	FHLMC				**0.00**
46078	COMM	3137BS5N9	FHLMCM 2.72% MAT	Interest	07/25/2025	07/25/2026	FHLMC			79,333.35	**79,333.35**
46078	COMM	3137BS5N9	FHLMCM 2.72% MAT	Redemption	07/25/2025	07/25/2026	FHLMC		2,591,148.00		**2,591,148.00**
46078	COMM	3137BS5N9	FHLMCM 2.72% MAT	Interest	07/25/2025	07/25/2026	FHLMC			-60,822.22	**-60,822.22**
46078	COMM	3137BS5N9	FHLMCM 2.72% MAT	Redemption	07/25/2025	07/25/2026	FHLMC				**0.00**
46079	COMM	3137BS5N9	FHLMCM 2.72% MAT	Interest	07/25/2025	07/25/2026	FHLMC			56,666.67	**56,666.67**
46079	COMM	3137BS5N9	FHLMCM 2.72% MAT	Redemption	07/25/2025	07/25/2026	FHLMC				**0.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46079	COMM	3137BS5N9	FHLMCM 2.72% MAT	Interest	07/25/2025	07/25/2026	FHLMC			-45,333.33	**-45,333.33**
46079	COMM	3137BS5N9	FHLMCM 2.72% MAT	Redemption	07/25/2025	07/25/2026	FHLMC				**0.00**
46121	COMM	3132XDCK7	FREDM 4.15% MAT	Interest	07/25/2025	05/01/2030	FREDDIE MAC			86,094.96	**86,094.96**
46121	COMM	3132XDCK7	FREDM 4.15% MAT	Redemption	07/25/2025	05/01/2030	FREDDIE MAC		28,799.95		**28,799.95**
46121	COMM	3132XDCK7	FREDM 4.15% MAT	Interest	07/25/2025	05/01/2030	FREDDIE MAC			-74,615.63	**-74,615.63**
46121	COMM	3132XDCK7	FREDM 4.15% MAT	Redemption	07/25/2025	05/01/2030	FREDDIE MAC				**0.00**
		Totals for 07/25/2025						**899,679,666.20**	**1,109,594,616.9**	**7,278,790.84**	**217,193,741.59**
46265	COMM	16536HUV1	CHES DISC NOTE	Purchase	07/28/2025	07/29/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46260	COMM	313385JT4	FHDN DISC NOTE	Purchase	07/28/2025	07/29/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46261	COMM	313385JT4	FHDN DISC NOTE	Purchase	07/28/2025	07/29/2025	FHLB DISCOUNT	149,982,291.00			**-149,982,291.00**
46262	COMM	313385JT4	FHDN DISC NOTE	Purchase	07/28/2025	07/29/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46264	COMM	5148X0UV5	LANDES DISC NOTE	Purchase	07/28/2025	07/29/2025	LANDES	124,985,000.00			**-124,985,000.00**
46266	COMM	63873JUV0	NATXNY DISC NOTE	Purchase	07/28/2025	07/29/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
42588	COMM	SYS42588	OPGXX	Purchase	07/28/2025		STATE STREET US	200,000,000.00			**-200,000,000.00**
40685	COMM	3136G46K4	FNMA 0.5% MAT	Redemption	07/28/2025	07/28/2025	FNMA NOTES		35,000,000.00		**35,000,000.00**
40686	COMM	3136G46K4	FNMA 0.5% MAT	Redemption	07/28/2025	07/28/2025	FNMA NOTES		14,000,000.00		**14,000,000.00**
40687	COMM	3136G46K4	FNMA 0.5% MAT	Redemption	07/28/2025	07/28/2025	FNMA NOTES		26,000,000.00		**26,000,000.00**
41545	COMM	459058JE4	IBRD 0.375% MAT	Redemption	07/28/2025	07/28/2025	INTL BANK RECON &		25,000,000.00		**25,000,000.00**
43111	COMM	459200KS9	INTERNATIONAL	Redemption	07/28/2025	07/27/2025	IBM		16,216,000.00		**16,216,000.00**
43345	COMM	3133EPRN7	FEDERAL FARM CR	Redemption	07/28/2025	07/28/2028	FFCB NOTES		14,966,250.00		**14,966,250.00**
43345	COMM	3133EPRN7	FEDERAL FARM CR	Cap G/L	07/28/2025	07/28/2028	FFCB NOTES		33,750.00		**33,750.00**
46251	COMM	313385JS6	FHDN DISC NOTE	Redemption	07/28/2025	07/28/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46252	COMM	313385JS6	FHDN DISC NOTE	Redemption	07/28/2025	07/28/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46253	COMM	313385JS6	FHDN DISC NOTE	Redemption	07/28/2025	07/28/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46254	COMM	5148X0UU7	BA DISC NOTE MAT	Redemption	07/28/2025	07/28/2025	BANK OF AMERICA		125,000,000.00		**125,000,000.00**
46255	COMM	16536HUU3	CHES DISC NOTE	Redemption	07/28/2025	07/28/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46256	COMM	63873JUU2	NATXNY DISC NOTE	Redemption	07/28/2025	07/28/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
40685	COMM	3136G46K4	FNMA 0.5% MAT	Interest	07/28/2025	07/28/2025	FNMA NOTES			87,500.00	**87,500.00**
40686	COMM	3136G46K4	FNMA 0.5% MAT	Interest	07/28/2025	07/28/2025	FNMA NOTES			35,000.00	**35,000.00**
40687	COMM	3136G46K4	FNMA 0.5% MAT	Interest	07/28/2025	07/28/2025	FNMA NOTES			65,000.00	**65,000.00**
41545	COMM	459058JE4	IBRD 0.375% MAT	Interest	07/28/2025	07/28/2025	INTL BANK RECON &			47,000.00	**47,000.00**
42641	COMM	3133ENV72	FEDERAL FARM CR	Interest	07/28/2025	07/27/2026	FFCB NOTES			562,500.00	**562,500.00**
42883	COMM	742718FY0	PROCTER &	Interest	07/28/2025	01/26/2026	PROCTER &			205,000.00	**205,000.00**
43111	COMM	459200KS9	INTERNATIONAL	Interest	07/28/2025	07/27/2025	IBM			324,320.00	**324,320.00**
43345	COMM	3133EPRN7	FEDERAL FARM CR	Interest	07/28/2025	07/28/2028	FFCB NOTES			378,750.00	**378,750.00**
45784	COMM	931142FM0	WMT 4.752932%	Interest	07/28/2025	04/28/2027	WALMART			60,293.57	**60,293.57**
		Totals for 07/28/2025						**1,099,893,221.5**	**1,031,216,000.0**	**1,765,363.57**	**-66,911,857.96**
46271	COMM	16536HUW9	CHES DISC NOTE	Purchase	07/29/2025	07/30/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46267	COMM	313385JU1	FHDN DISC NOTE	Purchase	07/29/2025	07/30/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46268	COMM	313385JU1	FHDN DISC NOTE	Purchase	07/29/2025	07/30/2025	FHLB DISCOUNT	149,982,291.00			**-149,982,291.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46269	COMM	313385JU1	FHDN DISC NOTE	Purchase	07/29/2025	07/30/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46270	COMM	5148X0UW3	LANDES DISC NOTE	Purchase	07/29/2025	07/30/2025	LANDES	124,985,000.00			**-124,985,000.00**
46272	COMM	63873JUW8	NATXNY DISC NOTE	Purchase	07/29/2025	07/30/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
45691	COMM	912797QC4	TRSY DISC NOTE	Redemption	07/29/2025	07/29/2025	US TREASURY		200,000,000.00		**200,000,000.00**
46260	COMM	313385JT4	FHDN DISC NOTE	Redemption	07/29/2025	07/29/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46261	COMM	313385JT4	FHDN DISC NOTE	Redemption	07/29/2025	07/29/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46262	COMM	313385JT4	FHDN DISC NOTE	Redemption	07/29/2025	07/29/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46264	COMM	5148X0UV5	LANDES DISC NOTE	Redemption	07/29/2025	07/29/2025	LANDES		125,000,000.00		**125,000,000.00**
46265	COMM	16536HUV1	CHES DISC NOTE	Redemption	07/29/2025	07/29/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46266	COMM	63873JUV0	NATXNY DISC NOTE	Redemption	07/29/2025	07/29/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
42774	COMM	3130ANEC0	FEDERAL HOME	Interest	07/29/2025	07/29/2026	FHLB NOTES			196,875.00	**196,875.00**
43828	COMM	46632FTV7	JPMCC 5.93% MAT	Interest	07/29/2025	01/29/2026	JPMORGAN			564,267.11	**564,267.11**
44893	COMM	3133ERZF1	FFCB Float 10/29/27	Interest	07/29/2025	10/29/2027	FFCB NOTES			405,776.39	**405,776.39**
		Totals for 07/29/2025						**899,893,221.53**	**1,100,000,000.0**	**1,166,918.50**	**201,273,696.97**
46277	COMM	16536HUX7	CHES DISC NOTE	Purchase	07/30/2025	07/31/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46273	COMM	313385JV9	FHDN DISC NOTE	Purchase	07/30/2025	07/31/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46274	COMM	313385JV9	FHDN DISC NOTE	Purchase	07/30/2025	07/31/2025	FHLB DISCOUNT	149,982,291.00			**-149,982,291.00**
46275	COMM	313385JV9	FHDN DISC NOTE	Purchase	07/30/2025	07/31/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46276	COMM	5148X0UX1	LANDES DISC NOTE	Purchase	07/30/2025	07/31/2025	LANDES	124,985,000.00			**-124,985,000.00**
46278	COMM	63873JUX6	NATXNY DISC NOTE	Purchase	07/30/2025	07/31/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
46267	COMM	313385JU1	FHDN DISC NOTE	Redemption	07/30/2025	07/30/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46268	COMM	313385JU1	FHDN DISC NOTE	Redemption	07/30/2025	07/30/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46269	COMM	313385JU1	FHDN DISC NOTE	Redemption	07/30/2025	07/30/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46270	COMM	5148X0UW3	LANDES DISC NOTE	Redemption	07/30/2025	07/30/2025	LANDES		125,000,000.00		**125,000,000.00**
46271	COMM	16536HUW9	CHES DISC NOTE	Redemption	07/30/2025	07/30/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46272	COMM	63873JUW8	NATXNY DISC NOTE	Redemption	07/30/2025	07/30/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
		Totals for 07/30/2025						**899,893,221.53**	**900,000,000.00**		**106,778.47**
46284	COMM	16536HV16	CHES DISC NOTE	Purchase	07/31/2025	08/01/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46279	COMM	313385JW7	FHDN DISC NOTE	Purchase	07/31/2025	08/01/2025	FHLB DISCOUNT	249,970,972.20			**-249,970,972.20**
46280	COMM	313385JW7	FHDN DISC NOTE	Purchase	07/31/2025	08/01/2025	FHLB DISCOUNT	149,982,583.50			**-149,982,583.50**
46281	COMM	313385JW7	FHDN DISC NOTE	Purchase	07/31/2025	08/01/2025	FHLB DISCOUNT	149,982,583.32			**-149,982,583.32**
46259	COMM	3140NYWE7	FNMAM 4.245% MAT	Purchase	07/31/2025	07/01/2030	FNMA	16,464,333.36			**-16,464,333.36**
46282	COMM	313589JW4	FNMDN DISC NOTE	Purchase	07/31/2025	08/01/2025	FANNIE MAE	99,988,527.78			**-99,988,527.78**
46283	COMM	5148X0V10	LANDES DISC NOTE	Purchase	07/31/2025	08/01/2025	LANDES	124,985,000.00			**-124,985,000.00**
8506	COMM	SYS8506	LAIF 1.65%	Purchase	07/31/2025		LOCAL AGENCY	523,718.80			**-523,718.80**
41024	COMM	91282CAB7	UNITED STATES	Redemption	07/31/2025	07/31/2025	U.S. TREASURY		35,000,000.00		**35,000,000.00**
45112	COMM	06367DND3	BMOCHI 4.47% MAT	Redemption	07/31/2025	07/31/2025	BANK OF		100,000,000.00		**100,000,000.00**
45538	COMM	82124LUX8	SRCPP DISC NOTE	Redemption	07/31/2025	07/31/2025	SHEFFIELD RECEIV		50,000,000.00		**50,000,000.00**
45552	COMM	89233GUX2	TOYO DISC NOTE	Redemption	07/31/2025	07/31/2025	TOYOTA MOTOR		50,000,000.00		**50,000,000.00**
46273	COMM	313385JV9	FHDN DISC NOTE	Redemption	07/31/2025	07/31/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46274	COMM	313385JV9	FHDN DISC NOTE	Redemption	07/31/2025	07/31/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46275	COMM	313385JV9	FHDN DISC NOTE	Redemption	07/31/2025	07/31/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46276	COMM	5148X0UX1	LANDES DISC NOTE	Redemption	07/31/2025	07/31/2025	LANDES		125,000,000.00		**125,000,000.00**
46277	COMM	16536HUX7	CHES DISC NOTE	Redemption	07/31/2025	07/31/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46278	COMM	63873JUX6	NATXNY DISC NOTE	Redemption	07/31/2025	07/31/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
41010	COMM	91282CBH3	UNITED STATES	Interest	07/31/2025	01/31/2026	U.S. TREASURY			56,250.00	**56,250.00**
41024	COMM	91282CAB7	UNITED STATES	Interest	07/31/2025	07/31/2025	U.S. TREASURY			43,750.00	**43,750.00**
41484	COMM	91282CBH3	UNITED STATES	Interest	07/31/2025	01/31/2026	U.S. TREASURY			46,875.00	**46,875.00**
41619	COMM	9128286A3	USTN 2.625% MAT	Interest	07/31/2025	01/31/2026	U.S. TREASURY			393,750.00	**393,750.00**
42053	COMM	912828Y95	UNITED STATES	Interest	07/31/2025	07/31/2026	U.S. TREASURY			421,875.00	**421,875.00**
45112	COMM	06367DND3	BMOCHI 4.47% MAT	Interest	07/31/2025	07/31/2025	BANK OF			2,893,083.30	**2,893,083.30**
8506	COMM	SYS8506	LAIF 1.65%	Interest	07/31/2025		LOCAL AGENCY			523,718.80	**523,718.80**
		Totals for 07/31/2025						**866,888,677.29**	**1,135,000,000.0**	**4,379,302.10**	**272,490,624.81**
46289	COMM	16536HV40	CHES DISC NOTE	Purchase	08/01/2025	08/04/2025	CHESHAM FINANCE	74,972,875.00			**-74,972,875.00**
46285	COMM	313385JZ0	FHDN DISC NOTE	Purchase	08/01/2025	08/04/2025	FHLB DISCOUNT	249,911,250.00			**-249,911,250.00**
46286	COMM	313385JZ0	FHDN DISC NOTE	Purchase	08/01/2025	08/04/2025	FHLB DISCOUNT	149,946,750.00			**-149,946,750.00**
46287	COMM	313385JZ0	FHDN DISC NOTE	Purchase	08/01/2025	08/04/2025	FHLB DISCOUNT	249,911,250.00			**-249,911,250.00**
46288	COMM	5148X0V44	LANDES DISC NOTE	Purchase	08/01/2025	08/04/2025	LANDES	124,955,000.00			**-124,955,000.00**
46290	COMM	63873JV49	NATXNY DISC NOTE	Purchase	08/01/2025	08/04/2025	NATIXIS NY	49,982,000.00			**-49,982,000.00**
46279	COMM	313385JW7	FHDN DISC NOTE	Redemption	08/01/2025	08/01/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46280	COMM	313385JW7	FHDN DISC NOTE	Redemption	08/01/2025	08/01/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46281	COMM	313385JW7	FHDN DISC NOTE	Redemption	08/01/2025	08/01/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46282	COMM	313589JW4	FNMDN DISC NOTE	Redemption	08/01/2025	08/01/2025	FANNIE MAE		100,000,000.00		**100,000,000.00**
46283	COMM	5148X0V10	LANDES DISC NOTE	Redemption	08/01/2025	08/01/2025	LANDES		125,000,000.00		**125,000,000.00**
46284	COMM	16536HV16	CHES DISC NOTE	Redemption	08/01/2025	08/01/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
41801	COMM	742718FV6	PROCTER &	Interest	08/01/2025	02/01/2027	PROCTER &			522,500.00	**522,500.00**
		Totals for 08/01/2025						**899,679,125.00**	**850,000,000.00**	**522,500.00**	**-49,156,625.00**
46295	COMM	16536HV57	CHES DISC NOTE	Purchase	08/04/2025	08/05/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46291	COMM	313385KA3	FHDN DISC NOTE	Purchase	08/04/2025	08/05/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46292	COMM	313385KA3	FHDN DISC NOTE	Purchase	08/04/2025	08/05/2025	FHLB DISCOUNT	149,982,291.00			**-149,982,291.00**
46293	COMM	313385KA3	FHDN DISC NOTE	Purchase	08/04/2025	08/05/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46294	COMM	5148X0V51	LANDES DISC NOTE	Purchase	08/04/2025	08/05/2025	LANDES	124,985,000.00			**-124,985,000.00**
46296	COMM	63873JV56	NATXNY DISC NOTE	Purchase	08/04/2025	08/05/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
40543	COMM	3136G4B77	FEDERAL NATL MTG	Redemption	08/04/2025	08/04/2025	FNMA NOTES		20,000,000.00		**20,000,000.00**
46285	COMM	313385JZ0	FHDN DISC NOTE	Redemption	08/04/2025	08/04/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46286	COMM	313385JZ0	FHDN DISC NOTE	Redemption	08/04/2025	08/04/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46287	COMM	313385JZ0	FHDN DISC NOTE	Redemption	08/04/2025	08/04/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46288	COMM	5148X0V44	LANDES DISC NOTE	Redemption	08/04/2025	08/04/2025	LANDES		125,000,000.00		**125,000,000.00**
46289	COMM	16536HV40	CHES DISC NOTE	Redemption	08/04/2025	08/04/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46290	COMM	63873JV49	NATXNY DISC NOTE	Redemption	08/04/2025	08/04/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40543	COMM	3136G4B77	FEDERAL NATL MTG	Interest	08/04/2025	08/04/2025	FNMA NOTES			70,000.00	**70,000.00**
41818	COMM	3133ENNB2	FEDERAL FARM CR	Interest	08/04/2025	02/03/2027	FFCB NOTES			32,500.00	**32,500.00**
34292	COMM	SYS34292	MSTI 0.%	Interest	08/04/2025		MORGAN STANLEY			224,688.92	**224,688.92**
34292	COMM	SYS34292	MSTI 0.%	Purchase	08/04/2025		MORGAN STANLEY	224,688.92			**-224,688.92**
37590	COMM	SYS37590	JPM TE 0.44%	Interest	08/04/2025		JP MORGAN US			205.32	**205.32**
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	08/04/2025		JP MORGAN US	205.32			**-205.32**
40461	COMM	SYS40461	DGCXX 0.%	Interest	08/04/2025		DREYFUS			15,032.07	**15,032.07**
40461	COMM	SYS40461	DGCXX 0.%	Purchase	08/04/2025		DREYFUS	15,032.07			**-15,032.07**
42588	COMM	SYS42588	OPGXX	Interest	08/04/2025		STATE STREET US			2,491,834.05	**2,491,834.05**
42588	COMM	SYS42588	OPGXX	Purchase	08/04/2025		STATE STREET US	2,491,834.05			**-2,491,834.05**
		Totals for 08/04/2025						**902,624,981.89**	**920,000,000.00**	**2,834,260.36**	**20,209,278.47**
46302	COMM	16536HV65	CHES DISC NOTE	Purchase	08/05/2025	08/06/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46297	COMM	313385KB1	FHDN DISC NOTE	Purchase	08/05/2025	08/06/2025	FHLB DISCOUNT	249,970,451.40			**-249,970,451.40**
46298	COMM	313385KB1	FHDN DISC NOTE	Purchase	08/05/2025	08/06/2025	FHLB DISCOUNT	149,982,271.50			**-149,982,271.50**
46300	COMM	313385KB1	FHDN DISC NOTE	Purchase	08/05/2025	08/06/2025	FHLB DISCOUNT	249,970,451.40			**-249,970,451.40**
46301	COMM	5148X0V69	LANDES DISC NOTE	Purchase	08/05/2025	08/06/2025	LANDES	124,985,000.00			**-124,985,000.00**
46303	COMM	63873JV64	NATXNY DISC NOTE	Purchase	08/05/2025	08/06/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
45998	COMM	3134HBPT2	FHLMCC 4.7% MAT	Redemption	08/05/2025	05/05/2028	FHLMC CALLABLE		35,697,073.50		**35,697,073.50**
45998	COMM	3134HBPT2	FHLMCC 4.7% MAT	Cap G/L	08/05/2025	05/05/2028	FHLMC CALLABLE		8,926.50		**8,926.50**
46291	COMM	313385KA3	FHDN DISC NOTE	Redemption	08/05/2025	08/05/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46292	COMM	313385KA3	FHDN DISC NOTE	Redemption	08/05/2025	08/05/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46293	COMM	313385KA3	FHDN DISC NOTE	Redemption	08/05/2025	08/05/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46294	COMM	5148X0V51	LANDES DISC NOTE	Redemption	08/05/2025	08/05/2025	LANDES		125,000,000.00		**125,000,000.00**
46295	COMM	16536HV57	CHES DISC NOTE	Redemption	08/05/2025	08/05/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46296	COMM	63873JV56	NATXNY DISC NOTE	Redemption	08/05/2025	08/05/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
45998	COMM	3134HBPT2	FHLMCC 4.7% MAT	Interest	08/05/2025	05/05/2028	FHLMC CALLABLE			386,914.18	**386,914.18**
45998	COMM	3134HBPT2	FHLMCC 4.7% MAT	Accr Int	08/05/2025	05/05/2028	FHLMC CALLABLE		102,555.57	-102,555.57	**0.00**
		Totals for 08/05/2025						**899,893,132.63**	**935,808,555.57**	**284,358.61**	**36,199,781.55**
46312	COMM	16536HV73	CHES DISC NOTE	Purchase	08/06/2025	08/07/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46308	COMM	313385KC9	FHDN DISC NOTE	Purchase	08/06/2025	08/07/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46309	COMM	313385KC9	FHDN DISC NOTE	Purchase	08/06/2025	08/07/2025	FHLB DISCOUNT	149,982,291.00			**-149,982,291.00**
46310	COMM	313385KC9	FHDN DISC NOTE	Purchase	08/06/2025	08/07/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46311	COMM	5148X0V77	LANDES DISC NOTE	Purchase	08/06/2025	08/07/2025	LANDES	124,985,000.00			**-124,985,000.00**
46313	COMM	63873JV72	NATXNY DISC NOTE	Purchase	08/06/2025	08/07/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
46297	COMM	313385KB1	FHDN DISC NOTE	Redemption	08/06/2025	08/06/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46298	COMM	313385KB1	FHDN DISC NOTE	Redemption	08/06/2025	08/06/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46300	COMM	313385KB1	FHDN DISC NOTE	Redemption	08/06/2025	08/06/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46301	COMM	5148X0V69	LANDES DISC NOTE	Redemption	08/06/2025	08/06/2025	LANDES		125,000,000.00		**125,000,000.00**
46302	COMM	16536HV65	CHES DISC NOTE	Redemption	08/06/2025	08/06/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46303	COMM	63873JV64	NATXNY DISC NOTE	Redemption	08/06/2025	08/06/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42081	COMM	594918BY9	MICROSOFT CORP,	Interest	08/06/2025	02/06/2027	MICROSOFT CORP			85,272.00	**85,272.00**
44972	COMM	86564PT27	SUMTNY 5.21% MAT	Interest	08/06/2025	11/06/2025	SUMITOMO MITSUI			214,698.61	**214,698.61**
45690	COMM	21684LKL5	RABO 4.61% MAT	Interest	08/06/2025	02/06/2026	RABOBANK			192,027.90	**192,027.90**
		Totals for 08/06/2025						**899,893,221.53**	**900,000,000.00**	**491,998.51**	**598,776.98**
46319	COMM	16536HV81	CHES DISC NOTE	Purchase	08/07/2025	08/08/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46315	COMM	313385KD7	FHDN DISC NOTE	Purchase	08/07/2025	08/08/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46316	COMM	313385KD7	FHDN DISC NOTE	Purchase	08/07/2025	08/08/2025	FHLB DISCOUNT	149,982,291.00			**-149,982,291.00**
46317	COMM	313385KD7	FHDN DISC NOTE	Purchase	08/07/2025	08/08/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46304	COMM	3137HMCL2	FHLMCM 4.88% MAT	Purchase	08/07/2025	06/25/2030	FHLMC	30,000,000.00			**-30,000,000.00**
46318	COMM	5148X0V85	LANDES DISC NOTE	Purchase	08/07/2025	08/08/2025	LANDES	124,985,000.00			**-124,985,000.00**
46320	COMM	63873JV80	NATXNY DISC NOTE	Purchase	08/07/2025	08/08/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
46308	COMM	313385KC9	FHDN DISC NOTE	Redemption	08/07/2025	08/07/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46309	COMM	313385KC9	FHDN DISC NOTE	Redemption	08/07/2025	08/07/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46310	COMM	313385KC9	FHDN DISC NOTE	Redemption	08/07/2025	08/07/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46311	COMM	5148X0V77	LANDES DISC NOTE	Redemption	08/07/2025	08/07/2025	LANDES		125,000,000.00		**125,000,000.00**
46312	COMM	16536HV73	CHES DISC NOTE	Redemption	08/07/2025	08/07/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46313	COMM	63873JV72	NATXNY DISC NOTE	Redemption	08/07/2025	08/07/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
43112	COMM	637432NP6	NRUC 3.4% MAT	Interest	08/07/2025	02/07/2028	NATIONAL RURAL			233,325.00	**233,325.00**
45375	COMM	713448GD4	PEPPP 4.4% MAT	Interest	08/07/2025	02/07/2027	PEPSICO INC			550,000.00	**550,000.00**
		Totals for 08/07/2025						**929,893,221.53**	**900,000,000.00**	**783,325.00**	**-29,109,896.53**
46322	COMM	16536HVB4	CHES DISC NOTE	Purchase	08/08/2025	08/11/2025	CHESHAM FINANCE	74,972,875.00			**-74,972,875.00**
46324	COMM	313385KG0	FHDN DISC NOTE	Purchase	08/08/2025	08/11/2025	FHLB DISCOUNT	249,911,666.65			**-249,911,666.65**
46325	COMM	313385KG0	FHDN DISC NOTE	Purchase	08/08/2025	08/11/2025	FHLB DISCOUNT	149,947,000.50			**-149,947,000.50**
46326	COMM	313385KG0	FHDN DISC NOTE	Purchase	08/08/2025	08/11/2025	FHLB DISCOUNT	249,911,666.65			**-249,911,666.65**
46321	COMM	5148X0VB8	LANDES DISC NOTE	Purchase	08/08/2025	08/11/2025	LANDES	124,955,000.00			**-124,955,000.00**
46323	COMM	63873JVB3	NATXNY DISC NOTE	Purchase	08/08/2025	08/11/2025	NATIXIS NY	49,982,000.00			**-49,982,000.00**
46305	COMM	69371RT97	PCAR 4.% MAT	Purchase	08/08/2025	08/08/2028	PACCAR Financial	6,995,870.00			**-6,995,870.00**
45931	COMM	71344TV82	PEPPP DISC NOTE	Redemption	08/08/2025	08/08/2025	PEPSICO INC		50,000,000.00		**50,000,000.00**
46315	COMM	313385KD7	FHDN DISC NOTE	Redemption	08/08/2025	08/08/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46316	COMM	313385KD7	FHDN DISC NOTE	Redemption	08/08/2025	08/08/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46317	COMM	313385KD7	FHDN DISC NOTE	Redemption	08/08/2025	08/08/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46318	COMM	5148X0V85	LANDES DISC NOTE	Redemption	08/08/2025	08/08/2025	LANDES		125,000,000.00		**125,000,000.00**
46319	COMM	16536HV81	CHES DISC NOTE	Redemption	08/08/2025	08/08/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46320	COMM	63873JV80	NATXNY DISC NOTE	Redemption	08/08/2025	08/08/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
40926	COMM	037833EB2	AAPL 0.7% MAT	Interest	08/08/2025	02/08/2026	APPLE INC			70,000.00	**70,000.00**
42668	COMM	594918BR4	MSFT 2.4% MAT	Interest	08/08/2025	08/08/2026	MICROSOFT CORP			300,000.00	**300,000.00**
		Totals for 08/08/2025						**906,676,078.80**	**950,000,000.00**	**370,000.00**	**43,693,921.20**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Interest	08/10/2025	03/10/2026	CARVANA AUTO			88.95	**88.95**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Redemption	08/10/2025	03/10/2026	CARVANA AUTO		27,670.46		**27,670.46**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
		Totals for 08/10/2025							**27,670.46**	**88.95**	**27,759.41**
46330	COMM	16536HVC2	CHES DISC NOTE	Purchase	08/11/2025	08/12/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46332	COMM	313385KH8	FHDN DISC NOTE	Purchase	08/11/2025	08/12/2025	FHLB DISCOUNT	249,970,555.55			**-249,970,555.55**
46333	COMM	313385KH8	FHDN DISC NOTE	Purchase	08/11/2025	08/12/2025	FHLB DISCOUNT	149,982,333.00			**-149,982,333.00**
46334	COMM	313385KH8	FHDN DISC NOTE	Purchase	08/11/2025	08/12/2025	FHLB DISCOUNT	249,970,555.55			**-249,970,555.55**
46328	COMM	3140HRL35	FNMAM 3.76% MAT	Purchase	08/11/2025	11/01/2028	FNMA	39,763,652.78			**-39,763,652.78**
46329	COMM	5148X0VC6	LANDES DISC NOTE	Purchase	08/11/2025	08/12/2025	LANDES	124,985,000.00			**-124,985,000.00**
46331	COMM	63873JVC1	NATXNY DISC NOTE	Purchase	08/11/2025	08/12/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
46321	COMM	5148X0VB8	LANDES DISC NOTE	Redemption	08/11/2025	08/11/2025	LANDES		125,000,000.00		**125,000,000.00**
46322	COMM	16536HVB4	CHES DISC NOTE	Redemption	08/11/2025	08/11/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46323	COMM	63873JVB3	NATXNY DISC NOTE	Redemption	08/11/2025	08/11/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
46324	COMM	313385KG0	FHDN DISC NOTE	Redemption	08/11/2025	08/11/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46325	COMM	313385KG0	FHDN DISC NOTE	Redemption	08/11/2025	08/11/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46326	COMM	313385KG0	FHDN DISC NOTE	Redemption	08/11/2025	08/11/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
41153	COMM	459058JS3	IBRD 0.65% MAT	Interest	08/11/2025	02/10/2026	INTL BANK RECON &			32,500.00	**32,500.00**
41960	COMM	3130AKYH3	FEDERAL HOME	Interest	08/11/2025	02/10/2027	FHLB NOTES			81,568.25	**81,568.25**
41990	COMM	037833CJ7	APPLE INC, SR GLBL	Interest	08/11/2025	02/09/2027	APPLE INC			195,874.50	**195,874.50**
41991	COMM	037833CJ7	APPLE INC, SR GLBL	Interest	08/11/2025	02/09/2027	APPLE INC			198,487.50	**198,487.50**
43121	COMM	458140CE8	INTEL 4.875% MAT	Interest	08/11/2025	02/10/2028	INTEL CORP			333,255.00	**333,255.00**
43129	COMM	458140CE8	INTEL 4.875% MAT	Interest	08/11/2025	02/10/2028	INTEL CORP			243,750.00	**243,750.00**
45382	COMM	141781CE2	CARGIL 4.625% MAT	Interest	08/11/2025	02/11/2028	CARGILL INC			462,500.00	**462,500.00**
46120	COMM	459058JS3	IBRD 0.65% MAT	Interest	08/11/2025	02/10/2026	INTL BANK RECON &			55,165.50	**55,165.50**
46120	COMM	459058JS3	IBRD 0.65% MAT	Accr Int	08/11/2025	02/10/2026	INTL BANK RECON &		41,987.08	-41,987.08	**0.00**
		Totals for 08/11/2025						**939,657,055.21**	**900,041,987.08**	**1,561,113.67**	**-38,053,954.46**
46336	COMM	16536HVD0	CHES DISC NOTE	Purchase	08/12/2025	08/13/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46338	COMM	313385KJ4	FHDN DISC NOTE	Purchase	08/12/2025	08/13/2025	FHLB DISCOUNT	249,970,555.55			**-249,970,555.55**
46339	COMM	313385KJ4	FHDN DISC NOTE	Purchase	08/12/2025	08/13/2025	FHLB DISCOUNT	149,982,333.00			**-149,982,333.00**
46340	COMM	313385KJ4	FHDN DISC NOTE	Purchase	08/12/2025	08/13/2025	FHLB DISCOUNT	249,970,555.55			**-249,970,555.55**
46335	COMM	5148X0VD4	LANDES DISC NOTE	Purchase	08/12/2025	08/13/2025	LANDES	124,985,000.00			**-124,985,000.00**
46337	COMM	63873JVD9	NATXNY DISC NOTE	Purchase	08/12/2025	08/13/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
40548	COMM	166756AE6	CVX 0.687% MAT	Redemption	08/12/2025	08/12/2025	CHEVRON CORP.		15,000,000.00		**15,000,000.00**
46329	COMM	5148X0VC6	LANDES DISC NOTE	Redemption	08/12/2025	08/12/2025	LANDES		125,000,000.00		**125,000,000.00**
46330	COMM	16536HVC2	CHES DISC NOTE	Redemption	08/12/2025	08/12/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46331	COMM	63873JVC1	NATXNY DISC NOTE	Redemption	08/12/2025	08/12/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
46332	COMM	313385KH8	FHDN DISC NOTE	Redemption	08/12/2025	08/12/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46333	COMM	313385KH8	FHDN DISC NOTE	Redemption	08/12/2025	08/12/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46334	COMM	313385KH8	FHDN DISC NOTE	Redemption	08/12/2025	08/12/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
40548	COMM	166756AE6	CVX 0.687% MAT	Interest	08/12/2025	08/12/2025	CHEVRON CORP.			51,525.00	**51,525.00**
		Totals for 08/12/2025						**899,893,402.43**	**915,000,000.00**	**51,525.00**	**15,158,122.57**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46354	COMM	16536HVE8	CHES DISC NOTE	Purchase	08/13/2025	08/14/2025	CHESHAM FINANCE	74,990,958.33			-74,990,958.33
46356	COMM	313385KK1	FHDN DISC NOTE	Purchase	08/13/2025	08/14/2025	FHLB DISCOUNT	249,970,694.45			-249,970,694.45
46357	COMM	313385KK1	FHDN DISC NOTE	Purchase	08/13/2025	08/14/2025	FHLB DISCOUNT	149,982,417.00			-149,982,417.00
46358	COMM	313385KK1	FHDN DISC NOTE	Purchase	08/13/2025	08/14/2025	FHLB DISCOUNT	249,970,694.45			-249,970,694.45
46307	COMM	379965AD8	GMALT 4.17% MAT	Purchase	08/13/2025	08/21/2028	GM FIN'CL AUTO	16,497,492.00			-16,497,492.00
46353	COMM	5148X0VE2	LANDES DISC NOTE	Purchase	08/13/2025	08/14/2025	LANDES	124,985,000.00			-124,985,000.00
46355	COMM	63873JVE7	NATXNY DISC NOTE	Purchase	08/13/2025	08/14/2025	NATIXIS NY	49,994,000.00			-49,994,000.00
43138	COMM	3130AVSU7	FEDERAL HOME	Redemption	08/13/2025	04/28/2027	FHLB NOTES		25,000,000.00		25,000,000.00
46335	COMM	5148X0VD4	LANDES DISC NOTE	Redemption	08/13/2025	08/13/2025	LANDES		125,000,000.00		125,000,000.00
46336	COMM	16536HVD0	CHES DISC NOTE	Redemption	08/13/2025	08/13/2025	CHESHAM FINANCE		75,000,000.00		75,000,000.00
46337	COMM	63873JVD9	NATXNY DISC NOTE	Redemption	08/13/2025	08/13/2025	NATIXIS NY		50,000,000.00		50,000,000.00
46338	COMM	313385KJ4	FHDN DISC NOTE	Redemption	08/13/2025	08/13/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46339	COMM	313385KJ4	FHDN DISC NOTE	Redemption	08/13/2025	08/13/2025	FHLB DISCOUNT		150,000,000.00		150,000,000.00
46340	COMM	313385KJ4	FHDN DISC NOTE	Redemption	08/13/2025	08/13/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
43138	COMM	3130AVSU7	FEDERAL HOME	Interest	08/13/2025	04/28/2027	FHLB NOTES			324,479.18	324,479.18
		Totals for 08/13/2025						**916,391,256.23**	**925,000,000.00**	**324,479.18**	**8,933,222.95**
46360	COMM	16536HVF5	CHES DISC NOTE	Purchase	08/14/2025	08/15/2025	CHESHAM FINANCE	74,990,958.33			-74,990,958.33
46363	COMM	313385KL9	FHDN DISC NOTE	Purchase	08/14/2025	08/15/2025	FHLB DISCOUNT	249,970,763.90			-249,970,763.90
46364	COMM	313385KL9	FHDN DISC NOTE	Purchase	08/14/2025	08/15/2025	FHLB DISCOUNT	149,982,459.00			-149,982,459.00
46365	COMM	313385KL9	FHDN DISC NOTE	Purchase	08/14/2025	08/15/2025	FHLB DISCOUNT	249,970,763.90			-249,970,763.90
46359	COMM	5148X0VF9	LANDES DISC NOTE	Purchase	08/14/2025	08/15/2025	LANDES	124,985,000.00			-124,985,000.00
46361	COMM	63873JVF4	NATXNY DISC NOTE	Purchase	08/14/2025	08/15/2025	NATIXIS NY	49,994,000.00			-49,994,000.00
46353	COMM	5148X0VE2	LANDES DISC NOTE	Redemption	08/14/2025	08/14/2025	LANDES		125,000,000.00		125,000,000.00
46354	COMM	16536HVE8	CHES DISC NOTE	Redemption	08/14/2025	08/14/2025	CHESHAM FINANCE		75,000,000.00		75,000,000.00
46355	COMM	63873JVE7	NATXNY DISC NOTE	Redemption	08/14/2025	08/14/2025	NATIXIS NY		50,000,000.00		50,000,000.00
46356	COMM	313385KK1	FHDN DISC NOTE	Redemption	08/14/2025	08/14/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46357	COMM	313385KK1	FHDN DISC NOTE	Redemption	08/14/2025	08/14/2025	FHLB DISCOUNT		150,000,000.00		150,000,000.00
46358	COMM	313385KK1	FHDN DISC NOTE	Redemption	08/14/2025	08/14/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
		Totals for 08/14/2025						**899,893,945.13**	**900,000,000.00**		**106,054.87**
46367	COMM	16536HVJ7	CHES DISC NOTE	Purchase	08/15/2025	08/18/2025	CHESHAM FINANCE	74,972,875.00			-74,972,875.00
46369	COMM	313385KP0	FHDN DISC NOTE	Purchase	08/15/2025	08/18/2025	FHLB DISCOUNT	249,911,458.35			-249,911,458.35
46370	COMM	313385KP0	FHDN DISC NOTE	Purchase	08/15/2025	08/18/2025	FHLB DISCOUNT	149,946,874.50			-149,946,874.50
46371	COMM	313385KP0	FHDN DISC NOTE	Purchase	08/15/2025	08/18/2025	FHLB DISCOUNT	249,911,458.35			-249,911,458.35
46352	COMM	3137H6MJ1	FHLMCM 4.68926%	Purchase	08/15/2025	02/25/2029	FHLMC	13,571,994.13			-13,571,994.13
46366	COMM	5148X0VJ1	LANDES DISC NOTE	Purchase	08/15/2025	08/18/2025	LANDES	124,955,000.00			-124,955,000.00
46368	COMM	63873JVJ6	NATXNY DISC NOTE	Purchase	08/15/2025	08/18/2025	NATIXIS NY	49,982,000.00			-49,982,000.00
42464	COMM	194162AM5	CL 3.1% MAT	Redemption	08/15/2025	08/15/2025	COLGATE-PALMOLI		5,000,000.00		5,000,000.00
46359	COMM	5148X0VF9	LANDES DISC NOTE	Redemption	08/15/2025	08/15/2025	LANDES		125,000,000.00		125,000,000.00
46360	COMM	16536HVF5	CHES DISC NOTE	Redemption	08/15/2025	08/15/2025	CHESHAM FINANCE		75,000,000.00		75,000,000.00
46361	COMM	63873JVF4	NATXNY DISC NOTE	Redemption	08/15/2025	08/15/2025	NATIXIS NY		50,000,000.00		50,000,000.00

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46363	COMM	313385KL9	FHDN DISC NOTE	Redemption	08/15/2025	08/15/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46364	COMM	313385KL9	FHDN DISC NOTE	Redemption	08/15/2025	08/15/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46365	COMM	313385KL9	FHDN DISC NOTE	Redemption	08/15/2025	08/15/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
41602	COMM	912828P46	UNITED STATES	Interest	08/15/2025	02/15/2026	U.S. TREASURY			325,000.00	**325,000.00**
41623	COMM	912828P46	UNITED STATES	Interest	08/15/2025	02/15/2026	U.S. TREASURY			203,125.00	**203,125.00**
42464	COMM	194162AM5	CL 3.1% MAT	Interest	08/15/2025	08/15/2025	COLGATE-PALMOLI			77,500.00	**77,500.00**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Interest	08/15/2025	05/15/2026	HONDA AUTO			906.33	**906.33**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Redemption	08/15/2025	05/15/2026	HONDA AUTO		578,535.04		**578,535.04**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Interest	08/15/2025	08/17/2026	NISSAN AUTO			2,110.86	**2,110.86**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Redemption	08/15/2025	08/17/2026	NISSAN AUTO		657,306.53		**657,306.53**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Interest	08/15/2025	09/16/2026	JOHN DEERE			1,533.01	**1,533.01**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Redemption	08/15/2025	09/16/2026	JOHN DEERE		296,064.41		**296,064.41**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Interest	08/15/2025	02/15/2027	HARLEY-DAVIDSON			2,358.35	**2,358.35**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Redemption	08/15/2025	02/15/2027	HARLEY-DAVIDSON		860,256.00		**860,256.00**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Interest	08/15/2025	02/16/2027	CARMAX AUTO			7,322.90	**7,322.90**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Redemption	08/15/2025	02/16/2027	CARMAX AUTO		689,888.25		**689,888.25**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Interest	08/15/2025	04/15/2027	CAPITAL ONE			9,426.05	**9,426.05**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Redemption	08/15/2025	04/15/2027	CAPITAL ONE		571,883.16		**571,883.16**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Interest	08/15/2025	11/16/2026	ALLY AUTO			5,535.53	**5,535.53**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Redemption	08/15/2025	11/16/2026	ALLY AUTO		1,048,289.26		**1,048,289.26**
42879	COMM	58770AAC7	MBART 4.51% MAT	Interest	08/15/2025	11/15/2027	MERCEDES -BENZ			22,816.13	**22,816.13**
42879	COMM	58770AAC7	MBART 4.51% MAT	Redemption	08/15/2025	11/15/2027	MERCEDES -BENZ		601,152.84		**601,152.84**
42890	COMM	891940AC2	TAOT 4.63% MAT	Interest	08/15/2025	09/15/2027	TOYOTA AUTO REC			46,745.01	**46,745.01**
42890	COMM	891940AC2	TAOT 4.63% MAT	Redemption	08/15/2025	09/15/2027	TOYOTA AUTO REC		1,068,712.95		**1,068,712.95**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Interest	08/15/2025	02/15/2028	CAPITAL ONE			27,655.03	**27,655.03**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Redemption	08/15/2025	02/15/2028	CAPITAL ONE		557,332.02		**557,332.02**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Interest	08/15/2025	12/15/2027	HARLEY-DAVIDSON			29,414.80	**29,414.80**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Redemption	08/15/2025	12/15/2027	HARLEY-DAVIDSON		690,716.49		**690,716.49**
43065	COMM	448979AD6	HART 4.58% MAT	Interest	08/15/2025	04/15/2027	HYUNDAI AUTO			17,409.60	**17,409.60**
43065	COMM	448979AD6	HART 4.58% MAT	Redemption	08/15/2025	04/15/2027	HYUNDAI AUTO		621,566.63		**621,566.63**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Interest	08/15/2025	11/15/2027	NISSAN AUTO			82,694.39	**82,694.39**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Redemption	08/15/2025	11/15/2027	NISSAN AUTO		2,061,384.80		**2,061,384.80**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Interest	08/15/2025	01/15/2027	MERCEDES-BENZ			39,985.73	**39,985.73**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Redemption	08/15/2025	01/15/2027	MERCEDES-BENZ		2,866,830.43		**2,866,830.43**
43212	COMM	437927AC0	HAROT 4.93% MAT	Interest	08/15/2025	11/15/2027	HONDA AUTO			60,534.94	**60,534.94**
43212	COMM	437927AC0	HAROT 4.93% MAT	Redemption	08/15/2025	11/15/2027	HONDA AUTO		1,135,950.43		**1,135,950.43**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Interest	08/15/2025	05/15/2028	AMERICAN			76,093.74	**76,093.74**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Redemption	08/15/2025	05/15/2028	AMERICAN		596,326.81		**596,326.81**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Interest	08/15/2025	06/15/2028	DISCOVER CARD			123,249.99	**123,249.99**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Redemption	08/15/2025	06/15/2028	DISCOVER CARD		928,284.01		**928,284.01**
43277	COMM	477920AC6	JDOT 5.18% MAT	Interest	08/15/2025	03/15/2028	JOHN DEERE			48,997.03	**48,997.03**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43277	COMM	477920AC6	JDOT 5.18% MAT	Redemption	08/15/2025	03/15/2028	JOHN DEERE		720,033.65		**720,033.65**
43476	COMM	233868AC2	DTRT 5.9% MAT	Interest	08/15/2025	03/15/2027	DAIMLET TRUCKS			84,252.02	**84,252.02**
43476	COMM	233868AC2	DTRT 5.9% MAT	Redemption	08/15/2025	03/15/2027	DAIMLET TRUCKS		1,895,276.91		**1,895,276.91**
43562	COMM	44918CAD4	HART 5.54% MAT	Interest	08/15/2025	10/16/2028	HYUNDAI AUTO			36,933.34	**36,933.34**
43562	COMM	44918CAD4	HART 5.54% MAT	Redemption	08/15/2025	10/16/2028	HYUNDAI AUTO		210,436.02		**210,436.02**
43811	COMM	39154TCH9	GREATA 5.32% MAT	Interest	08/15/2025	08/17/2026	Great America LeasIn			25,768.65	**25,768.65**
43811	COMM	39154TCH9	GREATA 5.32% MAT	Redemption	08/15/2025	08/17/2026	Great America Leasin		940,261.58		**940,261.58**
43894	COMM	437918AC9	HAROT 5.21% MAT	Interest	08/15/2025	08/15/2028	HONDA AUTO			112,883.34	**112,883.34**
43894	COMM	437918AC9	HAROT 5.21% MAT	Redemption	08/15/2025	08/15/2028	HONDA AUTO		726,597.63		**726,597.63**
43954	COMM	47800RAD5	JDOT 4.96% MAT	Interest	08/15/2025	11/15/2028	JOHN DEERE			33,893.33	**33,893.33**
43954	COMM	47800RAD5	JDOT 4.96% MAT	Redemption	08/15/2025	11/15/2028	JOHN DEERE		211,990.23		**211,990.23**
44066	COMM	981946AC0	WOLS 5.829359%	Interest	08/15/2025	02/16/2027	WORLD OMNI			10,301.52	**10,301.52**
44066	COMM	981946AC0	WOLS 5.829359%	Redemption	08/15/2025	02/16/2027	WORLD OMNI		439,684.01		**439,684.01**
44096	COMM	02582JKH2	AMXCA 5.23% MAT	Interest	08/15/2025	04/16/2029	AMERICAN			196,124.99	**196,124.99**
44096	COMM	02582JKH2	AMXCA 5.23% MAT	Redemption	08/15/2025	04/16/2029	AMERICAN		1,004,789.84		**1,004,789.84**
44212	COMM	412922AC0	HDMOT 5.54% MAT	Interest	08/15/2025	03/15/2029	HARLEY-DAVIDSON			93,975.00	**93,975.00**
44212	COMM	412922AC0	HDMOT 5.54% MAT	Redemption	08/15/2025	03/15/2029	HARLEY-DAVIDSON		483,651.80		**483,651.80**
44219	COMM	18978JAB4	CNH 5.420% MAT	Interest	08/15/2025	10/15/2027	CNH EQUIPMENT			14,257.94	**14,257.94**
44219	COMM	18978JAB4	CNH 5.420% MAT	Redemption	08/15/2025	10/15/2027	CNH EQUIPMENT		218,106.93		**218,106.93**
44231	COMM	58770JAD6	MBALT 5.66% MAT	Interest	08/15/2025	01/18/2028	MERCEDES-BENZ			53,200.00	**53,200.00**
44231	COMM	58770JAD6	MBALT 5.66% MAT	Redemption	08/15/2025	01/18/2028	MERCEDES-BENZ		389,858.09		**389,858.09**
44334	COMM	47786WAB6	JDOT 5.42% MAT	Interest	08/15/2025	05/17/2027	JOHN DEERE			78,364.93	**78,364.93**
44334	COMM	47786WAB6	JDOT 5.42% MAT	Redemption	08/15/2025	05/17/2027	JOHN DEERE		1,978,708.32		**1,978,708.32**
44697	COMM	477911AC5	JDOT 5.773% MAT	Interest	08/15/2025	08/16/2027	JOHN DEERE			45,635.24	**45,635.24**
44697	COMM	477911AC5	JDOT 5.773% MAT	Redemption	08/15/2025	08/16/2027	JOHN DEERE		1,334,787.86		**1,334,787.86**
44748	COMM	02007NAC2	US Auto ALLYA	Interest	08/15/2025	07/16/2029	ALLY AUTO			27,600.00	**27,600.00**
44748	COMM	02007NAC2	US Auto ALLYA	Redemption	08/15/2025	07/16/2029	ALLY AUTO		164,656.31		**164,656.31**
44756	COMM	58769GAC7	MBALT 5.79% MAT	Interest	08/15/2025	12/15/2026	MERCEDES-BENZ			15,734.71	**15,734.71**
44756	COMM	58769GAC7	MBALT 5.79% MAT	Redemption	08/15/2025	12/15/2026	MERCEDES-BENZ		703,327.82		**703,327.82**
44973	COMM	14290DAC5	CARMX 4.6% MAT	Interest	08/15/2025	10/15/2029	CARMAX AUTO			76,666.66	**76,666.66**
44973	COMM	14290DAC5	CARMX 4.6% MAT	Redemption	08/15/2025	10/15/2029	CARMAX AUTO		388,792.08		**388,792.08**
45282	COMM	14319WAD8	CARMX 4.84% MAT	Interest	08/15/2025	01/15/2030	CARMAX AUTO			70,583.33	**70,583.33**
45282	COMM	14319WAD8	CARMX 4.84% MAT	Redemption	08/15/2025	01/15/2030	CARMAX AUTO		310,867.97		**310,867.97**
45493	COMM	47800DAD6	JDOT 4.23% MAT	Interest	08/15/2025	09/17/2029	JOHN DEERE			74,025.00	**74,025.00**
45493	COMM	47800DAD6	JDOT 4.23% MAT	Redemption	08/15/2025	09/17/2029	JOHN DEERE		393,824.65		**393,824.65**
45793	COMM	14320AAD3	CARMX 4.48% MAT	Interest	08/15/2025	03/15/2030	CARMAX AUTO			42,933.33	**42,933.33**
45793	COMM	14320AAD3	CARMX 4.48% MAT	Redemption	08/15/2025	03/15/2030	CARMAX AUTO		192,562.50		**192,562.50**
45794	COMM	89231HAD8	TAOT 4.34% MAT	Interest	08/15/2025	11/15/2029	TOYOTA AUTO REC			19,891.67	**19,891.67**
45794	COMM	89231HAD8	TAOT 4.34% MAT	Redemption	08/15/2025	11/15/2029	TOYOTA AUTO REC		99,935.55		**99,935.55**
45853	COMM	98164TAB8	WOART 4.38% MAT	Interest	08/15/2025	08/15/2028	WORLD OMNI AUTO			45,625.00	**45,625.00**
45853	COMM	98164TAB8	WOART 4.38% MAT	Redemption	08/15/2025	08/15/2028	WORLD OMNI AUTO		322,231.99		**322,231.99**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
45854	COMM	02582JKP4	AMXCA 4.28% MAT	Interest	08/15/2025	04/15/2030	AMERICAN			85,600.01	**85,600.01**
45854	COMM	02582JKP4	AMXCA 4.28% MAT	Redemption	08/15/2025	04/15/2030	AMERICAN		392,284.97		**392,284.97**
45910	COMM	58768YAD7	MBALT 4.61% MAT	Interest	08/15/2025	04/16/2029	MERCEDES-BENZ			44,179.17	**44,179.17**
45910	COMM	58768YAD7	MBALT 4.61% MAT	Redemption	08/15/2025	04/16/2029	MERCEDES-BENZ		234,661.76		**234,661.76**
45932	COMM	65481GAB1	NAROT 4.5% MAT	Interest	08/15/2025	02/15/2028	NISSAN AUTO			66,000.00	**66,000.00**
45932	COMM	65481GAB1	NAROT 4.5% MAT	Redemption	08/15/2025	02/15/2028	NISSAN AUTO		544,968.79		**544,968.79**
45935	COMM	41284XAD0	HDMOT 4.9% MAT	Interest	08/15/2025	04/15/2030	HARLEY-DAVIDSON			77,833.34	**77,833.34**
45935	COMM	41284XAD0	HDMOT 4.9% MAT	Redemption	08/15/2025	04/15/2030	HARLEY-DAVIDSON		322,144.05		**322,144.05**
46179	COMM	47800UAD8	JDOT 4.17% MAT	Interest	08/15/2025	12/17/2029	JOHN DEERE			107,029.99	**107,029.99**
46179	COMM	47800UAD8	JDOT 4.17% MAT	Redemption	08/15/2025	12/17/2029	JOHN DEERE		561,905.45		**561,905.45**
		Totals for 08/15/2025						**913,251,660.33**	**936,016,826.82**	**2,749,706.93**	**25,514,873.42**
46374	COMM	16536HVK4	CHES DISC NOTE	Purchase	08/18/2025	08/19/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46376	COMM	313385KQ8	FHDN DISC NOTE	Purchase	08/18/2025	08/19/2025	FHLB DISCOUNT	249,970,555.55			**-249,970,555.55**
46377	COMM	313385KQ8	FHDN DISC NOTE	Purchase	08/18/2025	08/19/2025	FHLB DISCOUNT	149,982,333.00			**-149,982,333.00**
46378	COMM	313385KQ8	FHDN DISC NOTE	Purchase	08/18/2025	08/19/2025	FHLB DISCOUNT	249,970,555.55			**-249,970,555.55**
46372	COMM	5148X0VK8	LANDES DISC NOTE	Purchase	08/18/2025	08/19/2025	LANDES	124,985,000.00			**-124,985,000.00**
46375	COMM	63873JVK3	NATXNY DISC NOTE	Purchase	08/18/2025	08/19/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
46366	COMM	5148X0VJ1	LANDES DISC NOTE	Redemption	08/18/2025	08/18/2025	LANDES		125,000,000.00		**125,000,000.00**
46367	COMM	16536HVJ7	CHES DISC NOTE	Redemption	08/18/2025	08/18/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46368	COMM	63873JVJ6	NATXNY DISC NOTE	Redemption	08/18/2025	08/18/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
46369	COMM	313385KP0	FHDN DISC NOTE	Redemption	08/18/2025	08/18/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46370	COMM	313385KP0	FHDN DISC NOTE	Redemption	08/18/2025	08/18/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46371	COMM	313385KP0	FHDN DISC NOTE	Redemption	08/18/2025	08/18/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
41842	COMM	3133ENNY2	FEDERAL FARM CR	Interest	08/18/2025	02/17/2026	FFCB NOTES			262,500.00	**262,500.00**
42484	COMM	3133ENF96	FFCB 3.96% MAT	Interest	08/18/2025	08/17/2026	FFCB NOTES			396,000.00	**396,000.00**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Interest	08/18/2025	02/16/2027	GM FINANCIAL			4,820.90	**4,820.90**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Redemption	08/18/2025	02/16/2027	GM FINANCIAL		440,231.21		**440,231.21**
45851	COMM	362549AD9	GMCAR 4.28% MAT	Interest	08/18/2025	04/16/2030	GM FINANCIAL			30,316.69	**30,316.69**
45851	COMM	362549AD9	GMCAR 4.28% MAT	Redemption	08/18/2025	04/16/2030	GM FINANCIAL		138,916.33		**138,916.33**
		Totals for 08/18/2025						**899,893,402.43**	**900,579,147.54**	**693,637.59**	**1,379,382.70**
46380	COMM	16536HVL2	CHES DISC NOTE	Purchase	08/19/2025	08/20/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46382	COMM	313385KR6	FHDN DISC NOTE	Purchase	08/19/2025	08/20/2025	FHLB DISCOUNT	249,970,475.00			**-249,970,475.00**
46383	COMM	313385KR6	FHDN DISC NOTE	Purchase	08/19/2025	08/20/2025	FHLB DISCOUNT	149,982,291.00			**-149,982,291.00**
46384	COMM	313385KR6	FHDN DISC NOTE	Purchase	08/19/2025	08/20/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46379	COMM	5148X0VL6	LANDES DISC NOTE	Purchase	08/19/2025	08/20/2025	LANDES	124,985,000.00			**-124,985,000.00**
46381	COMM	63873JVL1	NATXNY DISC NOTE	Purchase	08/19/2025	08/20/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
40550	COMM	3136G4H63	FEDERAL NATL MTG	Redemption	08/19/2025	08/19/2025	FNMA NOTES		11,500,000.00		**11,500,000.00**
40551	COMM	3136G4H63	FEDERAL NATL MTG	Redemption	08/19/2025	08/19/2025	FNMA NOTES		10,000,000.00		**10,000,000.00**
40552	COMM	3136G4H63	FEDERAL NATL MTG	Redemption	08/19/2025	08/19/2025	FNMA NOTES		15,000,000.00		**15,000,000.00**
46372	COMM	5148X0VK8	LANDES DISC NOTE	Redemption	08/19/2025	08/19/2025	LANDES		125,000,000.00		**125,000,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46374	COMM	16536HVK4	CHES DISC NOTE	Redemption	08/19/2025	08/19/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46375	COMM	63873JVK3	NATXNY DISC NOTE	Redemption	08/19/2025	08/19/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
46376	COMM	313385KQ8	FHDN DISC NOTE	Redemption	08/19/2025	08/19/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46377	COMM	313385KQ8	FHDN DISC NOTE	Redemption	08/19/2025	08/19/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46378	COMM	313385KQ8	FHDN DISC NOTE	Redemption	08/19/2025	08/19/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
40550	COMM	3136G4H63	FEDERAL NATL MTG	Interest	08/19/2025	08/19/2025	FNMA NOTES			31,625.00	**31,625.00**
40551	COMM	3136G4H63	FEDERAL NATL MTG	Interest	08/19/2025	08/19/2025	FNMA NOTES			27,500.00	**27,500.00**
40552	COMM	3136G4H63	FEDERAL NATL MTG	Interest	08/19/2025	08/19/2025	FNMA NOTES			41,250.00	**41,250.00**
		Totals for 08/19/2025						**899,893,210.43**	**936,500,000.00**	**100,375.00**	**36,707,164.57**
46389	COMM	16536HVM0	CHES DISC NOTE	Purchase	08/20/2025	08/21/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46391	COMM	313385KS4	FHDN DISC NOTE	Purchase	08/20/2025	08/21/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46392	COMM	313385KS4	FHDN DISC NOTE	Purchase	08/20/2025	08/21/2025	FHLB DISCOUNT	149,982,291.00			**-149,982,291.00**
46394	COMM	313385KS4	FHDN DISC NOTE	Purchase	08/20/2025	08/21/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46388	COMM	5148X0VM4	LANDES DISC NOTE	Purchase	08/20/2025	08/21/2025	LANDES	124,985,000.00			**-124,985,000.00**
46390	COMM	63873JVM9	NATXNY DISC NOTE	Purchase	08/20/2025	08/21/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
46346	COMM	858933AC8	SFUEL 4.27% MAT	Purchase	08/20/2025	01/22/2029	STELLATINS	26,996,160.60			**-26,996,160.60**
40553	COMM	037833DX5	AAPL 0.55% MAT	Redemption	08/20/2025	08/20/2025	APPLE INC		30,000,000.00		**30,000,000.00**
46379	COMM	5148X0VL6	LANDES DISC NOTE	Redemption	08/20/2025	08/20/2025	LANDES		125,000,000.00		**125,000,000.00**
46380	COMM	16536HVL2	CHES DISC NOTE	Redemption	08/20/2025	08/20/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46381	COMM	63873JVL1	NATXNY DISC NOTE	Redemption	08/20/2025	08/20/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
46382	COMM	313385KR6	FHDN DISC NOTE	Redemption	08/20/2025	08/20/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46383	COMM	313385KR6	FHDN DISC NOTE	Redemption	08/20/2025	08/20/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46384	COMM	313385KR6	FHDN DISC NOTE	Redemption	08/20/2025	08/20/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
40553	COMM	037833DX5	AAPL 0.55% MAT	Interest	08/20/2025	08/20/2025	APPLE INC			82,500.00	**82,500.00**
41652	COMM	3130ANMH0	FEDERAL HOME	Interest	08/20/2025	08/20/2026	FHLB NOTES			137,500.00	**137,500.00**
42245	COMM	3130ANMH0	FEDERAL HOME	Interest	08/20/2025	08/20/2026	FHLB NOTES			56,182.50	**56,182.50**
45980	COMM	55381BJQ2	MUFG 4.61% MAT	Interest	08/20/2025	02/20/2026	MUFG Mitsubishi			1,050,306.10	**1,050,306.10**
43336	COMM	88167PAC2	TESLA 5.89% MAT	Interest	08/20/2025	06/22/2026	TESLA AUTO LEASE			852.64	**852.64**
43336	COMM	88167PAC2	TESLA 5.89% MAT	Redemption	08/20/2025	06/22/2026	TESLA AUTO LEASE		173,717.50		**173,717.50**
43771	COMM	92348KCL5	VZMT 5.% MAT	Interest	08/20/2025	12/20/2028	VERIZON MASTER			72,916.67	**72,916.67**
43771	COMM	92348KCL5	VZMT 5.% MAT	Redemption	08/20/2025	12/20/2028	VERIZON MASTER		447,423.11		**447,423.11**
44146	COMM	362548AD1	GMALT 5.05% MAT	Interest	08/20/2025	07/20/2026	GM FIN'CL AUTO			4,247.07	**4,247.07**
44146	COMM	362548AD1	GMALT 5.05% MAT	Redemption	08/20/2025	07/20/2026	GM FIN'CL AUTO		1,009,216.52		**1,009,216.52**
44629	COMM	73328AAD1	PILOT 4.67% MAT	Interest	08/20/2025	11/22/2027	PORSCHE			29,187.50	**29,187.50**
44629	COMM	73328AAD1	PILOT 4.67% MAT	Redemption	08/20/2025	11/22/2027	PORSCHE		259,447.74		**259,447.74**
44817	COMM	881934AD5	TESLA 2024-B A3	Interest	08/20/2025	11/20/2026	TESLA AUTO LEASE			110,458.34	**110,458.34**
44817	COMM	881934AD5	TESLA 2024-B A3	Redemption	08/20/2025	11/20/2026	TESLA AUTO LEASE		1,711,248.98		**1,711,248.98**
44988	COMM	92868RAD0	VALET 2024-1 A3	Interest	08/20/2025	07/20/2029	VOLKSWAGEN			57,875.00	**57,875.00**
44988	COMM	92868RAD0	VALET 2024-1 A3	Redemption	08/20/2025	07/20/2029	VOLKSWAGEN		307,283.64		**307,283.64**
45606	COMM	92348KDZ3	VZMT 4.88% MAT	Interest	08/20/2025	03/20/2030	VERIZON MASTER			83,583.63	**83,583.63**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
45606	COMM	92348KDZ3	VZMT 4.88% MAT	Redemption	08/20/2025	03/20/2030	VERIZON MASTER		343,830.29		**343,830.29**
45850	COMM	05594BAD8	BAAT 4.35% MAT	Interest	08/20/2025	11/20/2029	BANK OF AMERICA			27,187.50	**27,187.50**
45850	COMM	05594BAD8	BAAT 4.35% MAT	Redemption	08/20/2025	11/20/2029	BANK OF AMERICA		136,245.48		**136,245.48**
45933	COMM	362962AD4	GMALT 4.58% MAT	Interest	08/20/2025	05/22/2028	GM FIN'CL AUTO			73,470.86	**73,470.86**
45933	COMM	362962AD4	GMALT 4.58% MAT	Redemption	08/20/2025	05/22/2028	GM FIN'CL AUTO		524,514.16		**524,514.16**
46034	COMM	92868WAD9	VWALT 4.5% MAT	Interest	08/20/2025	06/20/2028	VOLKSWAGEN			53,437.50	**53,437.50**
46034	COMM	92868WAD9	VWALT 4.5% MAT	Redemption	08/20/2025	06/20/2028	VOLKSWAGEN		386,374.32		**386,374.32**
		Totals for 08/20/2025						**926,889,382.13**	**935,299,301.74**	**1,839,705.31**	**10,249,624.92**
46397	COMM	16536HVN8	CHES DISC NOTE	Purchase	08/21/2025	08/22/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46399	COMM	313385KT2	FHDN DISC NOTE	Purchase	08/21/2025	08/22/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46400	COMM	313385KT2	FHDN DISC NOTE	Purchase	08/21/2025	08/22/2025	FHLB DISCOUNT	149,982,291.00			**-149,982,291.00**
46401	COMM	313385KT2	FHDN DISC NOTE	Purchase	08/21/2025	08/22/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46396	COMM	5148X0VN2	LANDES DISC NOTE	Purchase	08/21/2025	08/22/2025	LANDES	124,985,000.00			**-124,985,000.00**
46398	COMM	63873JVN7	NATXNY DISC NOTE	Purchase	08/21/2025	08/22/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
46388	COMM	5148X0VM4	LANDES DISC NOTE	Redemption	08/21/2025	08/21/2025	LANDES		125,000,000.00		**125,000,000.00**
46389	COMM	16536HVM0	CHES DISC NOTE	Redemption	08/21/2025	08/21/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46390	COMM	63873JVM9	NATXNY DISC NOTE	Redemption	08/21/2025	08/21/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
46391	COMM	313385KS4	FHDN DISC NOTE	Redemption	08/21/2025	08/21/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46392	COMM	313385KS4	FHDN DISC NOTE	Redemption	08/21/2025	08/21/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46394	COMM	313385KS4	FHDN DISC NOTE	Redemption	08/21/2025	08/21/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
44663	COMM	31424WNA6	FARMER MAC	Interest	08/21/2025	08/21/2026	FARMER MAC			387,800.00	**387,800.00**
45676	COMM	17325FBM9	CITINA 5.0608339%	Interest	08/21/2025	11/19/2027	CITI BANK NA			276,733.16	**276,733.16**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Interest	08/21/2025	04/21/2027	HONDA AUTO			27,206.08	**27,206.08**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Redemption	08/21/2025	04/21/2027	HONDA AUTO		767,408.92		**767,408.92**
43617	COMM	438123AB7	HAROT 5.87% MAT	Interest	08/21/2025	06/22/2026	HONDA AUTO			164.82	**164.82**
43617	COMM	438123AB7	HAROT 5.87% MAT	Redemption	08/21/2025	06/22/2026	HONDA AUTO		33,694.89		**33,694.89**
		Totals for 08/21/2025						**899,893,221.53**	**900,801,103.81**	**691,904.06**	**1,599,786.34**
46404	COMM	16536HVR9	CHES DISC NOTE	Purchase	08/22/2025	08/25/2025	CHESHAM FINANCE	74,972,875.00			**-74,972,875.00**
46406	COMM	313385KW5	FHDN DISC NOTE	Purchase	08/22/2025	08/25/2025	FHLB DISCOUNT	249,911,354.15			**-249,911,354.15**
46407	COMM	313385KW5	FHDN DISC NOTE	Purchase	08/22/2025	08/25/2025	FHLB DISCOUNT	149,946,813.00			**-149,946,813.00**
46408	COMM	313385KW5	FHDN DISC NOTE	Purchase	08/22/2025	08/25/2025	FHLB DISCOUNT	249,911,354.15			**-249,911,354.15**
46403	COMM	5148X0VR3	LANDES DISC NOTE	Purchase	08/22/2025	08/25/2025	LANDES	124,955,000.00			**-124,955,000.00**
46405	COMM	63873JVR8	NATXNY DISC NOTE	Purchase	08/22/2025	08/25/2025	NATIXIS NY	49,982,000.00			**-49,982,000.00**
41860	COMM	3133ENPX2	FEDERAL FARM CR	Redemption	08/22/2025	08/22/2025	FFCB NOTES		20,000,000.00		**20,000,000.00**
44774	COMM	313313KT4	FCDN ZERO CPN	Redemption	08/22/2025	08/22/2025	FFCB DISCOUNT		60,000,000.00		**60,000,000.00**
45022	COMM	89115DFF8	TDNY 4.6% MAT	Redemption	08/22/2025	08/22/2025	TORONTO		60,000,000.00		**60,000,000.00**
45943	COMM	79490AVN5	SALREC DISC NOTE	Redemption	08/22/2025	08/22/2025	SALISBURY REC CO		50,000,000.00		**50,000,000.00**
46396	COMM	5148X0VN2	LANDES DISC NOTE	Redemption	08/22/2025	08/22/2025	LANDES		125,000,000.00		**125,000,000.00**
46397	COMM	16536HVN8	CHES DISC NOTE	Redemption	08/22/2025	08/22/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46398	COMM	63873JVN7	NATXNY DISC NOTE	Redemption	08/22/2025	08/22/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46399	COMM	313385KT2	FHDN DISC NOTE	Redemption	08/22/2025	08/22/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46400	COMM	313385KT2	FHDN DISC NOTE	Redemption	08/22/2025	08/22/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46401	COMM	313385KT2	FHDN DISC NOTE	Redemption	08/22/2025	08/22/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
41860	COMM	3133ENPX2	FEDERAL FARM CR	Interest	08/22/2025	08/22/2025	FFCB NOTES			180,000.00	**180,000.00**
45022	COMM	89115DFF8	TDNY 4.6% MAT	Interest	08/22/2025	08/22/2025	TORONTO			2,062,333.32	**2,062,333.32**
45785	COMM	24703UAC7	DEFT 4.68% MAT	Interest	08/22/2025	07/22/2027	DELL EQUIPMENT			23,400.00	**23,400.00**
45785	COMM	24703UAC7	DEFT 4.68% MAT	Redemption	08/22/2025	07/22/2027	DELL EQUIPMENT		242,813.18		**242,813.18**
		Totals for 08/22/2025						**899,679,396.30**	**1,090,242,813.1**	**2,265,733.32**	**192,829,150.20**
46410	COMM	16536HVS7	CHES DISC NOTE	Purchase	08/25/2025	08/26/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46412	COMM	313385KX3	FHDN DISC NOTE	Purchase	08/25/2025	08/26/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46413	COMM	313385KX3	FHDN DISC NOTE	Purchase	08/25/2025	08/26/2025	FHLB DISCOUNT	149,982,291.00			**-149,982,291.00**
46414	COMM	313385KX3	FHDN DISC NOTE	Purchase	08/25/2025	08/26/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46409	COMM	5148X0VS1	LANDES DISC NOTE	Purchase	08/25/2025	08/26/2025	LANDES	124,985,000.00			**-124,985,000.00**
46387	COMM	592179KR5	MET LI 4.15% MAT	Purchase	08/25/2025	08/25/2028	MET LIFE GLOBAL	19,998,400.00			**-19,998,400.00**
46411	COMM	63873JVS6	NATXNY DISC NOTE	Purchase	08/25/2025	08/26/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
46386	COMM	63743HFZ0	NRUC 4.15% MAT	Purchase	08/25/2025	08/25/2028	NATIONAL RURAL	9,988,800.00			**-9,988,800.00**
46385	COMM	89236TNP6	TOYOTA 4.5% MAT	Purchase	08/25/2025	08/25/2027	TOYOTA FINANCIAL	45,000,000.00			**-45,000,000.00**
40555	COMM	3135G05X7	FEDERAL NATL MTG	Redemption	08/25/2025	08/25/2025	FNMA NOTES		30,000,000.00		**30,000,000.00**
40971	COMM	3135G05X7	FEDERAL NATL MTG	Redemption	08/25/2025	08/25/2025	FNMA NOTES		15,000,000.00		**15,000,000.00**
40998	COMM	3135G05X7	FEDERAL NATL MTG	Redemption	08/25/2025	08/25/2025	FNMA NOTES		15,000,000.00		**15,000,000.00**
41006	COMM	3135G05X7	FEDERAL NATL MTG	Redemption	08/25/2025	08/25/2025	FNMA NOTES		15,000,000.00		**15,000,000.00**
41537	COMM	3135G05X7	FEDERAL NATL MTG	Redemption	08/25/2025	08/25/2025	FNMA NOTES		25,000,000.00		**25,000,000.00**
41559	COMM	3135G05X7	FEDERAL NATL MTG	Redemption	08/25/2025	08/25/2025	FNMA NOTES		10,000,000.00		**10,000,000.00**
41809	COMM	3136G4W41	FEDERAL NATL MTG	Redemption	08/25/2025	08/25/2025	FNMA NOTES		30,000,000.00		**30,000,000.00**
42344	COMM	3135G05X7	FEDERAL NATL MTG	Redemption	08/25/2025	08/25/2025	FNMA NOTES		10,000,000.00		**10,000,000.00**
46403	COMM	5148X0VR3	LANDES DISC NOTE	Redemption	08/25/2025	08/25/2025	LANDES		125,000,000.00		**125,000,000.00**
46404	COMM	16536HVR9	CHES DISC NOTE	Redemption	08/25/2025	08/25/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46405	COMM	63873JVR8	NATXNY DISC NOTE	Redemption	08/25/2025	08/25/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
46406	COMM	313385KW5	FHDN DISC NOTE	Redemption	08/25/2025	08/25/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46407	COMM	313385KW5	FHDN DISC NOTE	Redemption	08/25/2025	08/25/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46408	COMM	313385KW5	FHDN DISC NOTE	Redemption	08/25/2025	08/25/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
40555	COMM	3135G05X7	FEDERAL NATL MTG	Interest	08/25/2025	08/25/2025	FNMA NOTES			56,250.00	**56,250.00**
40968	COMM	3130ALDL5	FEDERAL HOME	Interest	08/25/2025	02/25/2026	FHLB NOTES			109,375.00	**109,375.00**
40971	COMM	3135G05X7	FEDERAL NATL MTG	Interest	08/25/2025	08/25/2025	FNMA NOTES			28,125.00	**28,125.00**
40998	COMM	3135G05X7	FEDERAL NATL MTG	Interest	08/25/2025	08/25/2025	FNMA NOTES			28,125.00	**28,125.00**
41006	COMM	3135G05X7	FEDERAL NATL MTG	Interest	08/25/2025	08/25/2025	FNMA NOTES			28,125.00	**28,125.00**
41057	COMM	3130ALCV4	FEDERAL HOME	Interest	08/25/2025	02/24/2026	FHLB NOTES			56,250.00	**56,250.00**
41332	COMM	3130ANWF3	FEDERAL HOME	Interest	08/25/2025	08/25/2026	FHLB NOTES			218,250.00	**218,250.00**
41537	COMM	3135G05X7	FEDERAL NATL MTG	Interest	08/25/2025	08/25/2025	FNMA NOTES			46,875.00	**46,875.00**
41559	COMM	3135G05X7	FEDERAL NATL MTG	Interest	08/25/2025	08/25/2025	FNMA NOTES			18,750.00	**18,750.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41809	COMM	3136G4W41	FEDERAL NATL MTG	Interest	08/25/2025	08/25/2025	FNMA NOTES			97,500.00	**97,500.00**
42344	COMM	3135G05X7	FEDERAL NATL MTG	Interest	08/25/2025	08/25/2025	FNMA NOTES			18,750.00	**18,750.00**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	08/25/2025	03/25/2026	FHLMC			5,374.98	**5,374.98**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	08/25/2025	03/25/2026	FHLMC		315,420.48		**315,420.48**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	08/25/2025	07/25/2026	FHLMC			8,407.34	**8,407.34**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	08/25/2025	07/25/2026	FHLMC		259,045.60		**259,045.60**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	08/25/2025	10/01/2025	FHLMC			28,873.70	**28,873.70**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	08/25/2025	10/01/2025	FHLMC		26,213.97		**26,213.97**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	08/25/2025	10/25/2025	FHLMC			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	08/25/2025	10/25/2025	FHLMC		1,829,804.83		**1,829,804.83**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	08/25/2025	09/25/2029	FHLMC			2,107.58	**2,107.58**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	08/25/2025	09/25/2029	FHLMC		1,025.22		**1,025.22**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	08/25/2025	10/01/2025	FHLMC			29,837.50	**29,837.50**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	08/25/2025	10/01/2025	FHLMC		15,255,938.01		**15,255,938.01**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	08/25/2025	07/01/2026	FNMA			18,997.61	**18,997.61**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	08/25/2025	07/01/2026	FNMA		15,924.10		**15,924.10**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	08/25/2025	09/25/2027	FHLMC			1,030.23	**1,030.23**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	08/25/2025	09/25/2027	FHLMC		68,595.60		**68,595.60**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	08/25/2025	10/25/2025	FHLMC			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	08/25/2025	10/25/2025	FHLMC				**0.00**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	08/25/2025	06/25/2027	FHLMC			4,713.30	**4,713.30**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	08/25/2025	06/25/2027	FHLMC		17,532.41		**17,532.41**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Interest	08/25/2025	07/25/2027	FHLMC			23,770.38	**23,770.38**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Redemption	08/25/2025	07/25/2027	FHLMC		972,680.08		**972,680.08**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Interest	08/25/2025	08/25/2027	FHLMC			10,820.53	**10,820.53**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Redemption	08/25/2025	08/25/2027	FHLMC		165,237.80		**165,237.80**
41222	COMM	3137H14A1	FHLMCM 0.854%	Interest	08/25/2025	01/25/2028	FHLMC			8,120.42	**8,120.42**
41222	COMM	3137H14A1	FHLMCM 0.854%	Redemption	08/25/2025	01/25/2028	FHLMC		354,059.14		**354,059.14**
41228	COMM	3136AUG21	FNMAM 2.49552%	Interest	08/25/2025	10/25/2026	FNMA			34,175.73	**34,175.73**
41228	COMM	3136AUG21	FNMAM 2.49552%	Redemption	08/25/2025	10/25/2026	FNMA		25,843.00		**25,843.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Interest	08/25/2025	11/01/2026	FHLMC			27,125.00	**27,125.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Redemption	08/25/2025	11/01/2026	FHLMC		1,044,407.37		**1,044,407.37**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Interest	08/25/2025	11/01/2031	FHLMC SINGLE			9,473.48	**9,473.48**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Redemption	08/25/2025	11/01/2031	FHLMC SINGLE		159,091.22		**159,091.22**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Interest	08/25/2025	11/01/2031	FNMA SINGLE			9,000.96	**9,000.96**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Redemption	08/25/2025	11/01/2031	FNMA SINGLE		129,887.70		**129,887.70**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Interest	08/25/2025	09/01/2031	FNMA SINGLE			16,373.09	**16,373.09**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Redemption	08/25/2025	09/01/2031	FNMA SINGLE		243,961.83		**243,961.83**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Interest	08/25/2025	01/01/2032	FHLMC SINGLE			14,961.00	**14,961.00**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Redemption	08/25/2025	01/01/2032	FHLMC SINGLE		212,686.54		**212,686.54**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Interest	08/25/2025	12/01/2031	FNMA SINGLE			13,026.16	**13,026.16**

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41676	COMM	31418EAD2	FNMAP 1.5% MAT	Redemption	08/25/2025	12/01/2031	FNMA SINGLE		228,130.20		**228,130.20**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Interest	08/25/2025	07/25/2029	FHLMC			27,170.63	**27,170.63**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Redemption	08/25/2025	07/25/2029	FHLMC		263,614.31		**263,614.31**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Interest	08/25/2025	04/01/2026	FNMA			23,994.82	**23,994.82**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Redemption	08/25/2025	04/01/2026	FNMA		17,878.74		**17,878.74**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Interest	08/25/2025	03/25/2027	FHLMC			22,254.56	**22,254.56**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Redemption	08/25/2025	03/25/2027	FHLMC		77,547.20		**77,547.20**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	08/25/2025	01/01/2026	FNMA			93,430.56	**93,430.56**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	08/25/2025	01/01/2026	FNMA		5,979,416.92		**5,979,416.92**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Interest	08/25/2025	04/25/2027	FHLMC			11,892.96	**11,892.96**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Redemption	08/25/2025	04/25/2027	FHLMC		42,291.04		**42,291.04**
42093	COMM	3137F1G44	FHLMCM 3.243%	Interest	08/25/2025	04/25/2027	FHLMC			94,587.50	**94,587.50**
42093	COMM	3137F1G44	FHLMCM 3.243%	Redemption	08/25/2025	04/25/2027	FHLMC		1,734,192.79		**1,734,192.79**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Interest	08/25/2025	03/25/2027	FHLMC			107,466.68	**107,466.68**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Redemption	08/25/2025	03/25/2027	FHLMC		2,065,652.70		**2,065,652.70**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Interest	08/25/2025	06/25/2027	FHLMC			90,912.50	**90,912.50**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Redemption	08/25/2025	06/25/2027	FHLMC				**0.00**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Interest	08/25/2025	07/01/2026	FNMA NOTES			77,600.86	**77,600.86**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Redemption	08/25/2025	07/01/2026	FNMA NOTES		94,579.65		**94,579.65**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Interest	08/25/2025	10/01/2026	FNMA			42,538.89	**42,538.89**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Redemption	08/25/2025	10/01/2026	FNMA		1,374,629.78		**1,374,629.78**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Interest	08/25/2025	08/25/2026	FNMA			95,640.43	**95,640.43**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Redemption	08/25/2025	08/25/2026	FNMA		60,108.89		**60,108.89**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	08/25/2025	06/01/2026	FNMA			32,812.50	**32,812.50**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	08/25/2025	06/01/2026	FNMA		1,385,294.01		**1,385,294.01**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	08/25/2025	06/01/2026	FNMA			32,812.50	**32,812.50**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	08/25/2025	06/01/2026	FNMA				**0.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Interest	08/25/2025	04/25/2027	FHLMC			54,050.00	**54,050.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Redemption	08/25/2025	04/25/2027	FHLMC				**0.00**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Interest	08/25/2025	07/01/2026	FNMA			44,261.11	**44,261.11**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Redemption	08/25/2025	07/01/2026	FNMA		1,698,793.26		**1,698,793.26**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Interest	08/25/2025	08/25/2026	BMW VEHICLE			2,033.26	**2,033.26**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Redemption	08/25/2025	08/25/2026	BMW VEHICLE		459,401.38		**459,401.38**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Interest	08/25/2025	11/01/2026	FNMA			56,575.00	**56,575.00**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Redemption	08/25/2025	11/01/2026	FNMA		1,925,071.62		**1,925,071.62**
42205	COMM	3137FMD25	FHLMCM 2.875%	Interest	08/25/2025	04/25/2026	FHLMC			47,772.91	**47,772.91**
42205	COMM	3137FMD25	FHLMCM 2.875%	Redemption	08/25/2025	04/25/2026	FHLMC		2,048,870.23		**2,048,870.23**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	08/25/2025	06/01/2026	FNMA			17,500.00	**17,500.00**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	08/25/2025	06/01/2026	FNMA				**0.00**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Interest	08/25/2025	08/25/2027	FHLMC			29,255.59	**29,255.59**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Redemption	08/25/2025	08/25/2027	FHLMC		431,479.39		**431,479.39**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Interest	08/25/2025	12/01/2025	FNMA			27,845.21	**27,845.21**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Redemption	08/25/2025	12/01/2025	FNMA		15,953.83		**15,953.83**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Interest	08/25/2025	02/25/2027	FHLMC			54,800.00	**54,800.00**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Redemption	08/25/2025	02/25/2027	FHLMC		1,031,238.35		**1,031,238.35**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Interest	08/25/2025	01/01/2026	FNMA			26,694.44	**26,694.44**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Redemption	08/25/2025	01/01/2026	FNMA		1,651,865.02		**1,651,865.02**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Interest	08/25/2025	07/01/2026	FNMA NOTES			83,355.56	**83,355.56**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Redemption	08/25/2025	07/01/2026	FNMA NOTES		3,295,367.93		**3,295,367.93**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Interest	08/25/2025	12/01/2027	FHLMC			23,094.98	**23,094.98**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Redemption	08/25/2025	12/01/2027	FHLMC		753,039.63		**753,039.63**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Interest	08/25/2025	11/01/2027	FHLMC			139,637.23	**139,637.23**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Redemption	08/25/2025	11/01/2027	FHLMC		57,740.40		**57,740.40**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Interest	08/25/2025	12/25/2027	FHLMC			57,032.55	**57,032.55**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Redemption	08/25/2025	12/25/2027	FHLMC		554,685.30		**554,685.30**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Interest	08/25/2025	02/01/2028	FHLMC			115,378.55	**115,378.55**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Redemption	08/25/2025	02/01/2028	FHLMC		1,096,501.83		**1,096,501.83**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Interest	08/25/2025	01/01/2028	FNMA			91,007.96	**91,007.96**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Redemption	08/25/2025	01/01/2028	FNMA		849,645.46		**849,645.46**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Interest	08/25/2025	07/25/2026	FREDDIE MAC			17,375.73	**17,375.73**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Redemption	08/25/2025	07/25/2026	FREDDIE MAC		44,710.02		**44,710.02**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Interest	08/25/2025	01/01/2028	FNMA			116,043.18	**116,043.18**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Redemption	08/25/2025	01/01/2028	FNMA		1,120,516.10		**1,120,516.10**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Interest	08/25/2025	09/01/2027	FNMA			75,993.06	**75,993.06**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Redemption	08/25/2025	09/01/2027	FNMA		1,026,823.42		**1,026,823.42**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Interest	08/25/2025	02/01/2028	FNMA			89,770.83	**89,770.83**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Redemption	08/25/2025	02/01/2028	FNMA		880,442.47		**880,442.47**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Interest	08/25/2025	06/01/2028	FNMA			85,468.46	**85,468.46**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Redemption	08/25/2025	06/01/2028	FNMA		723,094.17		**723,094.17**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Interest	08/25/2025	08/25/2025	FHLMC			18,544.75	**18,544.75**
43391	COMM	3137FJXQ7	FHLMCM 3.75% MAT	Redemption	08/25/2025	08/25/2025	FHLMC		5,934,338.80		**5,934,338.80**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Interest	08/25/2025	07/01/2028	FNMA			89,619.91	**89,619.91**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Redemption	08/25/2025	07/01/2028	FNMA		649,039.63		**649,039.63**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Interest	08/25/2025	07/01/2028	FHLMC			53,791.87	**53,791.87**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Redemption	08/25/2025	07/01/2028	FHLMC		413,744.29		**413,744.29**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Interest	08/25/2025	06/01/2028	FREDDIE MAC			119,787.10	**119,787.10**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Redemption	08/25/2025	06/01/2028	FREDDIE MAC		813,482.54		**813,482.54**
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Interest	08/25/2025	10/25/2028	FHLMC			85,050.00	**85,050.00**
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Redemption	08/25/2025	10/25/2028	FHLMC		552,761.21		**552,761.21**
43889	COMM	3132XFND6	FHLMC 5.% MAT	Interest	08/25/2025	08/01/2028	FHLMC			177,070.27	**177,070.27**
43889	COMM	3132XFND6	FHLMC 5.% MAT	Redemption	08/25/2025	08/01/2028	FHLMC		1,162,820.50		**1,162,820.50**
44063	COMM	3142FFGN1	FNMAM 4.6% MAT	Interest	08/25/2025	01/01/2029	FNMA			158,444.44	**158,444.44**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44063	COMM	3142FFGN1	FNMAM 4.6% MAT	Redemption	08/25/2025	01/01/2029	FNMA		969,020.71		**969,020.71**
44297	COMM	096919AD7	BMWOT 5.18% MAT	Interest	08/25/2025	02/26/2029	BMW VEHICLE			73,383.34	**73,383.34**
44297	COMM	096919AD7	BMWOT 5.18% MAT	Redemption	08/25/2025	02/26/2029	BMW VEHICLE		390,957.92		**390,957.92**
44491	COMM	3136B06Q4	FNMA 5.77% MAT	Interest	08/25/2025	04/25/2030	FNMA NOTES			20,061.61	**20,061.61**
44491	COMM	3136B06Q4	FNMA 5.77% MAT	Redemption	08/25/2025	04/25/2030	FNMA NOTES		5,256.62		**5,256.62**
44670	COMM	3138LMNE9	FNMAM 5.766% MAT	Interest	08/25/2025	03/01/2028	FNMA			67,679.44	**67,679.44**
44670	COMM	3138LMNE9	FNMAM 5.766% MAT	Redemption	08/25/2025	03/01/2028	FNMA		24,853.66		**24,853.66**
44805	COMM	313637Q52	FN 109476 MTG	Interest	08/25/2025	08/01/2028	FNMA			67,812.50	**67,812.50**
44805	COMM	313637Q52	FN 109476 MTG	Redemption	08/25/2025	08/01/2028	FNMA		633,198.16		**633,198.16**
45059	COMM	3137H74L4	FHLMC 5.30243%	Interest	08/25/2025	04/25/2030	FHLMC NOTES			86,679.53	**86,679.53**
45059	COMM	3137H74L4	FHLMC 5.30243%	Redemption	08/25/2025	04/25/2030	FHLMC NOTES		13,858.06		**13,858.06**
45093	COMM	3132XKXC6	FHLMC 4.39% MAT	Interest	08/25/2025	10/01/2029	FHLMC NOTES			75,605.55	**75,605.55**
45093	COMM	3132XKXC6	FHLMC 4.39% MAT	Redemption	08/25/2025	10/01/2029	FHLMC NOTES		381,380.63		**381,380.63**
45140	COMM	3132XKXC6-A	FHLMC 4.39% MAT	Interest	08/25/2025	10/01/2029	FHLMC NOTES			37,802.78	**37,802.78**
45140	COMM	3132XKXC6-A	FHLMC 4.39% MAT	Redemption	08/25/2025	10/01/2029	FHLMC NOTES		189,415.95		**189,415.95**
45367	COMM	096924AD7	BMWOT 4.56% MAT	Interest	08/25/2025	09/25/2029	BMW VEHICLE			95,000.00	**95,000.00**
45367	COMM	096924AD7	BMWOT 4.56% MAT	Redemption	08/25/2025	09/25/2029	BMW VEHICLE		479,583.67		**479,583.67**
45492	COMM	3132XKSM0	FREDM 4.5% MAT	Interest	08/25/2025	07/01/2029	FREDDIE MAC			94,065.62	**94,065.62**
45492	COMM	3132XKSM0	FREDM 4.5% MAT	Redemption	08/25/2025	07/01/2029	FREDDIE MAC		506,368.80		**506,368.80**
45607	COMM	3137HJ5Z6	FHLMCM 4.84268%	Interest	08/25/2025	09/25/2029	FHLMC			62,050.62	**62,050.62**
45607	COMM	3137HJ5Z6	FHLMCM 4.84268%	Redemption	08/25/2025	09/25/2029	FHLMC		2,502.00		**2,502.00**
45681	COMM	3137FMU67	FREDM 2.862% MAT	Interest	08/25/2025	05/25/2026	FREDDIE MAC			27,687.59	**27,687.59**
45681	COMM	3137FMU67	FREDM 2.862% MAT	Redemption	08/25/2025	05/25/2026	FREDDIE MAC		15,838.16		**15,838.16**
45706	COMM	3137HBPH1	FHLMCM 4.95268%	Interest	08/25/2025	01/25/2031	FHLMC			21,245.99	**21,245.99**
45706	COMM	3137HBPH1	FHLMCM 4.95268%	Redemption	08/25/2025	01/25/2031	FHLMC		2,741.99		**2,741.99**
46003	COMM	096912AD2	BMWLT 4.43% MAT	Interest	08/25/2025	06/26/2028	BMW VEHICLE			33,225.00	**33,225.00**
46003	COMM	096912AD2	BMWLT 4.43% MAT	Redemption	08/25/2025	06/26/2028	BMW VEHICLE		237,137.94		**237,137.94**
46077	COMM	3137HLY48	FHLMCM 4.404%	Interest	08/25/2025	04/25/2030	FHLMC			73,400.00	**73,400.00**
46077	COMM	3137HLY48	FHLMCM 4.404%	Redemption	08/25/2025	04/25/2030	FHLMC		316,633.34		**316,633.34**
46078	COMM	3137BS5N9	FHLMCM 2.72% MAT	Interest	08/25/2025	07/25/2026	FHLMC			79,333.35	**79,333.35**
46078	COMM	3137BS5N9	FHLMCM 2.72% MAT	Redemption	08/25/2025	07/25/2026	FHLMC		2,779,788.22		**2,779,788.22**
46079	COMM	3137BS5N9	FHLMCM 2.72% MAT	Interest	08/25/2025	07/25/2026	FHLMC			56,666.67	**56,666.67**
46079	COMM	3137BS5N9	FHLMCM 2.72% MAT	Redemption	08/25/2025	07/25/2026	FHLMC				**0.00**
46121	COMM	3132XDCK7	FREDM 4.15% MAT	Interest	08/25/2025	05/01/2030	FREDDIE MAC			88,861.87	**88,861.87**
46121	COMM	3132XDCK7	FREDM 4.15% MAT	Redemption	08/25/2025	05/01/2030	FREDDIE MAC		25,313.16		**25,313.16**
46143	COMM	3132XFUA4	FHLM 4.2% MAT	Interest	08/25/2025	10/01/2029	FHLMC SINGLE			37,143.17	**37,143.17**
46143	COMM	3132XFUA4	FHLM 4.2% MAT	Redemption	08/25/2025	10/01/2029	FHLMC SINGLE		196,843.81		**196,843.81**
46143	COMM	3132XFUA4	FHLM 4.2% MAT	Interest	08/25/2025	10/01/2029	FHLMC SINGLE			-1,198.17	**-1,198.17**
46143	COMM	3132XFUA4	FHLM 4.2% MAT	Redemption	08/25/2025	10/01/2029	FHLMC SINGLE				**0.00**
46144	COMM	3140NYSV4	FNMA 4.47% MAT	Interest	08/25/2025	06/01/2030	FNMA NOTES			134,720.83	**134,720.83**
46144	COMM	3140NYSV4	FNMA 4.47% MAT	Redemption	08/25/2025	06/01/2030	FNMA NOTES		547,186.63		**547,186.63**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46144	COMM	3140NYSV4	FNMA 4.47% MAT	Interest	08/25/2025	06/01/2030	FNMA NOTES			-4,345.83	**-4,345.83**
46144	COMM	3140NYSV4	FNMA 4.47% MAT	Redemption	08/25/2025	06/01/2030	FNMA NOTES				**0.00**
46171	COMM	3137HMC73	FHLMCM 4.84926%	Interest	08/25/2025	05/25/2030	FHLMC			131,334.13	**131,334.13**
46171	COMM	3137HMC73	FHLMCM 4.84926%	Redemption	08/25/2025	05/25/2030	FHLMC		3,252.50		**3,252.50**
46228	COMM	3140NY4X6	FNMDN 4.48% MAT	Interest	08/25/2025	07/01/2030	FNMA			119,035.59	**119,035.59**
46228	COMM	3140NY4X6	FNMDN 4.48% MAT	Redemption	08/25/2025	07/01/2030	FNMA		462,119.70		**462,119.70**
46228	COMM	3140NY4X6	FNMDN 4.48% MAT	Interest	08/25/2025	07/01/2030	FNMA			-76,797.16	**-76,797.16**
46228	COMM	3140NY4X6	FNMDN 4.48% MAT	Redemption	08/25/2025	07/01/2030	FNMA				**0.00**
46238	COMM	3136B2HA3	FNMDN 3.354% MAT	Interest	08/25/2025	07/25/2028	FANNIE MAE			42,511.37	**42,511.37**
46238	COMM	3136B2HA3	FNMDN 3.354% MAT	Redemption	08/25/2025	07/25/2028	FANNIE MAE		14,310.83		**14,310.83**
46238	COMM	3136B2HA3	FNMDN 3.354% MAT	Interest	08/25/2025	07/25/2028	FANNIE MAE			-23,310.47	**-23,310.47**
46238	COMM	3136B2HA3	FNMDN 3.354% MAT	Redemption	08/25/2025	07/25/2028	FANNIE MAE				**0.00**
46259	COMM	3140NYWE7	FNMAM 4.245% MAT	Interest	08/25/2025	07/01/2030	FNMA			60,248.58	**60,248.58**
46259	COMM	3140NYWE7	FNMAM 4.245% MAT	Redemption	08/25/2025	07/01/2030	FNMA		248,618.76		**248,618.76**
46259	COMM	3140NYWE7	FNMAM 4.245% MAT	Interest	08/25/2025	07/01/2030	FNMA			-58,305.08	**-58,305.08**
46259	COMM	3140NYWE7	FNMAM 4.245% MAT	Redemption	08/25/2025	07/01/2030	FNMA				**0.00**
46352	COMM	3137H6MJ1	FHLMCM 4.68926%	Interest	08/25/2025	02/25/2029	FHLMC			54,653.86	**54,653.86**
46352	COMM	3137H6MJ1	FHLMCM 4.68926%	Redemption	08/25/2025	02/25/2029	FHLMC		7,861.92		**7,861.92**
46352	COMM	3137H6MJ1	FHLMCM 4.68926%	Interest	08/25/2025	02/25/2029	FHLMC			-37,023.58	**-37,023.58**
46352	COMM	3137H6MJ1	FHLMCM 4.68926%	Redemption	08/25/2025	02/25/2029	FHLMC				**0.00**
		Totals for 08/25/2025						**974,880,421.53**	**1,122,066,161.0**	**5,148,374.53**	**152,334,114.05**
46416	COMM	16536HVT5	CHES DISC NOTE	Purchase	08/26/2025	08/27/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46419	COMM	313385KY1	FHDN DISC NOTE	Purchase	08/26/2025	08/27/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46420	COMM	313385KY1	FHDN DISC NOTE	Purchase	08/26/2025	08/27/2025	FHLB DISCOUNT	149,982,291.00			**-149,982,291.00**
46421	COMM	313385KY1	FHDN DISC NOTE	Purchase	08/26/2025	08/27/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46402	COMM	3140NW7H2	FNMAM 5.005% MAT	Purchase	08/26/2025	12/01/2029	FNMA	32,277,063.38			**-32,277,063.38**
46415	COMM	5148X0VT9	LANDES DISC NOTE	Purchase	08/26/2025	08/27/2025	LANDES	124,985,000.00			**-124,985,000.00**
46418	COMM	63873JVT4	NATXNY DISC NOTE	Purchase	08/26/2025	08/27/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
40575	COMM	3136G4X40	FEDERAL NATL MTG	Redemption	08/26/2025	08/26/2025	FNMA NOTES		12,640,000.00		**12,640,000.00**
46409	COMM	5148X0VS1	LANDES DISC NOTE	Redemption	08/26/2025	08/26/2025	LANDES		125,000,000.00		**125,000,000.00**
46410	COMM	16536HVS7	CHES DISC NOTE	Redemption	08/26/2025	08/26/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46411	COMM	63873JVS6	NATXNY DISC NOTE	Redemption	08/26/2025	08/26/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
46412	COMM	313385KX3	FHDN DISC NOTE	Redemption	08/26/2025	08/26/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46413	COMM	313385KX3	FHDN DISC NOTE	Redemption	08/26/2025	08/26/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46414	COMM	313385KX3	FHDN DISC NOTE	Redemption	08/26/2025	08/26/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
40575	COMM	3136G4X40	FEDERAL NATL MTG	Interest	08/26/2025	08/26/2025	FNMA NOTES			37,920.00	**37,920.00**
41640	COMM	3130AKZ25	FEDERAL HOME	Interest	08/26/2025	02/26/2026	FHLB NOTES			59,475.00	**59,475.00**
43211	COMM	3133EPLC7	FEDERAL FARM CR	Interest	08/26/2025	02/26/2026	FFCB NOTES			515,625.00	**515,625.00**
		Totals for 08/26/2025						**932,170,284.91**	**912,640,000.00**	**613,020.00**	**-18,917,264.91**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46423	COMM	16536HVU2	CHES DISC NOTE	Purchase	08/27/2025	08/28/2025	CHESHAM FINANCE	74,990,958.33			-74,990,958.33
46425	COMM	313385KZ8	FHDN DISC NOTE	Purchase	08/27/2025	08/28/2025	FHLB DISCOUNT	249,970,694.45			-249,970,694.45
46426	COMM	313385KZ8	FHDN DISC NOTE	Purchase	08/27/2025	08/28/2025	FHLB DISCOUNT	149,982,417.00			-149,982,417.00
46427	COMM	313385KZ8	FHDN DISC NOTE	Purchase	08/27/2025	08/28/2025	FHLB DISCOUNT	249,970,694.45			-249,970,694.45
46422	COMM	5148X0VU6	LANDES DISC NOTE	Purchase	08/27/2025	08/28/2025	LANDES	124,985,000.00			-124,985,000.00
46424	COMM	63873JVU1	NATXNY DISC NOTE	Purchase	08/27/2025	08/28/2025	NATIXIS NY	49,994,000.00			-49,994,000.00
46415	COMM	5148X0VT9	LANDES DISC NOTE	Redemption	08/27/2025	08/27/2025	LANDES		125,000,000.00		125,000,000.00
46416	COMM	16536HVT5	CHES DISC NOTE	Redemption	08/27/2025	08/27/2025	CHESHAM FINANCE		75,000,000.00		75,000,000.00
46418	COMM	63873JVT4	NATXNY DISC NOTE	Redemption	08/27/2025	08/27/2025	NATIXIS NY		50,000,000.00		50,000,000.00
46419	COMM	313385KY1	FHDN DISC NOTE	Redemption	08/27/2025	08/27/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46420	COMM	313385KY1	FHDN DISC NOTE	Redemption	08/27/2025	08/27/2025	FHLB DISCOUNT		150,000,000.00		150,000,000.00
46421	COMM	313385KY1	FHDN DISC NOTE	Redemption	08/27/2025	08/27/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
43915	COMM	14913UAF7	CATERPILLAR FINL	Interest	08/27/2025	02/27/2026	CATERPILLAR			1,010,000.00	1,010,000.00
		Totals for 08/27/2025						**899,893,764.23**	**900,000,000.00**	**1,010,000.00**	**1,116,235.77**
46430	COMM	16536HVV0	CHES DISC NOTE	Purchase	08/28/2025	08/29/2025	CHESHAM FINANCE	74,990,958.33			-74,990,958.33
46432	COMM	313385LA2	FHDN DISC NOTE	Purchase	08/28/2025	08/29/2025	FHLB DISCOUNT	249,970,972.20			-249,970,972.20
46433	COMM	313385LA2	FHDN DISC NOTE	Purchase	08/28/2025	08/29/2025	FHLB DISCOUNT	149,982,583.50			-149,982,583.50
46434	COMM	313385LA2	FHDN DISC NOTE	Purchase	08/28/2025	08/29/2025	FHLB DISCOUNT	249,970,972.20			-249,970,972.20
46429	COMM	5148X0VV4	LANDES DISC NOTE	Purchase	08/28/2025	08/29/2025	LANDES	124,985,000.00			-124,985,000.00
46431	COMM	63873JVV9	NATXNY DISC NOTE	Purchase	08/28/2025	08/29/2025	NATIXIS NY	49,994,000.00			-49,994,000.00
46428	COMM	79490BBL9	SALREC DISC NOTE	Purchase	08/28/2025	02/20/2026	SALISBURY REC CO	73,478,333.34			-73,478,333.34
46422	COMM	5148X0VU6	LANDES DISC NOTE	Redemption	08/28/2025	08/28/2025	LANDES		125,000,000.00		125,000,000.00
46423	COMM	16536HVU2	CHES DISC NOTE	Redemption	08/28/2025	08/28/2025	CHESHAM FINANCE		75,000,000.00		75,000,000.00
46424	COMM	63873JVU1	NATXNY DISC NOTE	Redemption	08/28/2025	08/28/2025	NATIXIS NY		50,000,000.00		50,000,000.00
46425	COMM	313385KZ8	FHDN DISC NOTE	Redemption	08/28/2025	08/28/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46426	COMM	313385KZ8	FHDN DISC NOTE	Redemption	08/28/2025	08/28/2025	FHLB DISCOUNT		150,000,000.00		150,000,000.00
46427	COMM	313385KZ8	FHDN DISC NOTE	Redemption	08/28/2025	08/28/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
44631	COMM	21688ABG6	RABO 5.975515%	Interest	08/28/2025	08/28/2026	RABOBANK			317,700.27	317,700.27
		Totals for 08/28/2025						**973,372,819.57**	**900,000,000.00**	**317,700.27**	**-73,055,119.30**
46436	COMM	16536HW23	CHES DISC NOTE	Purchase	08/29/2025	09/02/2025	CHESHAM FINANCE	74,963,833.33			-74,963,833.33
46437	COMM	313385LE4	FHDN DISC NOTE	Purchase	08/29/2025	09/02/2025	FHLB DISCOUNT	249,884,722.20			-249,884,722.20
46438	COMM	313385LE4	FHDN DISC NOTE	Purchase	08/29/2025	09/02/2025	FHLB DISCOUNT	149,930,833.50			-149,930,833.50
46439	COMM	313385LE4	FHDN DISC NOTE	Purchase	08/29/2025	09/02/2025	FHLB DISCOUNT	249,884,722.20			-249,884,722.20
46435	COMM	5148X0W27	LANDES DISC NOTE	Purchase	08/29/2025	09/02/2025	LANDES	124,940,000.00			-124,940,000.00
45971	COMM	82124LVV1	SRCPP DISC NOTE	Redemption	08/29/2025	08/29/2025	SHEFFIELD RECEIV		50,000,000.00		50,000,000.00
46429	COMM	5148X0VV4	LANDES DISC NOTE	Redemption	08/29/2025	08/29/2025	LANDES		125,000,000.00		125,000,000.00
46430	COMM	16536HVV0	CHES DISC NOTE	Redemption	08/29/2025	08/29/2025	CHESHAM FINANCE		75,000,000.00		75,000,000.00
46431	COMM	63873JVV9	NATXNY DISC NOTE	Redemption	08/29/2025	08/29/2025	NATIXIS NY		50,000,000.00		50,000,000.00
46432	COMM	313385LA2	FHDN DISC NOTE	Redemption	08/29/2025	08/29/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46433	COMM	313385LA2	FHDN DISC NOTE	Redemption	08/29/2025	08/29/2025	FHLB DISCOUNT		150,000,000.00		150,000,000.00

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46434	COMM	313385LA2	FHDN DISC NOTE	Redemption	08/29/2025	08/29/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
		Totals for 08/29/2025						**849,604,111.23**	**950,000,000.00**		**100,395,888.77**
41011	COMM	91282CAJ0	UNITED STATES	Redemption	08/31/2025	08/31/2025	U.S. TREASURY		30,000,000.00		**30,000,000.00**
41067	COMM	91282CAJ0	UNITED STATES	Redemption	08/31/2025	08/31/2025	U.S. TREASURY		30,000,000.00		**30,000,000.00**
41517	COMM	91282CAJ0	UNITED STATES	Redemption	08/31/2025	08/31/2025	U.S. TREASURY		30,000,000.00		**30,000,000.00**
41011	COMM	91282CAJ0	UNITED STATES	Interest	08/31/2025	08/31/2025	U.S. TREASURY			37,500.00	**37,500.00**
41067	COMM	91282CAJ0	UNITED STATES	Interest	08/31/2025	08/31/2025	U.S. TREASURY			37,500.00	**37,500.00**
41517	COMM	91282CAJ0	UNITED STATES	Interest	08/31/2025	08/31/2025	U.S. TREASURY			37,500.00	**37,500.00**
		Totals for 08/31/2025							**90,000,000.00**	**112,500.00**	**90,112,500.00**
46441	COMM	16536HW31	CHES DISC NOTE	Purchase	09/02/2025	09/03/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46442	COMM	313385LF1	FHDN DISC NOTE	Purchase	09/02/2025	09/03/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46443	COMM	313385LF1	FHDN DISC NOTE	Purchase	09/02/2025	09/03/2025	FHLB DISCOUNT	149,982,291.00			**-149,982,291.00**
46444	COMM	313385LF1	FHDN DISC NOTE	Purchase	09/02/2025	09/03/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46440	COMM	5148X0W35	LANDES DISC NOTE	Purchase	09/02/2025	09/03/2025	LANDES	124,985,000.00			**-124,985,000.00**
46445	COMM	63873JW30	NATXNY DISC NOTE	Purchase	09/02/2025	09/03/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
46435	COMM	5148X0W27	LANDES DISC NOTE	Redemption	09/02/2025	09/02/2025	LANDES		125,000,000.00		**125,000,000.00**
46436	COMM	16536HW23	CHES DISC NOTE	Redemption	09/02/2025	09/02/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46437	COMM	313385LE4	FHDN DISC NOTE	Redemption	09/02/2025	09/02/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46438	COMM	313385LE4	FHDN DISC NOTE	Redemption	09/02/2025	09/02/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46439	COMM	313385LE4	FHDN DISC NOTE	Redemption	09/02/2025	09/02/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
41656	COMM	912828YD6	UNITED STATES	Interest	09/02/2025	08/31/2026	U.S. TREASURY			275,000.00	**275,000.00**
41869	COMM	3133ENQD5	FEDERAL FARM CR	Interest	09/02/2025	03/01/2027	FFCB NOTES			75,950.00	**75,950.00**
41870	COMM	3133ENQD5	FEDERAL FARM CR	Interest	09/02/2025	03/01/2027	FFCB NOTES			108,500.00	**108,500.00**
41871	COMM	3133ENQD5	FEDERAL FARM CR	Interest	09/02/2025	03/01/2027	FFCB NOTES			108,500.00	**108,500.00**
43128	COMM	14913R2K2	CAT 0.9% MAT	Interest	09/02/2025	03/02/2026	CATERPILLAR			135,000.00	**135,000.00**
		Totals for 09/02/2025						**899,893,221.53**	**850,000,000.00**	**702,950.00**	**-49,190,271.53**
46447	COMM	16536HW49	CHES DISC NOTE	Purchase	09/03/2025	09/04/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46449	COMM	313385LG9	FHDN DISC NOTE	Purchase	09/03/2025	09/04/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46450	COMM	313385LG9	FHDN DISC NOTE	Purchase	09/03/2025	09/04/2025	FHLB DISCOUNT	149,982,291.00			**-149,982,291.00**
46451	COMM	313385LG9	FHDN DISC NOTE	Purchase	09/03/2025	09/04/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46446	COMM	5148X0W43	LANDES DISC NOTE	Purchase	09/03/2025	09/04/2025	LANDES	124,985,000.00			**-124,985,000.00**
46448	COMM	63873JW48	NATXNY DISC NOTE	Purchase	09/03/2025	09/04/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
46440	COMM	5148X0W35	LANDES DISC NOTE	Redemption	09/03/2025	09/03/2025	LANDES		125,000,000.00		**125,000,000.00**
46441	COMM	16536HW31	CHES DISC NOTE	Redemption	09/03/2025	09/03/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46442	COMM	313385LF1	FHDN DISC NOTE	Redemption	09/03/2025	09/03/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46443	COMM	313385LF1	FHDN DISC NOTE	Redemption	09/03/2025	09/03/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46444	COMM	313385LF1	FHDN DISC NOTE	Redemption	09/03/2025	09/03/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46445	COMM	63873JW30	NATXNY DISC NOTE	Redemption	09/03/2025	09/03/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
34292	COMM	SYS34292	MSTI 0.%	Interest	09/03/2025		MORGAN STANLEY			2,031.13	**2,031.13**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
34292	COMM	SYS34292	MSTI 0.%	Purchase	09/03/2025		MORGAN STANLEY	2,031.13			-2,031.13
37590	COMM	SYS37590	JPM TE 0.44%	Interest	09/03/2025		JP MORGAN US			0.60	0.60
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	09/03/2025		JP MORGAN US	0.60			-0.60
40461	COMM	SYS40461	DGCXX 0.%	Interest	09/03/2025		DREYFUS			48.27	48.27
40461	COMM	SYS40461	DGCXX 0.%	Purchase	09/03/2025		DREYFUS	48.27			-48.27
42588	COMM	SYS42588	OPGXX	Interest	09/03/2025		STATE STREET US			2,816,286.75	2,816,286.75
42588	COMM	SYS42588	OPGXX	Purchase	09/03/2025		STATE STREET US	2,816,286.75			-2,816,286.75
		Totals for 09/03/2025						**902,711,588.28**	**900,000,000.00**	**2,818,366.75**	**106,778.47**
46453	COMM	16536HW56	CHES DISC NOTE	Purchase	09/04/2025	09/05/2025	CHESHAM FINANCE	74,990,958.33			-74,990,958.33
46455	COMM	313385LH7	FHDN DISC NOTE	Purchase	09/04/2025	09/05/2025	FHLB DISCOUNT	249,970,486.10			-249,970,486.10
46456	COMM	313385LH7	FHDN DISC NOTE	Purchase	09/04/2025	09/05/2025	FHLB DISCOUNT	149,982,291.00			-149,982,291.00
46457	COMM	313385LH7	FHDN DISC NOTE	Purchase	09/04/2025	09/05/2025	FHLB DISCOUNT	249,970,486.10			-249,970,486.10
46452	COMM	5148X0W50	LANDES DISC NOTE	Purchase	09/04/2025	09/05/2025	LANDES	124,985,000.00			-124,985,000.00
46454	COMM	63873JW55	NATXNY DISC NOTE	Purchase	09/04/2025	09/05/2025	NATIXIS NY	49,994,000.00			-49,994,000.00
44049	COMM	3133EP4H5	FFCB 5.445% MAT	Redemption	09/04/2025	03/04/2026	FFCB NOTES		80,028,940.80		80,028,940.80
44049	COMM	3133EP4H5	FFCB 5.445% MAT	Cap G/L	09/04/2025	03/04/2026	FFCB NOTES		-28,940.80		-28,940.80
46127	COMM	313313LG1	FCDN DISC NOTE	Redemption	09/04/2025	09/04/2025	FFCB DISCOUNT		50,000,000.00		50,000,000.00
46446	COMM	5148X0W43	LANDES DISC NOTE	Redemption	09/04/2025	09/04/2025	LANDES		125,000,000.00		125,000,000.00
46447	COMM	16536HW49	CHES DISC NOTE	Redemption	09/04/2025	09/04/2025	CHESHAM FINANCE		75,000,000.00		75,000,000.00
46448	COMM	63873JW48	NATXNY DISC NOTE	Redemption	09/04/2025	09/04/2025	NATIXIS NY		50,000,000.00		50,000,000.00
46449	COMM	313385LG9	FHDN DISC NOTE	Redemption	09/04/2025	09/04/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46450	COMM	313385LG9	FHDN DISC NOTE	Redemption	09/04/2025	09/04/2025	FHLB DISCOUNT		150,000,000.00		150,000,000.00
46451	COMM	313385LG9	FHDN DISC NOTE	Redemption	09/04/2025	09/04/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
41278	COMM	3130ALEY6	FEDERAL HOME	Interest	09/04/2025	03/04/2026	FHLB NOTES			98,920.00	98,920.00
44049	COMM	3133EP4H5	FFCB 5.445% MAT	Interest	09/04/2025	03/04/2026	FFCB NOTES			913,311.11	913,311.11
		Totals for 09/04/2025						**899,893,221.53**	**1,030,000,000.0**	**1,012,231.11**	**131,119,009.58**
46459	COMM	16536HW80	CHES DISC NOTE	Purchase	09/05/2025	09/08/2025	CHESHAM FINANCE	74,972,875.00			-74,972,875.00
46461	COMM	313385LL8	FHDN DISC NOTE	Purchase	09/05/2025	09/08/2025	FHLB DISCOUNT	249,911,458.35			-249,911,458.35
46462	COMM	313385LL8	FHDN DISC NOTE	Purchase	09/05/2025	09/08/2025	FHLB DISCOUNT	149,946,874.50			-149,946,874.50
46463	COMM	313385LL8	FHDN DISC NOTE	Purchase	09/05/2025	09/08/2025	FHLB DISCOUNT	249,911,458.35			-249,911,458.35
46458	COMM	5148X0W84	LANDES DISC NOTE	Purchase	09/05/2025	09/08/2025	LANDES	124,955,000.00			-124,955,000.00
46460	COMM	63873JW89	NATXNY DISC NOTE	Purchase	09/05/2025	09/08/2025	NATIXIS NY	49,982,000.00			-49,982,000.00
46452	COMM	5148X0W50	LANDES DISC NOTE	Redemption	09/05/2025	09/05/2025	LANDES		125,000,000.00		125,000,000.00
46453	COMM	16536HW56	CHES DISC NOTE	Redemption	09/05/2025	09/05/2025	CHESHAM FINANCE		75,000,000.00		75,000,000.00
46454	COMM	63873JW55	NATXNY DISC NOTE	Redemption	09/05/2025	09/05/2025	NATIXIS NY		50,000,000.00		50,000,000.00
46455	COMM	313385LH7	FHDN DISC NOTE	Redemption	09/05/2025	09/05/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46456	COMM	313385LH7	FHDN DISC NOTE	Redemption	09/05/2025	09/05/2025	FHLB DISCOUNT		150,000,000.00		150,000,000.00
46457	COMM	313385LH7	FHDN DISC NOTE	Redemption	09/05/2025	09/05/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
45457	COMM	3133ER5H0	FFCB 4.7% MAT	Interest	09/05/2025	03/05/2029	FFCB NOTES			517,000.00	517,000.00

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
		Totals for 09/05/2025						**899,679,666.20**	**900,000,000.00**	**517,000.00**	**837,333.80**
46465	COMM	16536HW98	CHES DISC NOTE	Purchase	09/08/2025	09/09/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46467	COMM	313385LM6	FHDN DISC NOTE	Purchase	09/08/2025	09/09/2025	FHLB DISCOUNT	194,977,033.33			**-194,977,033.33**
46468	COMM	313385LM6	FHDN DISC NOTE	Purchase	09/08/2025	09/09/2025	FHLB DISCOUNT	149,982,333.00			**-149,982,333.00**
46469	COMM	313385LM6	FHDN DISC NOTE	Purchase	09/08/2025	09/09/2025	FHLB DISCOUNT	249,970,555.55			**-249,970,555.55**
46464	COMM	5148X0W92	LANDES DISC NOTE	Purchase	09/08/2025	09/09/2025	LANDES	124,985,000.00			**-124,985,000.00**
46466	COMM	63873JW97	NATXNY DISC NOTE	Purchase	09/08/2025	09/09/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
43155	COMM	3130AVVH2	FEDERAL HOME	Redemption	09/08/2025	05/05/2028	FHLB NOTES		25,000,000.00		**25,000,000.00**
46458	COMM	5148X0W84	LANDES DISC NOTE	Redemption	09/08/2025	09/08/2025	LANDES		125,000,000.00		**125,000,000.00**
46459	COMM	16536HW80	CHES DISC NOTE	Redemption	09/08/2025	09/08/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46460	COMM	63873JW89	NATXNY DISC NOTE	Redemption	09/08/2025	09/08/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
46461	COMM	313385LL8	FHDN DISC NOTE	Redemption	09/08/2025	09/08/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46462	COMM	313385LL8	FHDN DISC NOTE	Redemption	09/08/2025	09/08/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46463	COMM	313385LL8	FHDN DISC NOTE	Redemption	09/08/2025	09/08/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
43155	COMM	3130AVVH2	FEDERAL HOME	Interest	09/08/2025	05/05/2028	FHLB NOTES			375,833.33	**375,833.33**
43656	COMM	31424WCU4	FAMCA 5.63% MAT	Interest	09/08/2025	12/07/2026	FARMER MAC			533,175.00	**533,175.00**
44972	COMM	86564PT27	SUMTNY 5.21% MAT	Interest	09/08/2025	11/06/2025	SUMITOMO MITSUI			236,958.32	**236,958.32**
45690	COMM	21684LKL5	RABO 4.61% MAT	Interest	09/08/2025	02/06/2026	RABOBANK			212,486.10	**212,486.10**
		Totals for 09/08/2025						**844,899,880.21**	**925,000,000.00**	**1,358,452.75**	**81,458,572.54**
46472	COMM	16536HWA5	CHES DISC NOTE	Purchase	09/09/2025	09/10/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46475	COMM	313385LN4	FHDN DISC NOTE	Purchase	09/09/2025	09/10/2025	FHLB DISCOUNT	249,970,625.00			**-249,970,625.00**
46476	COMM	313385LN4	FHDN DISC NOTE	Purchase	09/09/2025	09/10/2025	FHLB DISCOUNT	149,982,375.00			**-149,982,375.00**
46477	COMM	313385LN4	FHDN DISC NOTE	Purchase	09/09/2025	09/10/2025	FHLB DISCOUNT	149,982,375.00			**-149,982,375.00**
46474	COMM	313589LN1	FNMDN DISC NOTE	Purchase	09/09/2025	09/10/2025	FANNIE MAE	99,988,333.34			**-99,988,333.34**
46471	COMM	5148X0WA9	LANDES DISC NOTE	Purchase	09/09/2025	09/10/2025	LANDES	124,985,000.00			**-124,985,000.00**
46473	COMM	63873JWA4	NATXNY DISC NOTE	Purchase	09/09/2025	09/10/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
42542	COMM	931142EW9	WALMART INC, SR	Redemption	09/09/2025	09/09/2025	WALMART		20,000,000.00		**20,000,000.00**
44685	COMM	3133ERSV4	FFCB Float	Redemption	09/09/2025	09/09/2027	FFCB NOTES		30,000,000.00		**30,000,000.00**
45653	COMM	3134HBHG9	FHLMCC 4.5% MAT	Redemption	09/09/2025	04/09/2027	FHLMC CALLABLE		60,000,000.00		**60,000,000.00**
45693	COMM	3134HBHG9	FHLMCC 4.5% MAT	Redemption	09/09/2025	04/09/2027	FHLMC CALLABLE		27,162,000.00		**27,162,000.00**
46464	COMM	5148X0W92	LANDES DISC NOTE	Redemption	09/09/2025	09/09/2025	LANDES		125,000,000.00		**125,000,000.00**
46465	COMM	16536HW98	CHES DISC NOTE	Redemption	09/09/2025	09/09/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46466	COMM	63873JW97	NATXNY DISC NOTE	Redemption	09/09/2025	09/09/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
46467	COMM	313385LM6	FHDN DISC NOTE	Redemption	09/09/2025	09/09/2025	FHLB DISCOUNT		195,000,000.00		**195,000,000.00**
46468	COMM	313385LM6	FHDN DISC NOTE	Redemption	09/09/2025	09/09/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46469	COMM	313385LM6	FHDN DISC NOTE	Redemption	09/09/2025	09/09/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
42542	COMM	931142EW9	WALMART INC, SR	Interest	09/09/2025	09/09/2025	WALMART			390,000.00	**390,000.00**
42578	COMM	931142EX7	WALMART INC, SR	Interest	09/09/2025	09/09/2027	WALMART			197,500.00	**197,500.00**
44685	COMM	3133ERSV4	FFCB Float	Interest	09/09/2025	09/09/2027	FFCB NOTES			353,350.00	**353,350.00**
45653	COMM	3134HBHG9	FHLMCC 4.5% MAT	Interest	09/09/2025	04/09/2027	FHLMC CALLABLE			1,125,000.00	**1,125,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
45693	COMM	3134HBHG9	FHLMCC 4.5% MAT	Interest	09/09/2025	04/09/2027	FHLMC CALLABLE			509,287.50	**509,287.50**
		Totals for 09/09/2025						**899,893,666.67**	**982,162,000.00**	**2,575,137.50**	**84,843,470.83**
46479	COMM	16536HWB3	CHES DISC NOTE	Purchase	09/10/2025	09/11/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46481	COMM	313385LP9	FHDN DISC NOTE	Purchase	09/10/2025	09/11/2025	FHLB DISCOUNT	249,970,625.00			**-249,970,625.00**
46482	COMM	313385LP9	FHDN DISC NOTE	Purchase	09/10/2025	09/11/2025	FHLB DISCOUNT	149,982,375.00			**-149,982,375.00**
46483	COMM	313385LP9	FHDN DISC NOTE	Purchase	09/10/2025	09/11/2025	FHLB DISCOUNT	249,970,625.00			**-249,970,625.00**
46478	COMM	5148X0WB7	LANDES DISC NOTE	Purchase	09/10/2025	09/11/2025	LANDES	124,984,930.55			**-124,984,930.55**
46480	COMM	63873JWB2	NATXNY DISC NOTE	Purchase	09/10/2025	09/11/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
46471	COMM	5148X0WA9	LANDES DISC NOTE	Redemption	09/10/2025	09/10/2025	LANDES		125,000,000.00		**125,000,000.00**
46472	COMM	16536HWA5	CHES DISC NOTE	Redemption	09/10/2025	09/10/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46473	COMM	63873JWA4	NATXNY DISC NOTE	Redemption	09/10/2025	09/10/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
46474	COMM	313589LN1	FNMDN DISC NOTE	Redemption	09/10/2025	09/10/2025	FANNIE MAE		100,000,000.00		**100,000,000.00**
46475	COMM	313385LN4	FHDN DISC NOTE	Redemption	09/10/2025	09/10/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46476	COMM	313385LN4	FHDN DISC NOTE	Redemption	09/10/2025	09/10/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46477	COMM	313385LN4	FHDN DISC NOTE	Redemption	09/10/2025	09/10/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
41408	COMM	3133EM4X7	FEDERAL FARM CR	Interest	09/10/2025	09/10/2026	FFCB NOTES			51,184.00	**51,184.00**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Interest	09/10/2025	03/10/2026	CARVANA AUTO			77.63	**77.63**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Redemption	09/10/2025	03/10/2026	CARVANA AUTO		27,402.30		**27,402.30**
		Totals for 09/10/2025						**899,893,513.88**	**900,027,402.30**	**51,261.63**	**185,150.05**
46485	COMM	16536HWC1	CHES DISC NOTE	Purchase	09/11/2025	09/12/2025	CHESHAM FINANCE	74,990,958.00			**-74,990,958.00**
46470	COMM	3133ETXG7	FFCB 4.645% MAT	Purchase	09/11/2025	09/11/2028	FFCB NOTES	50,000,000.00			**-50,000,000.00**
46486	COMM	313385LQ7	FHDN DISC NOTE	Purchase	09/11/2025	09/12/2025	FHLB DISCOUNT	249,970,700.00			**-249,970,700.00**
46487	COMM	313385LQ7	FHDN DISC NOTE	Purchase	09/11/2025	09/12/2025	FHLB DISCOUNT	149,982,417.00			**-149,982,417.00**
46488	COMM	313385LQ7	FHDN DISC NOTE	Purchase	09/11/2025	09/12/2025	FHLB DISCOUNT	249,970,694.45			**-249,970,694.45**
46484	COMM	5148X0WC5	LANDES DISC NOTE	Purchase	09/11/2025	09/12/2025	LANDES	124,984,930.00			**-124,984,930.00**
46489	COMM	63873JWC0	NATXNY DISC NOTE	Purchase	09/11/2025	09/12/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
46478	COMM	5148X0WB7	LANDES DISC NOTE	Redemption	09/11/2025	09/11/2025	LANDES		125,000,000.00		**125,000,000.00**
46479	COMM	16536HWB3	CHES DISC NOTE	Redemption	09/11/2025	09/11/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46480	COMM	63873JWB2	NATXNY DISC NOTE	Redemption	09/11/2025	09/11/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
46481	COMM	313385LP9	FHDN DISC NOTE	Redemption	09/11/2025	09/11/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46482	COMM	313385LP9	FHDN DISC NOTE	Redemption	09/11/2025	09/11/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46483	COMM	313385LP9	FHDN DISC NOTE	Redemption	09/11/2025	09/11/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
		Totals for 09/11/2025						**949,893,699.45**	**900,000,000.00**		**-49,893,699.45**
46491	COMM	16536HWF4	CHES DISC NOTE	Purchase	09/12/2025	09/15/2025	CHESHAM FINANCE	74,972,874.75			**-74,972,874.75**
46494	COMM	313385LT1	FHDN DISC NOTE	Purchase	09/12/2025	09/15/2025	FHLB DISCOUNT	249,911,450.00			**-249,911,450.00**
46495	COMM	313385LT1	FHDN DISC NOTE	Purchase	09/12/2025	09/15/2025	FHLB DISCOUNT	149,946,874.50			**-149,946,874.50**
46496	COMM	313385LT1	FHDN DISC NOTE	Purchase	09/12/2025	09/15/2025	FHLB DISCOUNT	199,929,166.68			**-199,929,166.68**
46493	COMM	313589LT8	FNMDN DISC NOTE	Purchase	09/12/2025	09/15/2025	FANNIE MAE	49,982,500.00			**-49,982,500.00**
46490	COMM	5148X0WF8	LANDES DISC NOTE	Purchase	09/12/2025	09/15/2025	LANDES	124,954,791.25			**-124,954,791.25**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46492	COMM	63873JWF3	NATXNY DISC NOTE	Purchase	09/12/2025	09/15/2025	NATIXIS NY	49,982,000.00			**-49,982,000.00**
41509	COMM	3130A8ZQ9	FEDERAL HOME	Redemption	09/12/2025	09/12/2025	FHLB NOTES		20,000,000.00		**20,000,000.00**
45909	COMM	09659BWC0	BNP P DISC NOTE	Redemption	09/12/2025	09/12/2025	BNP PARIBAS NY		75,000,000.00		**75,000,000.00**
46484	COMM	5148X0WC5	LANDES DISC NOTE	Redemption	09/12/2025	09/12/2025	LANDES		125,000,000.00		**125,000,000.00**
46485	COMM	16536HWC1	CHES DISC NOTE	Redemption	09/12/2025	09/12/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46486	COMM	313385LQ7	FHDN DISC NOTE	Redemption	09/12/2025	09/12/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46487	COMM	313385LQ7	FHDN DISC NOTE	Redemption	09/12/2025	09/12/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46488	COMM	313385LQ7	FHDN DISC NOTE	Redemption	09/12/2025	09/12/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46489	COMM	63873JWC0	NATXNY DISC NOTE	Redemption	09/12/2025	09/12/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
41509	COMM	3130A8ZQ9	FEDERAL HOME	Interest	09/12/2025	09/12/2025	FHLB NOTES			175,000.00	**175,000.00**
		Totals for 09/12/2025						**899,679,657.18**	**995,000,000.00**	**175,000.00**	**95,495,342.82**
46498	COMM	16536HWG2	CHES DISC NOTE	Purchase	09/15/2025	09/16/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46501	COMM	313385LU8	FHDN DISC NOTE	Purchase	09/15/2025	09/16/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46502	COMM	313385LU8	FHDN DISC NOTE	Purchase	09/15/2025	09/16/2025	FHLB DISCOUNT	124,985,242.50			**-124,985,242.50**
46504	COMM	313385LU8	FHDN DISC NOTE	Purchase	09/15/2025	09/16/2025	FHLB DISCOUNT	99,988,194.44			**-99,988,194.44**
46500	COMM	313589LU5	FNMDN DISC NOTE	Purchase	09/15/2025	09/16/2025	FANNIE MAE	149,982,500.01			**-149,982,500.01**
46497	COMM	5148X0WG6	LANDES DISC NOTE	Purchase	09/15/2025	09/16/2025	LANDES	124,984,895.83			**-124,984,895.83**
46499	COMM	63873JWG1	NATXNY DISC NOTE	Purchase	09/15/2025	09/16/2025	NATIXIS NY	49,994,000.00			**-49,994,000.00**
45589	COMM	3134HBDH1	FHLMC 4.7% MAT	Redemption	09/15/2025	03/13/2028	FHLMC NOTES		25,331,932.60		**25,331,932.60**
45589	COMM	3134HBDH1	FHLMC 4.7% MAT	Cap G/L	09/15/2025	03/13/2028	FHLMC NOTES		5,067.40		**5,067.40**
46490	COMM	5148X0WF8	LANDES DISC NOTE	Redemption	09/15/2025	09/15/2025	LANDES		125,000,000.00		**125,000,000.00**
46491	COMM	16536HWF4	CHES DISC NOTE	Redemption	09/15/2025	09/15/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46492	COMM	63873JWF3	NATXNY DISC NOTE	Redemption	09/15/2025	09/15/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
46493	COMM	313589LT8	FNMDN DISC NOTE	Redemption	09/15/2025	09/15/2025	FANNIE MAE		50,000,000.00		**50,000,000.00**
46494	COMM	313385LT1	FHDN DISC NOTE	Redemption	09/15/2025	09/15/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46495	COMM	313385LT1	FHDN DISC NOTE	Redemption	09/15/2025	09/15/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46496	COMM	313385LT1	FHDN DISC NOTE	Redemption	09/15/2025	09/15/2025	FHLB DISCOUNT		200,000,000.00		**200,000,000.00**
41365	COMM	3130ANVR8	FEDERAL HOME	Interest	09/15/2025	08/14/2026	FHLB NOTES			120,000.00	**120,000.00**
41908	COMM	084664CZ2	BRK 2.3% MAT	Interest	09/15/2025	03/15/2027	BERKSHIRE			460,000.00	**460,000.00**
45589	COMM	3134HBDH1	FHLMC 4.7% MAT	Interest	09/15/2025	03/13/2028	FHLMC NOTES			595,419.50	**595,419.50**
45589	COMM	3134HBDH1	FHLMC 4.7% MAT	Accr Int	09/15/2025	03/13/2028	FHLMC NOTES		39,694.63	-39,694.63	**0.00**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Interest	09/15/2025	08/17/2026	NISSAN AUTO			1,092.05	**1,092.05**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Redemption	09/15/2025	08/17/2026	NISSAN AUTO		572,294.69		**572,294.69**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Interest	09/15/2025	09/16/2026	JOHN DEERE			960.62	**960.62**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Redemption	09/15/2025	09/16/2026	JOHN DEERE		245,282.50		**245,282.50**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Interest	09/15/2025	02/15/2027	HARLEY-DAVIDSON			164.75	**164.75**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Redemption	09/15/2025	02/15/2027	HARLEY-DAVIDSON		64,590.98		**64,590.98**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Interest	09/15/2025	02/16/2027	CARMAX AUTO			5,316.48	**5,316.48**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Redemption	09/15/2025	02/16/2027	CARMAX AUTO		651,684.40		**651,684.40**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Interest	09/15/2025	04/15/2027	CAPITAL ONE			7,915.32	**7,915.32**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42116	COMM	14043QAC6	COPAR 3.17% MAT	Redemption	09/15/2025	04/15/2027	CAPITAL ONE		542,734.20		**542,734.20**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Interest	09/15/2025	11/16/2026	ALLY AUTO			2,644.00	**2,644.00**
42182	COMM	02008JAC0	ALLYA 3.31% MAT	Redemption	09/15/2025	11/16/2026	ALLY AUTO		945,702.56		**945,702.56**
42879	COMM	58770AAC7	MBART 4.51% MAT	Interest	09/15/2025	11/15/2027	MERCEDES -BENZ			20,556.81	**20,556.81**
42879	COMM	58770AAC7	MBART 4.51% MAT	Redemption	09/15/2025	11/15/2027	MERCEDES -BENZ		539,443.46		**539,443.46**
42890	COMM	891940AC2	TAOT 4.63% MAT	Interest	09/15/2025	09/15/2027	TOYOTA AUTO REC			42,621.56	**42,621.56**
42890	COMM	891940AC2	TAOT 4.63% MAT	Redemption	09/15/2025	09/15/2027	TOYOTA AUTO REC		1,005,774.08		**1,005,774.08**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Interest	09/15/2025	02/15/2028	CAPITAL ONE			25,393.19	**25,393.19**
42944	COMM	14043KAH8	COPAR 4.87% MAT	Redemption	09/15/2025	02/15/2028	CAPITAL ONE		502,690.10		**502,690.10**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Interest	09/15/2025	12/15/2027	HARLEY-DAVIDSON			26,508.03	**26,508.03**
42945	COMM	41285JAD0	HDMOT 5.05% MAT	Redemption	09/15/2025	12/15/2027	HARLEY-DAVIDSON		697,751.30		**697,751.30**
43065	COMM	448979AD6	HART 4.58% MAT	Interest	09/15/2025	04/15/2027	HYUNDAI AUTO			15,037.28	**15,037.28**
43065	COMM	448979AD6	HART 4.58% MAT	Redemption	09/15/2025	04/15/2027	HYUNDAI AUTO		605,151.86		**605,151.86**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Interest	09/15/2025	11/15/2027	NISSAN AUTO			74,259.91	**74,259.91**
43130	COMM	65480WAD3	NAROT 4.91% MAT	Redemption	09/15/2025	11/15/2027	NISSAN AUTO		1,773,878.22		**1,773,878.22**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Interest	09/15/2025	01/15/2027	MERCEDES-BENZ			28,661.73	**28,661.73**
43201	COMM	58768RAC4	MBALT 4.74% MAT	Redemption	09/15/2025	01/15/2027	MERCEDES-BENZ		2,480,440.22		**2,480,440.22**
43212	COMM	437927AC0	HAROT 4.93% MAT	Interest	09/15/2025	11/15/2027	HONDA AUTO			55,868.08	**55,868.08**
43212	COMM	437927AC0	HAROT 4.93% MAT	Redemption	09/15/2025	11/15/2027	HONDA AUTO		1,117,021.54		**1,117,021.54**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Interest	09/15/2025	05/15/2028	AMERICAN			76,093.74	**76,093.74**
43249	COMM	02582JJZ4	AMXCA 4.87% MAT	Redemption	09/15/2025	05/15/2028	AMERICAN		616,162.00		**616,162.00**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Interest	09/15/2025	06/15/2028	DISCOVER CARD			123,249.99	**123,249.99**
43276	COMM	254683CZ6	DCENT 4.93% MAT	Redemption	09/15/2025	06/15/2028	DISCOVER CARD		958,499.28		**958,499.28**
43277	COMM	477920AC6	JDOT 5.18% MAT	Interest	09/15/2025	03/15/2028	JOHN DEERE			45,888.89	**45,888.89**
43277	COMM	477920AC6	JDOT 5.18% MAT	Redemption	09/15/2025	03/15/2028	JOHN DEERE		565,632.94		**565,632.94**
43476	COMM	233868AC2	DTRT 5.9% MAT	Interest	09/15/2025	03/15/2027	DAIMLET TRUCKS			74,933.56	**74,933.56**
43476	COMM	233868AC2	DTRT 5.9% MAT	Redemption	09/15/2025	03/15/2027	DAIMLET TRUCKS		2,007,831.29		**2,007,831.29**
43562	COMM	44918CAD4	HART 5.54% MAT	Interest	09/15/2025	10/16/2028	HYUNDAI AUTO			36,933.34	**36,933.34**
43562	COMM	44918CAD4	HART 5.54% MAT	Redemption	09/15/2025	10/16/2028	HYUNDAI AUTO		344,129.30		**344,129.30**
43811	COMM	39154TCH9	GREATA 5.32% MAT	Interest	09/15/2025	08/17/2026	Great America Leasin			21,600.16	**21,600.16**
43811	COMM	39154TCH9	GREATA 5.32% MAT	Redemption	09/15/2025	08/17/2026	Great America Leasin		900,533.19		**900,533.19**
43894	COMM	437918AC9	HAROT 5.21% MAT	Interest	09/15/2025	08/15/2028	HONDA AUTO			112,883.34	**112,883.34**
43894	COMM	437918AC9	HAROT 5.21% MAT	Redemption	09/15/2025	08/15/2028	HONDA AUTO		149,631.38		**149,631.38**
43954	COMM	47800RAD5	JDOT 4.96% MAT	Interest	09/15/2025	11/15/2028	JOHN DEERE			33,893.33	**33,893.33**
43954	COMM	47800RAD5	JDOT 4.96% MAT	Redemption	09/15/2025	11/15/2028	JOHN DEERE		218,608.95		**218,608.95**
44066	COMM	981946AC0	WOLS 5.829359%	Interest	09/15/2025	02/16/2027	WORLD OMNI			8,501.15	**8,501.15**
44066	COMM	981946AC0	WOLS 5.829359%	Redemption	09/15/2025	02/16/2027	WORLD OMNI		404,416.23		**404,416.23**
44096	COMM	02582JKH2	AMXCA 5.23% MAT	Interest	09/15/2025	04/16/2029	AMERICAN			196,124.99	**196,124.99**
44096	COMM	02582JKH2	AMXCA 5.23% MAT	Redemption	09/15/2025	04/16/2029	AMERICAN		1,034,018.95		**1,034,018.95**
44212	COMM	412922AC0	HDMOT 5.54% MAT	Interest	09/15/2025	03/15/2029	HARLEY-DAVIDSON			93,975.00	**93,975.00**
44212	COMM	412922AC0	HDMOT 5.54% MAT	Redemption	09/15/2025	03/15/2029	HARLEY-DAVIDSON		498,237.33		**498,237.33**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
44219	COMM	18978JAB4	CNH 5.420% MAT	Interest	09/15/2025	10/15/2027	CNH EQUIPMENT			13,272.81	**13,272.81**
44219	COMM	18978JAB4	CNH 5.420% MAT	Redemption	09/15/2025	10/15/2027	CNH EQUIPMENT		366,881.49		**366,881.49**
44231	COMM	58770JAD6	MBALT 5.66% MAT	Interest	09/15/2025	01/18/2028	MERCEDES-BENZ			53,200.00	**53,200.00**
44231	COMM	58770JAD6	MBALT 5.66% MAT	Redemption	09/15/2025	01/18/2028	MERCEDES-BENZ		404,729.62		**404,729.62**
44334	COMM	47786WAB6	JDOT 5.42% MAT	Interest	09/15/2025	05/17/2027	JOHN DEERE			69,427.74	**69,427.74**
44334	COMM	47786WAB6	JDOT 5.42% MAT	Redemption	09/15/2025	05/17/2027	JOHN DEERE		1,876,088.32		**1,876,088.32**
44697	COMM	477911AC5	JDOT 5.773% MAT	Interest	09/15/2025	08/16/2027	JOHN DEERE			40,178.98	**40,178.98**
44697	COMM	477911AC5	JDOT 5.773% MAT	Redemption	09/15/2025	08/16/2027	JOHN DEERE		816,629.06		**816,629.06**
44748	COMM	02007NAC2	US Auto ALLYA	Interest	09/15/2025	07/16/2029	ALLY AUTO			27,600.00	**27,600.00**
44748	COMM	02007NAC2	US Auto ALLYA	Redemption	09/15/2025	07/16/2029	ALLY AUTO		169,384.78		**169,384.78**
44756	COMM	58769GAC7	MBALT 5.79% MAT	Interest	09/15/2025	12/15/2026	MERCEDES-BENZ			12,848.25	**12,848.25**
44756	COMM	58769GAC7	MBALT 5.79% MAT	Redemption	09/15/2025	12/15/2026	MERCEDES-BENZ		587,179.27		**587,179.27**
44973	COMM	14290DAC5	CARMX 4.6% MAT	Interest	09/15/2025	10/15/2029	CARMAX AUTO			76,666.66	**76,666.66**
44973	COMM	14290DAC5	CARMX 4.6% MAT	Redemption	09/15/2025	10/15/2029	CARMAX AUTO		399,947.61		**399,947.61**
45282	COMM	14319WAD8	CARMX 4.84% MAT	Interest	09/15/2025	01/15/2030	CARMAX AUTO			70,583.33	**70,583.33**
45282	COMM	14319WAD8	CARMX 4.84% MAT	Redemption	09/15/2025	01/15/2030	CARMAX AUTO		319,869.79		**319,869.79**
45493	COMM	47800DAD6	JDOT 4.23% MAT	Interest	09/15/2025	09/17/2029	JOHN DEERE			74,025.00	**74,025.00**
45493	COMM	47800DAD6	JDOT 4.23% MAT	Redemption	09/15/2025	09/17/2029	JOHN DEERE		405,516.03		**405,516.03**
45793	COMM	14320AAD3	CARMX 4.48% MAT	Interest	09/15/2025	03/15/2030	CARMAX AUTO			42,933.33	**42,933.33**
45793	COMM	14320AAD3	CARMX 4.48% MAT	Redemption	09/15/2025	03/15/2030	CARMAX AUTO		198,187.50		**198,187.50**
45794	COMM	89231HAD8	TAOT 4.34% MAT	Interest	09/15/2025	11/15/2029	TOYOTA AUTO REC			19,891.67	**19,891.67**
45794	COMM	89231HAD8	TAOT 4.34% MAT	Redemption	09/15/2025	11/15/2029	TOYOTA AUTO REC		102,913.43		**102,913.43**
45853	COMM	98164TAB8	WOART 4.38% MAT	Interest	09/15/2025	08/15/2028	WORLD OMNI AUTO			45,625.00	**45,625.00**
45853	COMM	98164TAB8	WOART 4.38% MAT	Redemption	09/15/2025	08/15/2028	WORLD OMNI AUTO		333,656.05		**333,656.05**
45854	COMM	02582JKP4	AMXCA 4.28% MAT	Interest	09/15/2025	04/15/2030	AMERICAN			85,600.01	**85,600.01**
45854	COMM	02582JKP4	AMXCA 4.28% MAT	Redemption	09/15/2025	04/15/2030	AMERICAN		403,748.62		**403,748.62**
45910	COMM	58768YAD7	MBALT 4.61% MAT	Interest	09/15/2025	04/16/2029	MERCEDES-BENZ			44,179.17	**44,179.17**
45910	COMM	58768YAD7	MBALT 4.61% MAT	Redemption	09/15/2025	04/16/2029	MERCEDES-BENZ		242,099.89		**242,099.89**
45932	COMM	65481GAB1	NAROT 4.5% MAT	Interest	09/15/2025	02/15/2028	NISSAN AUTO			66,000.00	**66,000.00**
45932	COMM	65481GAB1	NAROT 4.5% MAT	Redemption	09/15/2025	02/15/2028	NISSAN AUTO		566,756.83		**566,756.83**
45935	COMM	41284XAD0	HDMOT 4.9% MAT	Interest	09/15/2025	04/15/2030	HARLEY-DAVIDSON			77,833.34	**77,833.34**
45935	COMM	41284XAD0	HDMOT 4.9% MAT	Redemption	09/15/2025	04/15/2030	HARLEY-DAVIDSON		331,691.17		**331,691.17**
46179	COMM	47800UAD8	JDOT 4.17% MAT	Interest	09/15/2025	12/17/2029	JOHN DEERE			114,675.00	**114,675.00**
46179	COMM	47800UAD8	JDOT 4.17% MAT	Redemption	09/15/2025	12/17/2029	JOHN DEERE		578,837.15		**578,837.15**
		Totals for 09/15/2025						**874,896,277.21**	**952,922,952.19**	**3,201,342.46**	**81,228,017.44**
46506	COMM	16536HWH0	CHES DISC NOTE	Purchase	09/16/2025	09/17/2025	CHESHAM FINANCE	74,990,958.33			**-74,990,958.33**
46508	COMM	313385LV6	FHDN DISC NOTE	Purchase	09/16/2025	09/17/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46509	COMM	313385LV6	FHDN DISC NOTE	Purchase	09/16/2025	09/17/2025	FHLB DISCOUNT	149,982,291.00			**-149,982,291.00**
46510	COMM	313385LV6	FHDN DISC NOTE	Purchase	09/16/2025	09/17/2025	FHLB DISCOUNT	249,970,486.10			**-249,970,486.10**
46505	COMM	5148X0WH4	LANDES DISC NOTE	Purchase	09/16/2025	09/17/2025	LANDES	124,984,895.83			**-124,984,895.83**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46507	COMM	63873JWH9	NATXNY DISC NOTE	Purchase	09/16/2025	09/17/2025	NATIXIS NY	49,994,000.00			-49,994,000.00
46497	COMM	5148X0WG6	LANDES DISC NOTE	Redemption	09/16/2025	09/16/2025	LANDES		125,000,000.00		125,000,000.00
46498	COMM	16536HWG2	CHES DISC NOTE	Redemption	09/16/2025	09/16/2025	CHESHAM FINANCE		75,000,000.00		75,000,000.00
46499	COMM	63873JWG1	NATXNY DISC NOTE	Redemption	09/16/2025	09/16/2025	NATIXIS NY		50,000,000.00		50,000,000.00
46500	COMM	313589LU5	FNMDN DISC NOTE	Redemption	09/16/2025	09/16/2025	FANNIE MAE		150,000,000.00		150,000,000.00
46501	COMM	313385LU8	FHDN DISC NOTE	Redemption	09/16/2025	09/16/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46502	COMM	313385LU8	FHDN DISC NOTE	Redemption	09/16/2025	09/16/2025	FHLB DISCOUNT		125,000,000.00		125,000,000.00
46504	COMM	313385LU8	FHDN DISC NOTE	Redemption	09/16/2025	09/16/2025	FHLB DISCOUNT		100,000,000.00		100,000,000.00
42009	COMM	362585AC5	GMCAR 3.1% MAT	Interest	09/16/2025	02/16/2027	GM FINANCIAL			3,683.63	3,683.63
42009	COMM	362585AC5	GMCAR 3.1% MAT	Redemption	09/16/2025	02/16/2027	GM FINANCIAL		421,291.94		421,291.94
45851	COMM	362549AD9	GMCAR 4.28% MAT	Interest	09/16/2025	04/16/2030	GM FINANCIAL			30,316.69	30,316.69
45851	COMM	362549AD9	GMCAR 4.28% MAT	Redemption	09/16/2025	04/16/2030	GM FINANCIAL		142,975.84		142,975.84
		Totals for 09/16/2025						**899,893,117.36**	**875,564,267.78**	**34,000.32**	**-24,294,849.26**
46512	COMM	16536HWJ6	CHES DISC NOTE	Purchase	09/17/2025	09/18/2025	CHESHAM FINANCE	74,990,958.33			-74,990,958.33
46514	COMM	313385LW4	FHDN DISC NOTE	Purchase	09/17/2025	09/18/2025	FHLB DISCOUNT	249,970,486.10			-249,970,486.10
46515	COMM	313385LW4	FHDN DISC NOTE	Purchase	09/17/2025	09/18/2025	FHLB DISCOUNT	149,982,291.00			-149,982,291.00
46516	COMM	313385LW4	FHDN DISC NOTE	Purchase	09/17/2025	09/18/2025	FHLB DISCOUNT	249,970,486.10			-249,970,486.10
46511	COMM	5148X0WJ0	LANDES DISC NOTE	Purchase	09/17/2025	09/18/2025	LANDES	124,984,930.55			-124,984,930.55
46513	COMM	63873JWJ5	NATXNY DISC NOTE	Purchase	09/17/2025	09/18/2025	NATIXIS NY	49,994,000.00			-49,994,000.00
46505	COMM	5148X0WH4	LANDES DISC NOTE	Redemption	09/17/2025	09/17/2025	LANDES		125,000,000.00		125,000,000.00
46506	COMM	16536HWH0	CHES DISC NOTE	Redemption	09/17/2025	09/17/2025	CHESHAM FINANCE		75,000,000.00		75,000,000.00
46507	COMM	63873JWH9	NATXNY DISC NOTE	Redemption	09/17/2025	09/17/2025	NATIXIS NY		50,000,000.00		50,000,000.00
46508	COMM	313385LV6	FHDN DISC NOTE	Redemption	09/17/2025	09/17/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46509	COMM	313385LV6	FHDN DISC NOTE	Redemption	09/17/2025	09/17/2025	FHLB DISCOUNT		150,000,000.00		150,000,000.00
46510	COMM	313385LV6	FHDN DISC NOTE	Redemption	09/17/2025	09/17/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
41379	COMM	931142ER0	WALMART INC, NT	Interest	09/17/2025	09/17/2026	WALMART			52,500.00	52,500.00
		Totals for 09/17/2025						**899,893,152.08**	**900,000,000.00**	**52,500.00**	**159,347.92**
46518	COMM	16536HWK3	CHES DISC NOTE	Purchase	09/18/2025	09/19/2025	CHESHAM FINANCE	74,991,479.16			-74,991,479.16
46520	COMM	313385LX2	FHDN DISC NOTE	Purchase	09/18/2025	09/19/2025	FHLB DISCOUNT	249,972,222.20			-249,972,222.20
46521	COMM	313385LX2	FHDN DISC NOTE	Purchase	09/18/2025	09/19/2025	FHLB DISCOUNT	149,983,333.50			-149,983,333.50
46522	COMM	313385LX2	FHDN DISC NOTE	Purchase	09/18/2025	09/19/2025	FHLB DISCOUNT	249,972,222.20			-249,972,222.20
46517	COMM	5148X0WK7	LANDES DISC NOTE	Purchase	09/18/2025	09/19/2025	LANDES	124,985,798.60			-124,985,798.60
46519	COMM	63873JWK2	NATXNY DISC NOTE	Purchase	09/18/2025	09/19/2025	NATIXIS NY	49,994,347.22			-49,994,347.22
46511	COMM	5148X0WJ0	LANDES DISC NOTE	Redemption	09/18/2025	09/18/2025	LANDES		125,000,000.00		125,000,000.00
46512	COMM	16536HWJ6	CHES DISC NOTE	Redemption	09/18/2025	09/18/2025	CHESHAM FINANCE		75,000,000.00		75,000,000.00
46513	COMM	63873JWJ5	NATXNY DISC NOTE	Redemption	09/18/2025	09/18/2025	NATIXIS NY		50,000,000.00		50,000,000.00
46514	COMM	313385LW4	FHDN DISC NOTE	Redemption	09/18/2025	09/18/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46515	COMM	313385LW4	FHDN DISC NOTE	Redemption	09/18/2025	09/18/2025	FHLB DISCOUNT		150,000,000.00		150,000,000.00
46516	COMM	313385LW4	FHDN DISC NOTE	Redemption	09/18/2025	09/18/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
43675	COMM	3133EPN76	FFCB 5.58% MAT	Interest	09/18/2025	12/18/2026	FFCB NOTES			531,687.50	531,687.50

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
		Totals for 09/18/2025						**899,899,402.88**	**900,000,000.00**	**531,687.50**	**632,284.62**
46528	COMM	16536HWN7	CHES DISC NOTE	Purchase	09/19/2025	09/22/2025	CHESHAM FINANCE	74,974,437.50			**-74,974,437.50**
46530	COMM	313385MA1	FHDN DISC NOTE	Purchase	09/19/2025	09/22/2025	FHLB DISCOUNT	249,915,625.00			**-249,915,625.00**
46531	COMM	313385MA1	FHDN DISC NOTE	Purchase	09/19/2025	09/22/2025	FHLB DISCOUNT	149,949,375.00			**-149,949,375.00**
46532	COMM	313385MA1	FHDN DISC NOTE	Purchase	09/19/2025	09/22/2025	FHLB DISCOUNT	249,915,625.00			**-249,915,625.00**
46527	COMM	5148X0WN1	NATXNY DISC NOTE	Purchase	09/19/2025	09/22/2025	LANDES	124,957,395.83			**-124,957,395.83**
46529	COMM	63873JWN6	NATXNY DISC NOTE	Purchase	09/19/2025	09/22/2025	NATIXIS NY	49,983,041.67			**-49,983,041.67**
46517	COMM	5148X0WK7	LANDES DISC NOTE	Redemption	09/19/2025	09/19/2025	LANDES		125,000,000.00		**125,000,000.00**
46518	COMM	16536HWK3	CHES DISC NOTE	Redemption	09/19/2025	09/19/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46519	COMM	63873JWK2	NATXNY DISC NOTE	Redemption	09/19/2025	09/19/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
46520	COMM	313385LX2	FHDN DISC NOTE	Redemption	09/19/2025	09/19/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46521	COMM	313385LX2	FHDN DISC NOTE	Redemption	09/19/2025	09/19/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46522	COMM	313385LX2	FHDN DISC NOTE	Redemption	09/19/2025	09/19/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
		Totals for 09/19/2025						**899,695,500.00**	**900,000,000.00**		**304,500.00**
46543	COMM	16536HWP2	CHES DISC NOTE	Purchase	09/22/2025	09/23/2025	CHESHAM FINANCE	74,991,479.16			**-74,991,479.16**
46545	COMM	313385MB9	FHDN DISC NOTE	Purchase	09/22/2025	09/23/2025	FHLB DISCOUNT	249,971,875.00			**-249,971,875.00**
46546	COMM	313385MB9	FHDN DISC NOTE	Purchase	09/22/2025	09/23/2025	FHLB DISCOUNT	149,983,125.00			**-149,983,125.00**
46547	COMM	313385MB9	FHDN DISC NOTE	Purchase	09/22/2025	09/23/2025	FHLB DISCOUNT	249,971,875.00			**-249,971,875.00**
46542	COMM	5148X0WP6	LANDES DISC NOTE	Purchase	09/22/2025	09/23/2025	LANDES	124,985,798.60			**-124,985,798.60**
46544	COMM	63873JWP1	NATXNY DISC NOTE	Purchase	09/22/2025	09/23/2025	NATIXIS NY	49,994,347.22			**-49,994,347.22**
42568	COMM	3133ENN22	FEDERAL FARM CR	Redemption	09/22/2025	09/22/2025	FFCB NOTES		25,000,000.00		**25,000,000.00**
46527	COMM	5148X0WN1	NATXNY DISC NOTE	Redemption	09/22/2025	09/22/2025	LANDES		125,000,000.00		**125,000,000.00**
46528	COMM	16536HWN7	CHES DISC NOTE	Redemption	09/22/2025	09/22/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46529	COMM	63873JWN6	NATXNY DISC NOTE	Redemption	09/22/2025	09/22/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
46530	COMM	313385MA1	FHDN DISC NOTE	Redemption	09/22/2025	09/22/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46531	COMM	313385MA1	FHDN DISC NOTE	Redemption	09/22/2025	09/22/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46532	COMM	313385MA1	FHDN DISC NOTE	Redemption	09/22/2025	09/22/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
42568	COMM	3133ENN22	FEDERAL FARM CR	Interest	09/22/2025	09/22/2025	FFCB NOTES			468,750.00	**468,750.00**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Interest	09/22/2025	04/21/2027	HONDA AUTO			23,982.96	**23,982.96**
42950	COMM	43815JAC7	HAROT 5.04% MAT	Redemption	09/22/2025	04/21/2027	HONDA AUTO		722,095.79		**722,095.79**
43771	COMM	92348KCL5	VZMT 5.% MAT	Interest	09/22/2025	12/20/2028	VERIZON MASTER			72,916.67	**72,916.67**
43771	COMM	92348KCL5	VZMT 5.% MAT	Redemption	09/22/2025	12/20/2028	VERIZON MASTER		461,011.36		**461,011.36**
44629	COMM	73328AAD1	PILOT 4.67% MAT	Interest	09/22/2025	11/22/2027	PORSCHE			29,187.50	**29,187.50**
44629	COMM	73328AAD1	PILOT 4.67% MAT	Redemption	09/22/2025	11/22/2027	PORSCHE		269,908.88		**269,908.88**
44817	COMM	881934AD5	TESLA 2024-B A3	Interest	09/22/2025	11/20/2026	TESLA AUTO LEASE			110,458.34	**110,458.34**
44817	COMM	881934AD5	TESLA 2024-B A3	Redemption	09/22/2025	11/20/2026	TESLA AUTO LEASE		1,830,188.58		**1,830,188.58**
44988	COMM	92868RAD0	VALET 2024-1 A3	Interest	09/22/2025	07/20/2029	VOLKSWAGEN			57,875.00	**57,875.00**
44988	COMM	92868RAD0	VALET 2024-1 A3	Redemption	09/22/2025	07/20/2029	VOLKSWAGEN		316,410.82		**316,410.82**
45606	COMM	92348KDZ3	VZMT 4.88% MAT	Interest	09/22/2025	03/20/2030	VERIZON MASTER			92,669.80	**92,669.80**
45606	COMM	92348KDZ3	VZMT 4.88% MAT	Redemption	09/22/2025	03/20/2030	VERIZON MASTER		353,551.71		**353,551.71**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
45785	COMM	24703UAC7	DEFT 4.68% MAT	Interest	09/22/2025	07/22/2027	DELL EQUIPMENT			23,400.00	**23,400.00**
45785	COMM	24703UAC7	DEFT 4.68% MAT	Redemption	09/22/2025	07/22/2027	DELL EQUIPMENT		254,654.87		**254,654.87**
45850	COMM	05594BAD8	BAAT 4.35% MAT	Interest	09/22/2025	11/20/2029	BANK OF AMERICA			27,187.50	**27,187.50**
45850	COMM	05594BAD8	BAAT 4.35% MAT	Redemption	09/22/2025	11/20/2029	BANK OF AMERICA		140,306.16		**140,306.16**
45933	COMM	362962AD4	GMALT 4.58% MAT	Interest	09/22/2025	05/22/2028	GM FIN'CL AUTO			73,470.86	**73,470.86**
45933	COMM	362962AD4	GMALT 4.58% MAT	Redemption	09/22/2025	05/22/2028	GM FIN'CL AUTO		543,829.68		**543,829.68**
46034	COMM	92868WAD9	VWALT 4.5% MAT	Interest	09/22/2025	06/20/2028	VOLKSWAGEN			53,437.50	**53,437.50**
46034	COMM	92868WAD9	VWALT 4.5% MAT	Redemption	09/22/2025	06/20/2028	VOLKSWAGEN		400,669.89		**400,669.89**
46307	COMM	379965AD8	GMALT 4.17% MAT	Interest	09/22/2025	08/21/2028	GM FIN'CL AUTO			74,538.77	**74,538.77**
46307	COMM	379965AD8	GMALT 4.17% MAT	Redemption	09/22/2025	08/21/2028	GM FIN'CL AUTO		421,283.34		**421,283.34**
46346	COMM	858933AC8	SFUEL 4.27% MAT	Interest	09/22/2025	01/22/2029	STELLATINS			96,074.99	**96,074.99**
46346	COMM	858933AC8	SFUEL 4.27% MAT	Redemption	09/22/2025	01/22/2029	STELLATINS		601,475.66		**601,475.66**
		Totals for 09/22/2025						**899,898,499.98**	**931,315,386.74**	**1,203,949.89**	**32,620,836.65**
46550	COMM	16536HWQ0	CHES DISC NOTE	Purchase	09/23/2025	09/24/2025	CHESHAM FINANCE	74,991,479.16			**-74,991,479.16**
46552	COMM	313385MC7	FHDN DISC NOTE	Purchase	09/23/2025	09/24/2025	FHLB DISCOUNT	249,972,013.90			**-249,972,013.90**
46553	COMM	313385MC7	FHDN DISC NOTE	Purchase	09/23/2025	09/24/2025	FHLB DISCOUNT	149,983,209.00			**-149,983,209.00**
46554	COMM	313385MC7	FHDN DISC NOTE	Purchase	09/23/2025	09/24/2025	FHLB DISCOUNT	249,972,013.90			**-249,972,013.90**
46526	COMM	3137H5Y35	FHLMCM	Purchase	09/23/2025	01/25/2029	FHLMC	26,007,318.46			**-26,007,318.46**
46549	COMM	5148X0WQ4	LANDES DISC NOTE	Purchase	09/23/2025	09/24/2025	LANDES	124,985,833.33			**-124,985,833.33**
46551	COMM	63873JWQ9	NATXNY DISC NOTE	Purchase	09/23/2025	09/24/2025	NATIXIS NY	49,994,347.22			**-49,994,347.22**
46548	COMM	64952WFL2	NYL 4.4% MAT	Purchase	09/23/2025	12/13/2027	NEW YORK LIFE	22,493,508.89			**-22,493,508.89**
40612	COMM	3137EAEX3	FEDERAL HOME LN	Redemption	09/23/2025	09/23/2025	FHLMC NOTES		10,000,000.00		**10,000,000.00**
46542	COMM	5148X0WP6	LANDES DISC NOTE	Redemption	09/23/2025	09/23/2025	LANDES		125,000,000.00		**125,000,000.00**
46543	COMM	16536HWP2	CHES DISC NOTE	Redemption	09/23/2025	09/23/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46544	COMM	63873JWP1	NATXNY DISC NOTE	Redemption	09/23/2025	09/23/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
46545	COMM	313385MB9	FHDN DISC NOTE	Redemption	09/23/2025	09/23/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46546	COMM	313385MB9	FHDN DISC NOTE	Redemption	09/23/2025	09/23/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46547	COMM	313385MB9	FHDN DISC NOTE	Redemption	09/23/2025	09/23/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
40612	COMM	3137EAEX3	FEDERAL HOME LN	Interest	09/23/2025	09/23/2025	FHLMC NOTES			18,750.00	**18,750.00**
45173	COMM	3133ERP88	FFCB Float 12/23/27	Interest	09/23/2025	12/23/2027	FFCB NOTES			588,611.11	**588,611.11**
		Totals for 09/23/2025						**948,399,723.86**	**910,000,000.00**	**607,361.11**	**-37,792,362.75**
46556	COMM	16536HWR8	CHES DISC NOTE	Purchase	09/24/2025	09/25/2025	CHESHAM FINANCE	74,991,479.16			**-74,991,479.16**
46558	COMM	313385MD5	FHDN DISC NOTE	Purchase	09/24/2025	09/25/2025	FHLB DISCOUNT	249,972,152.80			**-249,972,152.80**
46559	COMM	313385MD5	FHDN DISC NOTE	Purchase	09/24/2025	09/25/2025	FHLB DISCOUNT	149,983,291.50			**-149,983,291.50**
46560	COMM	313385MD5	FHDN DISC NOTE	Purchase	09/24/2025	09/25/2025	FHLB DISCOUNT	249,972,152.80			**-249,972,152.80**
46541	COMM	3137H6MJ1-A	FHLMCM	Purchase	09/24/2025	02/25/2029	FHLMC	16,954,130.78			**-16,954,130.78**
46555	COMM	5148X0WR2	LANDES DISC NOTE	Purchase	09/24/2025	09/25/2025	LANDES	124,985,833.33			**-124,985,833.33**
46557	COMM	63873JWR7	NATXNY DISC NOTE	Purchase	09/24/2025	09/25/2025	NATIXIS NY	49,994,347.22			**-49,994,347.22**
46549	COMM	5148X0WQ4	LANDES DISC NOTE	Redemption	09/24/2025	09/24/2025	LANDES		125,000,000.00		**125,000,000.00**
46550	COMM	16536HWQ0	CHES DISC NOTE	Redemption	09/24/2025	09/24/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46551	COMM	63873JWQ9	NATXNY DISC NOTE	Redemption	09/24/2025	09/24/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
46552	COMM	313385MC7	FHDN DISC NOTE	Redemption	09/24/2025	09/24/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46553	COMM	313385MC7	FHDN DISC NOTE	Redemption	09/24/2025	09/24/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46554	COMM	313385MC7	FHDN DISC NOTE	Redemption	09/24/2025	09/24/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
		Totals for 09/24/2025						**916,853,387.59**	**900,000,000.00**		**-16,853,387.59**
46562	COMM	16536HWS6	CHES DISC NOTE	Purchase	09/25/2025	09/26/2025	CHESHAM FINANCE	74,991,479.16			**-74,991,479.16**
46564	COMM	313385ME3	FHDN DISC NOTE	Purchase	09/25/2025	09/26/2025	FHLB DISCOUNT	177,980,271.66			**-177,980,271.66**
46565	COMM	313385ME3	FHDN DISC NOTE	Purchase	09/25/2025	09/26/2025	FHLB DISCOUNT	124,986,146.25			**-124,986,146.25**
46566	COMM	313385ME3	FHDN DISC NOTE	Purchase	09/25/2025	09/26/2025	FHLB DISCOUNT	249,972,291.65			**-249,972,291.65**
46533	COMM	3140Q0LF7	FNMAM 4.58% MAT	Purchase	09/25/2025	09/01/2030	FNMA	28,462,912.44			**-28,462,912.44**
46561	COMM	5148X0WS0	LANDES DISC NOTE	Purchase	09/25/2025	09/26/2025	LANDES	124,985,763.90			**-124,985,763.90**
46563	COMM	63873JWS5	NATXNY DISC NOTE	Purchase	09/25/2025	09/26/2025	NATIXIS NY	49,994,347.22			**-49,994,347.22**
46555	COMM	5148X0WR2	LANDES DISC NOTE	Redemption	09/25/2025	09/25/2025	LANDES		125,000,000.00		**125,000,000.00**
46556	COMM	16536HWR8	CHES DISC NOTE	Redemption	09/25/2025	09/25/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46557	COMM	63873JWR7	NATXNY DISC NOTE	Redemption	09/25/2025	09/25/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
46558	COMM	313385MD5	FHDN DISC NOTE	Redemption	09/25/2025	09/25/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46559	COMM	313385MD5	FHDN DISC NOTE	Redemption	09/25/2025	09/25/2025	FHLB DISCOUNT		150,000,000.00		**150,000,000.00**
46560	COMM	313385MD5	FHDN DISC NOTE	Redemption	09/25/2025	09/25/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
41954	COMM	3130ARFG1	FEDERAL HOME	Interest	09/25/2025	03/25/2027	FHLB NOTES			240,000.00	**240,000.00**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	09/25/2025	03/25/2026	FHLMC			4,732.03	**4,732.03**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	09/25/2025	03/25/2026	FHLMC		316,591.04		**316,591.04**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	09/25/2025	07/25/2026	FHLMC			7,902.20	**7,902.20**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	09/25/2025	07/25/2026	FHLMC		259,931.00		**259,931.00**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	09/25/2025	10/01/2025	FHLMC			28,810.51	**28,810.51**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	09/25/2025	10/01/2025	FHLMC		11,949,053.95		**11,949,053.95**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	09/25/2025	10/25/2025	FHLMC			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	09/25/2025	10/25/2025	FHLMC		2,430,032.82		**2,430,032.82**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	09/25/2025	09/25/2029	FHLMC			2,113.19	**2,113.19**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	09/25/2025	09/25/2029	FHLMC		1,029.81		**1,029.81**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	09/25/2025	10/01/2025	FHLMC			29,837.50	**29,837.50**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	09/25/2025	10/01/2025	FHLMC		22,774,569.92		**22,774,569.92**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	09/25/2025	07/01/2026	FNMA			18,964.97	**18,964.97**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	09/25/2025	07/01/2026	FNMA		15,978.30		**15,978.30**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	09/25/2025	09/25/2027	FHLMC			995.82	**995.82**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	09/25/2025	09/25/2027	FHLMC		68,759.99		**68,759.99**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	09/25/2025	10/25/2025	FHLMC			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	09/25/2025	10/25/2025	FHLMC				**0.00**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	09/25/2025	06/25/2027	FHLMC			4,700.72	**4,700.72**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	09/25/2025	06/25/2027	FHLMC		17,576.72		**17,576.72**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Interest	09/25/2025	07/25/2027	FHLMC			21,658.04	**21,658.04**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41164	COMM	3137FPJ55	FHLMCM 2.606%	Redemption	09/25/2025	07/25/2027	FHLMC		255,030.72		**255,030.72**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Interest	09/25/2025	08/25/2027	FHLMC			10,402.20	**10,402.20**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Redemption	09/25/2025	08/25/2027	FHLMC		165,784.60		**165,784.60**
41222	COMM	3137H14A1	FHLMCM 0.854%	Interest	09/25/2025	01/25/2028	FHLMC			7,868.45	**7,868.45**
41222	COMM	3137H14A1	FHLMCM 0.854%	Redemption	09/25/2025	01/25/2028	FHLMC		355,065.53		**355,065.53**
41228	COMM	3136AUG21	FNMAM 2.49552%	Interest	09/25/2025	10/25/2026	FNMA			34,122.06	**34,122.06**
41228	COMM	3136AUG21	FNMAM 2.49552%	Redemption	09/25/2025	10/25/2026	FNMA		25,928.00		**25,928.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Interest	09/25/2025	11/01/2026	FHLMC			27,125.00	**27,125.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Redemption	09/25/2025	11/01/2026	FHLMC		1,109,553.50		**1,109,553.50**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Interest	09/25/2025	11/01/2031	FHLMC SINGLE			9,274.61	**9,274.61**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Redemption	09/25/2025	11/01/2031	FHLMC SINGLE		123,986.45		**123,986.45**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Interest	09/25/2025	11/01/2031	FNMA SINGLE			8,838.60	**8,838.60**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Redemption	09/25/2025	11/01/2031	FNMA SINGLE		138,127.95		**138,127.95**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Interest	09/25/2025	09/01/2031	FNMA SINGLE			16,068.14	**16,068.14**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Redemption	09/25/2025	09/01/2031	FNMA SINGLE		242,672.46		**242,672.46**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Interest	09/25/2025	01/01/2032	FHLMC SINGLE			14,695.14	**14,695.14**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Redemption	09/25/2025	01/01/2032	FHLMC SINGLE		221,620.96		**221,620.96**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Interest	09/25/2025	12/01/2031	FNMA SINGLE			12,740.99	**12,740.99**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Redemption	09/25/2025	12/01/2031	FNMA SINGLE		207,092.60		**207,092.60**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Interest	09/25/2025	07/25/2029	FHLMC			26,689.54	**26,689.54**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Redemption	09/25/2025	07/25/2029	FHLMC		264,467.57		**264,467.57**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Interest	09/25/2025	04/01/2026	FNMA			23,952.48	**23,952.48**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Redemption	09/25/2025	04/01/2026	FNMA		17,938.58		**17,938.58**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Interest	09/25/2025	03/25/2027	FHLMC			22,128.80	**22,128.80**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Redemption	09/25/2025	03/25/2027	FHLMC		6,646,267.52		**6,646,267.52**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	09/25/2025	01/01/2026	FNMA			93,430.56	**93,430.56**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	09/25/2025	01/01/2026	FNMA		7,148,099.69		**7,148,099.69**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Interest	09/25/2025	04/25/2027	FHLMC			11,796.05	**11,796.05**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Redemption	09/25/2025	04/25/2027	FHLMC		42,459.12		**42,459.12**
42093	COMM	3137F1G44	FHLMCM 3.243%	Interest	09/25/2025	04/25/2027	FHLMC			94,587.50	**94,587.50**
42093	COMM	3137F1G44	FHLMCM 3.243%	Redemption	09/25/2025	04/25/2027	FHLMC		1,810,339.87		**1,810,339.87**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Interest	09/25/2025	03/25/2027	FHLMC			107,466.68	**107,466.68**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Redemption	09/25/2025	03/25/2027	FHLMC		2,161,215.68		**2,161,215.68**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Interest	09/25/2025	06/25/2027	FHLMC			90,912.50	**90,912.50**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Redemption	09/25/2025	06/25/2027	FHLMC				**0.00**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Interest	09/25/2025	07/01/2026	FNMA NOTES			77,393.17	**77,393.17**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Redemption	09/25/2025	07/01/2026	FNMA NOTES		94,880.70		**94,880.70**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Interest	09/25/2025	10/01/2026	FNMA			42,538.89	**42,538.89**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Redemption	09/25/2025	10/01/2026	FNMA		1,467,067.92		**1,467,067.92**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Interest	09/25/2025	08/25/2026	FNMA			95,471.55	**95,471.55**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Redemption	09/25/2025	08/25/2026	FNMA		60,329.37		**60,329.37**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	09/25/2025	06/01/2026	FNMA			32,812.50	**32,812.50**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	09/25/2025	06/01/2026	FNMA		1,517,873.33		**1,517,873.33**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	09/25/2025	06/01/2026	FNMA			32,812.50	**32,812.50**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	09/25/2025	06/01/2026	FNMA				**0.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Interest	09/25/2025	04/25/2027	FHLMC			54,050.00	**54,050.00**
42150	COMM	3137F1G44	FHLMCM 3.243%	Redemption	09/25/2025	04/25/2027	FHLMC				**0.00**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Interest	09/25/2025	07/01/2026	FNMA			44,261.11	**44,261.11**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Redemption	09/25/2025	07/01/2026	FNMA		1,845,981.41		**1,845,981.41**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Interest	09/25/2025	08/25/2026	BMW VEHICLE			804.35	**804.35**
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Redemption	09/25/2025	08/25/2026	BMW VEHICLE		300,695.30		**300,695.30**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Interest	09/25/2025	11/01/2026	FNMA			56,575.00	**56,575.00**
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Redemption	09/25/2025	11/01/2026	FNMA		2,045,216.62		**2,045,216.62**
42205	COMM	3137FMD25	FHLMCM 2.875%	Interest	09/25/2025	04/25/2026	FHLMC			47,772.91	**47,772.91**
42205	COMM	3137FMD25	FHLMCM 2.875%	Redemption	09/25/2025	04/25/2026	FHLMC		2,267,816.78		**2,267,816.78**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	09/25/2025	06/01/2026	FNMA			17,500.00	**17,500.00**
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	09/25/2025	06/01/2026	FNMA				**0.00**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Interest	09/25/2025	08/25/2027	FHLMC			29,255.59	**29,255.59**
42757	COMM	3137FBAJ5	FHLMCM 3.281%	Redemption	09/25/2025	08/25/2027	FHLMC		447,175.34		**447,175.34**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Interest	09/25/2025	12/01/2025	FNMA			27,793.48	**27,793.48**
42758	COMM	3138L5FA3	FNMAM 3.765% MAT	Redemption	09/25/2025	12/01/2025	FNMA		16,015.73		**16,015.73**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Interest	09/25/2025	02/25/2027	FHLMC			54,800.00	**54,800.00**
42764	COMM	3137BYLD0	FHLMCM 3.288%	Redemption	09/25/2025	02/25/2027	FHLMC		1,081,662.04		**1,081,662.04**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Interest	09/25/2025	01/01/2026	FNMA			26,694.44	**26,694.44**
42878	COMM	3138LCT54-A	FNMAM 3.1% MAT	Redemption	09/25/2025	01/01/2026	FNMA		1,974,723.63		**1,974,723.63**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Interest	09/25/2025	07/01/2026	FNMA NOTES			83,355.56	**83,355.56**
42910	COMM	3138LECC3	FNMA 2.42% MAT	Redemption	09/25/2025	07/01/2026	FNMA NOTES		3,580,686.47		**3,580,686.47**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Interest	09/25/2025	12/01/2027	FHLMC			21,839.92	**21,839.92**
42931	COMM	3132CW3F9	FHLMC 2.% MAT	Redemption	09/25/2025	12/01/2027	FHLMC		686,598.10		**686,598.10**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Interest	09/25/2025	11/01/2027	FHLMC			139,453.26	**139,453.26**
42949	COMM	3132XGQ74	FHLMCM 3.7% MAT	Redemption	09/25/2025	11/01/2027	FHLMC		57,966.30		**57,966.30**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Interest	09/25/2025	12/25/2027	FHLMC			55,310.74	**55,310.74**
43054	COMM	3137FEZT0	FHLMCM 3.725%	Redemption	09/25/2025	12/25/2027	FHLMC		556,840.05		**556,840.05**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Interest	09/25/2025	02/01/2028	FHLMC			115,378.55	**115,378.55**
43080	COMM	3132XFLM8	FHLMCM 4.3% MAT	Redemption	09/25/2025	02/01/2028	FHLMC		1,135,166.70		**1,135,166.70**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Interest	09/25/2025	01/01/2028	FNMA			91,007.96	**91,007.96**
43098	COMM	3140LJKS4	FNMAM 4.54% MAT	Redemption	09/25/2025	01/01/2028	FNMA		876,271.44		**876,271.44**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Interest	09/25/2025	07/25/2026	FREDDIE MAC			17,342.94	**17,342.94**
43105	COMM	30322KAE3	FREDM 0.88% MAT	Redemption	09/25/2025	07/25/2026	FREDDIE MAC		2,959,496.97		**2,959,496.97**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Interest	09/25/2025	01/01/2028	FNMA			116,043.18	**116,043.18**
43145	COMM	3140LJJN7	FNMAM 4.385% MAT	Redemption	09/25/2025	01/01/2028	FNMA		1,155,573.38		**1,155,573.38**
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Interest	09/25/2025	09/01/2027	FNMA			75,993.06	**75,993.06**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
43162	COMM	3140LHFC9	FNMAM 3.53% MAT	Redemption	09/25/2025	09/01/2027	FNMA		1,064,263.70		**1,064,263.70**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Interest	09/25/2025	02/01/2028	FNMA			89,770.83	**89,770.83**
43200	COMM	3140LJS23	FNMAM 4.17% MAT	Redemption	09/25/2025	02/01/2028	FNMA		911,298.68		**911,298.68**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Interest	09/25/2025	06/01/2028	FNMA			85,468.46	**85,468.46**
43268	COMM	3140LJX68	FNMAM 4.225% MAT	Redemption	09/25/2025	06/01/2028	FNMA		746,305.45		**746,305.45**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Interest	09/25/2025	07/01/2028	FNMA			89,619.91	**89,619.91**
43563	COMM	3140LLCB5	FNMAM 4.62% MAT	Redemption	09/25/2025	07/01/2028	FNMA		669,752.30		**669,752.30**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Interest	09/25/2025	07/01/2028	FHLMC			53,791.87	**53,791.87**
43597	COMM	3132XGW51	FHLMCM 4.21% MAT	Redemption	09/25/2025	07/01/2028	FHLMC		427,096.57		**427,096.57**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Interest	09/25/2025	06/01/2028	FREDDIE MAC			119,787.10	**119,787.10**
43629	COMM	3132XGVS2	FREDM 5.1% MAT	Redemption	09/25/2025	06/01/2028	FREDDIE MAC		840,446.85		**840,446.85**
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Interest	09/25/2025	10/25/2028	FHLMC			85,050.00	**85,050.00**
43636	COMM	3137HB3G7	FHLMCM 4.86% MAT	Redemption	09/25/2025	10/25/2028	FHLMC		569,677.59		**569,677.59**
43889	COMM	3132XFND6	FHLMC 5.% MAT	Interest	09/25/2025	08/01/2028	FHLMC			177,070.27	**177,070.27**
43889	COMM	3132XFND6	FHLMC 5.% MAT	Redemption	09/25/2025	08/01/2028	FHLMC		1,200,415.35		**1,200,415.35**
44063	COMM	3142FFGN1	FNMAM 4.6% MAT	Interest	09/25/2025	01/01/2029	FNMA			158,444.44	**158,444.44**
44063	COMM	3142FFGN1	FNMAM 4.6% MAT	Redemption	09/25/2025	01/01/2029	FNMA		998,212.63		**998,212.63**
44297	COMM	096919AD7	BMWOT 5.18% MAT	Interest	09/25/2025	02/26/2029	BMW VEHICLE			73,383.34	**73,383.34**
44297	COMM	096919AD7	BMWOT 5.18% MAT	Redemption	09/25/2025	02/26/2029	BMW VEHICLE		402,762.25		**402,762.25**
44491	COMM	3136B06Q4	FNMA 5.77% MAT	Interest	09/25/2025	04/25/2030	FNMA NOTES			20,033.17	**20,033.17**
44491	COMM	3136B06Q4	FNMA 5.77% MAT	Redemption	09/25/2025	04/25/2030	FNMA NOTES		5,277.16		**5,277.16**
44670	COMM	3138LMNE9	FNMAM 5.766% MAT	Interest	09/25/2025	03/01/2028	FNMA			67,877.90	**67,877.90**
44670	COMM	3138LMNE9	FNMAM 5.766% MAT	Redemption	09/25/2025	03/01/2028	FNMA		24,853.83		**24,853.83**
44805	COMM	313637Q52	FN 109476 MTG	Interest	09/25/2025	08/01/2028	FNMA			67,812.50	**67,812.50**
44805	COMM	313637Q52	FN 109476 MTG	Redemption	09/25/2025	08/01/2028	FNMA		24,638.25		**24,638.25**
45059	COMM	3137H74L4	FHLMC 5.30243%	Interest	09/25/2025	04/25/2030	FHLMC NOTES			86,623.57	**86,623.57**
45059	COMM	3137H74L4	FHLMC 5.30243%	Redemption	09/25/2025	04/25/2030	FHLMC NOTES		13,973.32		**13,973.32**
45093	COMM	3132XKXC6	FHLMC 4.39% MAT	Interest	09/25/2025	10/01/2029	FHLMC NOTES			75,605.55	**75,605.55**
45093	COMM	3132XKXC6	FHLMC 4.39% MAT	Redemption	09/25/2025	10/01/2029	FHLMC NOTES		392,459.09		**392,459.09**
45140	COMM	3132XKXC6-A	FHLMC 4.39% MAT	Interest	09/25/2025	10/01/2029	FHLMC NOTES			37,802.78	**37,802.78**
45140	COMM	3132XKXC6-A	FHLMC 4.39% MAT	Redemption	09/25/2025	10/01/2029	FHLMC NOTES		194,918.16		**194,918.16**
45367	COMM	096924AD7	BMWOT 4.56% MAT	Interest	09/25/2025	09/25/2029	BMW VEHICLE			95,000.00	**95,000.00**
45367	COMM	096924AD7	BMWOT 4.56% MAT	Redemption	09/25/2025	09/25/2029	BMW VEHICLE		493,903.98		**493,903.98**
45492	COMM	3132XKSM0	FREDM 4.5% MAT	Interest	09/25/2025	07/01/2029	FREDDIE MAC			94,065.62	**94,065.62**
45492	COMM	3132XKSM0	FREDM 4.5% MAT	Redemption	09/25/2025	07/01/2029	FREDDIE MAC		521,145.86		**521,145.86**
45607	COMM	3137HJ5Z6	FHLMCM 4.84268%	Interest	09/25/2025	09/25/2029	FHLMC			62,320.46	**62,320.46**
45607	COMM	3137HJ5Z6	FHLMCM 4.84268%	Redemption	09/25/2025	09/25/2029	FHLMC		2,513.55		**2,513.55**
45681	COMM	3137FMU67	FREDM 2.862% MAT	Interest	09/25/2025	05/25/2026	FREDDIE MAC			27,649.81	**27,649.81**
45681	COMM	3137FMU67	FREDM 2.862% MAT	Redemption	09/25/2025	05/25/2026	FREDDIE MAC		15,896.65		**15,896.65**
45706	COMM	3137HBPH1	FHLMCM 4.95268%	Interest	09/25/2025	01/25/2031	FHLMC			21,328.13	**21,328.13**
45706	COMM	3137HBPH1	FHLMCM 4.95268%	Redemption	09/25/2025	01/25/2031	FHLMC		2,748.16		**2,748.16**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46003	COMM	096912AD2	BMWLT 4.43% MAT	Interest	09/25/2025	06/26/2028	BMW VEHICLE			33,225.00	**33,225.00**
46003	COMM	096912AD2	BMWLT 4.43% MAT	Redemption	09/25/2025	06/26/2028	BMW VEHICLE		245,747.70		**245,747.70**
46077	COMM	3137HLY48	FHLMCM 4.404%	Interest	09/25/2025	04/25/2030	FHLMC			73,400.00	**73,400.00**
46077	COMM	3137HLY48	FHLMCM 4.404%	Redemption	09/25/2025	04/25/2030	FHLMC		325,965.41		**325,965.41**
46078	COMM	3137BS5N9	FHLMCM 2.72% MAT	Interest	09/25/2025	07/25/2026	FHLMC			79,333.35	**79,333.35**
46078	COMM	3137BS5N9	FHLMCM 2.72% MAT	Redemption	09/25/2025	07/25/2026	FHLMC		2,999,870.91		**2,999,870.91**
46079	COMM	3137BS5N9	FHLMCM 2.72% MAT	Interest	09/25/2025	07/25/2026	FHLMC			56,666.67	**56,666.67**
46079	COMM	3137BS5N9	FHLMCM 2.72% MAT	Redemption	09/25/2025	07/25/2026	FHLMC				**0.00**
46121	COMM	3132XDCK7	FREDM 4.15% MAT	Interest	09/25/2025	05/01/2030	FREDDIE MAC			88,771.41	**88,771.41**
46121	COMM	3132XDCK7	FREDM 4.15% MAT	Redemption	09/25/2025	05/01/2030	FREDDIE MAC		25,427.18		**25,427.18**
46143	COMM	3132XFUA4	FHLM 4.2% MAT	Interest	09/25/2025	10/01/2029	FHLMC SINGLE			37,143.17	**37,143.17**
46143	COMM	3132XFUA4	FHLM 4.2% MAT	Redemption	09/25/2025	10/01/2029	FHLMC SINGLE		202,540.72		**202,540.72**
46144	COMM	3140NYSV4	FNMA 4.47% MAT	Interest	09/25/2025	06/01/2030	FNMA NOTES			134,720.83	**134,720.83**
46144	COMM	3140NYSV4	FNMA 4.47% MAT	Redemption	09/25/2025	06/01/2030	FNMA NOTES		563,281.68		**563,281.68**
46171	COMM	3137HMC73	FHLMCM 4.84926%	Interest	09/25/2025	05/25/2030	FHLMC			104,847.73	**104,847.73**
46171	COMM	3137HMC73	FHLMCM 4.84926%	Redemption	09/25/2025	05/25/2030	FHLMC		3,266.50		**3,266.50**
46228	COMM	3140NY4X6	FNMDN 4.48% MAT	Interest	09/25/2025	07/01/2030	FNMA			119,035.59	**119,035.59**
46228	COMM	3140NY4X6	FNMDN 4.48% MAT	Redemption	09/25/2025	07/01/2030	FNMA		475,813.05		**475,813.05**
46238	COMM	3136B2HA3	FNMDN 3.354% MAT	Interest	09/25/2025	07/25/2028	FANNIE MAE			42,469.66	**42,469.66**
46238	COMM	3136B2HA3	FNMDN 3.354% MAT	Redemption	09/25/2025	07/25/2028	FANNIE MAE		14,367.91		**14,367.91**
46259	COMM	3140NYWE7	FNMAM 4.245% MAT	Interest	09/25/2025	07/01/2030	FNMA			60,248.58	**60,248.58**
46259	COMM	3140NYWE7	FNMAM 4.245% MAT	Redemption	09/25/2025	07/01/2030	FNMA		255,943.62		**255,943.62**
46304	COMM	3137HMCL2	FHLMCM 4.88% MAT	Interest	09/25/2025	06/25/2030	FHLMC			198,898.35	**198,898.35**
46304	COMM	3137HMCL2	FHLMCM 4.88% MAT	Redemption	09/25/2025	06/25/2030	FHLMC		527.70		**527.70**
46328	COMM	3140HRL35	FNMAM 3.76% MAT	Interest	09/25/2025	11/01/2028	FNMA			129,511.11	**129,511.11**
46328	COMM	3140HRL35	FNMAM 3.76% MAT	Redemption	09/25/2025	11/01/2028	FNMA		1,158,495.90		**1,158,495.90**
46328	COMM	3140HRL35	FNMAM 3.76% MAT	Interest	09/25/2025	11/01/2028	FNMA			-41,777.78	**-41,777.78**
46328	COMM	3140HRL35	FNMAM 3.76% MAT	Redemption	09/25/2025	11/01/2028	FNMA				**0.00**
46352	COMM	3137H6MJ1	FHLMCM 4.68926%	Interest	09/25/2025	02/25/2029	FHLMC			54,875.12	**54,875.12**
46352	COMM	3137H6MJ1	FHLMCM 4.68926%	Redemption	09/25/2025	02/25/2029	FHLMC		7,875.04		**7,875.04**
46402	COMM	3140NW7H2	FNMAM 5.005% MAT	Interest	09/25/2025	12/01/2029	FNMA			136,670.01	**136,670.01**
46402	COMM	3140NW7H2	FNMAM 5.005% MAT	Redemption	09/25/2025	12/01/2029	FNMA		603,032.10		**603,032.10**
46402	COMM	3140NW7H2	FNMAM 5.005% MAT	Interest	09/25/2025	12/01/2029	FNMA			-110,217.75	**-110,217.75**
46402	COMM	3140NW7H2	FNMAM 5.005% MAT	Redemption	09/25/2025	12/01/2029	FNMA				**0.00**
46526	COMM	3137H5Y35	FHLMCM	Interest	09/25/2025	01/25/2029	FHLMC			103,455.07	**103,455.07**
46526	COMM	3137H5Y35	FHLMCM	Redemption	09/25/2025	01/25/2029	FHLMC		14,247.42		**14,247.42**
46526	COMM	3137H5Y35	FHLMCM	Interest	09/25/2025	01/25/2029	FHLMC			-96,780.54	**-96,780.54**
46526	COMM	3137H5Y35	FHLMCM	Redemption	09/25/2025	01/25/2029	FHLMC				**0.00**
46541	COMM	3137H6MJ1-A	FHLMCM	Interest	09/25/2025	02/25/2029	FHLMC			68,593.90	**68,593.90**
46541	COMM	3137H6MJ1-A	FHLMCM	Redemption	09/25/2025	02/25/2029	FHLMC		9,843.80		**9,843.80**
46541	COMM	3137H6MJ1-A	FHLMCM	Interest	09/25/2025	02/25/2029	FHLMC			-66,381.19	**-66,381.19**

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46541	COMM	3137H6MJ1-A	FHLMCM	Redemption	09/25/2025	02/25/2029	FHLMC				0.00
		Totals for 09/25/2025						**831,373,212.28**	**999,326,017.95**	**5,149,501.44**	**173,102,307.11**
46569	COMM	16536HWV9	CHES DISC NOTE	Purchase	09/26/2025	09/29/2025	CHESHAM FINANCE	74,974,437.50			-74,974,437.50
46571	COMM	313385MH6	FHDN DISC NOTE	Purchase	09/26/2025	09/29/2025	FHLB DISCOUNT	249,917,082.50			-249,917,082.50
46572	COMM	313385MH6	FHDN DISC NOTE	Purchase	09/26/2025	09/29/2025	FHLB DISCOUNT	124,958,541.25			-124,958,541.25
46573	COMM	313385MH6	FHDN DISC NOTE	Purchase	09/26/2025	09/29/2025	FHLB DISCOUNT	249,917,083.35			-249,917,083.35
46568	COMM	5148X0WV3	LANDES DISC NOTE	Purchase	09/26/2025	09/29/2025	LANDES	124,957,291.67			-124,957,291.67
46570	COMM	63873JWV8	NATXNY DISC NOTE	Purchase	09/26/2025	09/29/2025	NATIXIS NY	49,983,041.67			-49,983,041.67
45655	COMM	60710TL58	MIZBNK 4.36% MAT	Redemption	09/26/2025	09/26/2025	MIZUHO BANK		50,000,000.00		50,000,000.00
46561	COMM	5148X0WS0	LANDES DISC NOTE	Redemption	09/26/2025	09/26/2025	LANDES		125,000,000.00		125,000,000.00
46562	COMM	16536HWS6	CHES DISC NOTE	Redemption	09/26/2025	09/26/2025	CHESHAM FINANCE		75,000,000.00		75,000,000.00
46563	COMM	63873JWS5	NATXNY DISC NOTE	Redemption	09/26/2025	09/26/2025	NATIXIS NY		50,000,000.00		50,000,000.00
46564	COMM	313385ME3	FHDN DISC NOTE	Redemption	09/26/2025	09/26/2025	FHLB DISCOUNT		178,000,000.00		178,000,000.00
46565	COMM	313385ME3	FHDN DISC NOTE	Redemption	09/26/2025	09/26/2025	FHLB DISCOUNT		125,000,000.00		125,000,000.00
46566	COMM	313385ME3	FHDN DISC NOTE	Redemption	09/26/2025	09/26/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
45655	COMM	60710TL58	MIZBNK 4.36% MAT	Interest	09/26/2025	09/26/2025	MIZUHO BANK			1,059,722.20	1,059,722.20
		Totals for 09/26/2025						**874,707,477.94**	**853,000,000.00**	**1,059,722.20**	**-20,647,755.74**
46576	COMM	16536HWW7	CHES DISC NOTE	Purchase	09/29/2025	09/30/2025	CHESHAM FINANCE	74,991,479.16			-74,991,479.16
46579	COMM	313385MJ2	FHDN DISC NOTE	Purchase	09/29/2025	09/30/2025	FHLB DISCOUNT	249,972,430.55			-249,972,430.55
46580	COMM	313385MJ2	FHDN DISC NOTE	Purchase	09/29/2025	09/30/2025	FHLB DISCOUNT	89,990,074.80			-89,990,074.80
46581	COMM	313385MJ2	FHDN DISC NOTE	Purchase	09/29/2025	09/30/2025	FHLB DISCOUNT	49,994,486.11			-49,994,486.11
46578	COMM	313589MJ9	FNDN DISC NOTE	Purchase	09/29/2025	09/30/2025	FANNIE MAE	199,978,166.68			-199,978,166.68
46575	COMM	5148X0WW1	LANDES DISC NOTE	Purchase	09/29/2025	09/30/2025	LANDES	124,985,763.90			-124,985,763.90
46577	COMM	63873JWW6	NATXNY DISC NOTE	Purchase	09/29/2025	09/30/2025	NATIXIS NY	49,994,347.22			-49,994,347.22
46568	COMM	5148X0WV3	LANDES DISC NOTE	Redemption	09/29/2025	09/29/2025	LANDES		125,000,000.00		125,000,000.00
46569	COMM	16536HWV9	CHES DISC NOTE	Redemption	09/29/2025	09/29/2025	CHESHAM FINANCE		75,000,000.00		75,000,000.00
46570	COMM	63873JWV8	NATXNY DISC NOTE	Redemption	09/29/2025	09/29/2025	NATIXIS NY		50,000,000.00		50,000,000.00
46571	COMM	313385MH6	FHDN DISC NOTE	Redemption	09/29/2025	09/29/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
46572	COMM	313385MH6	FHDN DISC NOTE	Redemption	09/29/2025	09/29/2025	FHLB DISCOUNT		125,000,000.00		125,000,000.00
46573	COMM	313385MH6	FHDN DISC NOTE	Redemption	09/29/2025	09/29/2025	FHLB DISCOUNT		250,000,000.00		250,000,000.00
44378	COMM	3130B1TW7	FHLB 5.59% MAT	Interest	09/29/2025	06/27/2028	FHLB NOTES			590,263.90	590,263.90
		Totals for 09/29/2025						**839,906,748.42**	**875,000,000.00**	**590,263.90**	**35,683,515.48**
46583	COMM	16536HX14	CHES DISC NOTE	Purchase	09/30/2025	10/01/2025	CHESHAM FINANCE	74,991,437.50			-74,991,437.50
46585	COMM	313385MK9	FHDN DISC NOTE	Purchase	09/30/2025	10/01/2025	FHLB DISCOUNT	94,989,576.39			-94,989,576.39
46586	COMM	313385MK9	FHDN DISC NOTE	Purchase	09/30/2025	10/01/2025	FHLB DISCOUNT	57,993,636.24			-57,993,636.24
46587	COMM	313385MK9	FHDN DISC NOTE	Purchase	09/30/2025	10/01/2025	FHLB DISCOUNT	49,994,513.89			-49,994,513.89
46567	COMM	3132XKT72	FHLMC 4.26% MAT	Purchase	09/30/2025	09/01/2029	FHLMC NOTES	35,137,479.30			-35,137,479.30
46584	COMM	313589MK6	FNMDN DISC NOTE	Purchase	09/30/2025	10/01/2025	FANNIE MAE	199,978,333.32			-199,978,333.32
46588	COMM	43851UBS1	H DISC NOTE MAT	Purchase	09/30/2025	02/26/2026	HONEYWELL	36,237,860.78			-36,237,860.78

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	MaturityDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
46582	COMM	5148X0X18	LANDES DISC NOTE	Purchase	09/30/2025	10/01/2025	LANDES	124,985,763.90			**-124,985,763.90**
40626	COMM	3134GWWR3	FEDERAL HOME LN	Redemption	09/30/2025	09/30/2025	FHLMC NOTES		24,500,000.00		**24,500,000.00**
46575	COMM	5148X0WW1	LANDES DISC NOTE	Redemption	09/30/2025	09/30/2025	LANDES		125,000,000.00		**125,000,000.00**
46576	COMM	16536HWW7	CHES DISC NOTE	Redemption	09/30/2025	09/30/2025	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
46577	COMM	63873JWW6	NATXNY DISC NOTE	Redemption	09/30/2025	09/30/2025	NATIXIS NY		50,000,000.00		**50,000,000.00**
46578	COMM	313589MJ9	FNDN DISC NOTE	Redemption	09/30/2025	09/30/2025	FANNIE MAE		200,000,000.00		**200,000,000.00**
46579	COMM	313385MJ2	FHDN DISC NOTE	Redemption	09/30/2025	09/30/2025	FHLB DISCOUNT		250,000,000.00		**250,000,000.00**
46580	COMM	313385MJ2	FHDN DISC NOTE	Redemption	09/30/2025	09/30/2025	FHLB DISCOUNT		90,000,000.00		**90,000,000.00**
46581	COMM	313385MJ2	FHDN DISC NOTE	Redemption	09/30/2025	09/30/2025	FHLB DISCOUNT		50,000,000.00		**50,000,000.00**
40626	COMM	3134GWWR3	FEDERAL HOME LN	Interest	09/30/2025	09/30/2025	FHLMC NOTES			63,700.00	**63,700.00**
41031	COMM	3130ALMM3	FEDERAL HOME	Interest	09/30/2025	03/30/2026	FHLB NOTES			46,000.00	**46,000.00**
41816	COMM	912828YG9	UNITED STATES	Interest	09/30/2025	09/30/2026	U.S. TREASURY			162,500.00	**162,500.00**
		Totals for 09/30/2025						**674,308,601.32**	**864,500,000.00**	**272,200.00**	**190,463,598.68**
		Grand Total						**57,837,314,272.**	**60,521,909,822.**	**81,504,241.36**	**2,766,099,791.1**

12.8

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 18, 2025

Subject: **Approve/Ratify Notices of Employment and Changes of Status/December 18, 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:

Recommend Approval

12.8
Agenda Placement

Meeting: December 18, 2025
Regular Board Meeting

Sandra Garcia, Interim 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
December 18, 2025

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hires:

1.	Hernandez, Arely	K/Adelante Academy II	11/20/2025

II. Contracts:

1.	Agregado, Nelson	Band Festival Adjudicator/Academic Services Dept.	02/13/2026-06/30/2026
2.	Kambeitz, Gus	Band Festival Adjudicator/Academic Services Dept.	03/02/2026-06/30/2026
3.	Sapitola, Bernard	Jazz Band Instructor/Academic Services Dept.	12/19/2025-06/30/2026

III. Short-Term Student Counselor Services Agreement:

1.	Kurosaki, Mugita	12/19/2025-06/30/2026
2.	Leonardo, Janice	12/19/2025-06/30/2026

IV. Substitute Residential Teacher Contracts:

1.	Bautista , Angelica	11/21/2025-12/19/2025
2.	Cerna Anaya, Estefani	11/21/2025-12/19/2025
3.	Chavez, Israel	11/21/2025-12/19/2025
4.	Faines, Anna Lynn	11/21/2025-12/19/2025
5.	Fenstermaker, Andrew	11/21/2025-12/19/2025
6.	Fuentes, Jhonny	11/21/2025-12/19/2025
7.	Hernandez, Karina	11/21/2025-12/19/2025
8.	Johnstone, Emily	11/21/2025-12/19/2025
9.	Kaung , Akar	11/21/2025-12/19/2025
10.	Landin, Tanya	11/21/2025-12/19/2025
11.	Lira , Rosalba	11/21/2025-12/19/2025
12.	Lopez Garcia, Maria	11/21/2025-12/19/2025
13.	Morquecho, Leticia	11/21/2025-12/19/2025
14.	Perez, Irving	11/21/2025-12/19/2025
15.	Ramirez, Leticia	11/21/2025-12/19/2025
16.	Rodriguez S., Alexis	11/21/2025-12/19/2025
17.	Saavedra , Noe	11/21/2025-12/19/2025

CERTIFICATED CHANGES OF STATUS:

V. Initial Variable Term Credential Waiver:

1.	Bisbee, Emeric	Administrative Services Credential Program	08/01/2025
2.	Chan, Sarah	SLP Program	08/18/2025

VI. Personal Leave of Absence:

1.	Huang, Ke	SDC-Russo/ McEntee Academy	04/20/2026-06/05/2026

CLASSIFIED PERSONNEL – December 18, 2025

CLASSIFIED OFFERS OF EMPLOYMENT:

I. New Employee:

1.	Arroyo Lopez, Luis Alberto	Maintenance Worker III/Facilities	12/08/2025
2.	Cortes, Claudia Esmeralda	Bus Monitor/Transportation	12/01/2025
3.	DeLuna, Marie Marjorie Esposo	Child Nutrition Assistant I/Aptitud	11/17/2025
4.	Factor, Jho Mar Agustin	Paraeducator Special Education II/Aptitud	12/08/2025
5.	Hernandez Lopez, Maria Del Rosario	Paraeducator 9.5mo/Adelante I	12/03/2025

II. Rehire:

1.	Atilano Alva, Teresa	Night Custodian II – Middle/Linda Vista	12/03/2025

III. Retirement:

1.	Miranda, Elmer P	Head Custodian I – Elementary/Russo-McEntee	12/31/2025

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

12.9

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: December 18, 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 December 18, 2025.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: General and Restricted

Recommended Action: It is the recommendation of the Interim 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: December 18, 2025
Regular Board Meeting

Recommend Approval

12.9
Agenda Placement

Sandra Garcia, Interim 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
Russo McEntee Academy Emeric Bisbee	01/13/2026- 06/30/2026	Santa Cruz County Office of Education - Outdoor Science School Program	$16,655	Santa Cruz County Office of Education will provide a three-night, four-day program of outdoor science and conservation education including meals and lodging for 35 students and two staff from Russo/McEntee Academy at Koinonia Conference Grounds in Watsonville, California. Funding: Restricted
Special Education Anthony Colonna	11/12/2025- 06/30/2026	Spectrum Center	$47,520	Spectrum is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. Due to the severity of their disability, a nonpublic school placement is required. Funding: Restricted
Social Emotional Learning Kristin Burt	01/05/2026- 06/30/2028	Santa Clara County Office of Education-Innovations Collaborative	Master Not to exceed $45,000	Santa Clara County Office of Education will provide school sites with access to high-quality training and support which will allow sites to request individualized services such as professional learning, observations, coaching, technical assistance, and communities of practice to strengthen. Funding: General or Restricted

MEMORANDUM(S) OF UNDERSTANDING

Social Emotional Learning Kristin Burt	12/19/2025- 06/30/2030	Loyola Marymount University, Los Angeles-Counseling Program	No Cost	Loyola Marymount University will provide counseling experience pertaining to a Practicum/Traineeship Program for students in counseling where they will obtain fieldwork experience under supervision by credentialed practitioners. Funding: General
Early Learning Dr. Dianna J. Ballesteros	07/01/2025- 06/30/2027	Santa Clara County Office of Education	No Cost	This Memorandum of Understanding is for the Alum Rock Union Elementary School District participation in the California State Preschool Program (CSPP) Quality Rating and Improvement System (ARIS) Block Grant. The CSPP QRIS Block Grant can provide training and technical assistance (T & TA) support to help programs improve their quality and tier rating. The CSPP QRIS Block Grant is supported annually in state education funds for the support of local early learning for success in school and life. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

Russo/McEntee Academy (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 County Outdoor Science School

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

Phone: 831 466-5600 Email: hmolloy@santacruzcoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates Jan. 13th, 2026 end date Jan. 16th, 2026

CONTRACTOR'S OBLIGATION:

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

A three night, four day program of outdoor science and conservation education including meals and lodging for 35 students and two staff from Russo/McEntee Academy at Koinonia Conference Grounds in Watsonville, California.

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

X a. **Fee Rate:** $465.00 per student Not to Exceed $16,655 of services.

X b. **Other:** $190 per teacher

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
060	9010	0	~~5808~~	00	1110	1000	000000	320	2320	$16,655	11/13/25
			5815								11/13/25

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 11/10/25

Director of Fiscal Services: _____ Date: 11/17/25

Asst. Supt., of Business Services: _____ Date: 11/14/25

Superintendent: _____ Date: _____

SANTA CRUZ COUNTY OFFICE OF EDUCATION
Dr. Faris Sabbah, Superintendent
400 Encinal St. Santa Cruz, CA 95060

AGREEMENT

SANTA CRUZ COUNTY OUTDOOR SCIENCE SCHOOL

This agreement is entered into this **14th** day of **August** by and between the office of Santa Cruz County Superintendent of Schools, hereafter called "Superintendent" and **Alum Rock Union School District** in **Santa Clara County**, hereinafter called "District."

WHEREAS, sections 1700 *et seq*., 8760 *et seq*. of the Education Code of the State of California authorizes the County Superintendent of Schools to contract with school districts to provide programs and classes in outdoor science and conservation education to pupils in the school district; and

WHEREAS, said Education Codes further authorize school districts to participate in such program provided under contract with the County Superintendent of Schools upon payment by the school district of the actual cost of providing such programs or classes;

NOW, THEREFORE, pursuant to such authority and in consideration of the mutual premises herein contained, the parties hereto agree as follow:

1. Superintendent agrees to conduct a program of outdoor science and conservation education during the school year **2025-2026** ("Outdoor Science School").

2. a. District agrees to participate with a minimum of 80 students of its fifth or sixth grade classes in said program during the Fall and/or Spring of the **2025-2026** school year and further agrees to pay the amount due according to the attached Fee Schedule. Payment is expected within 30 days of participation unless a prior written arrangement has been made. A Purchase Order number, or other appropriate authorization from the District, is to be attached to the signed acceptance form.

   b. District agrees to have at least one ***District-certificated teacher*** per thirty (35) students in attendance at the Outdoor Science School.

   c. If a student is unable to complete the program in which s/he is participating after arrival at the Outdoor Science School for any reason other than injury, illness, or family emergency, his/her absence shall not reduce the fee.

3. The District recognizes this activity is a school sponsored field trip and as such, agrees to provide transportation to and from the Outdoor Science School for all students, teachers and other personnel from the District, including accepting responsibility for transportation of students needing medical treatment due to injury and students who have been suspended from the Outdoor Science School program for infraction of the Outdoor Science School Program Rules, attached hereto.

4. The District agrees to share responsibility for the recruiting of the volunteer high school students that aid in the supervision of the visiting students. If the District recruits individuals 18 or older, the District shall submit an affidavit confirming a current Live Scan Fingerprint clearance 30 days in advance of participation for said adult volunteer.

5. The District shall give Superintendent at least thirty (30) days written notice if, for any reason, the guaranteed number of students will not attend. If, for any reason, more than 10% of the guaranteed number of students do not attend as agreed, and the written notification requirement, as indicated above, has not been met, the District will be held liable and will be billed for those program costs for

Doc ID: [illegible]

each non-attending student. If the District does follow the written notification requirement, the District will not be responsible for fulfilling the guaranteed number of students.

6. If Superintendent is delayed or hindered in or prevented from the performance of any service under this Agreement because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, pandemic, or other reason beyond the reasonable control of the Superintendent ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period.

7. District agrees that students and adult personnel will adhere to the Outdoor Science School Program Rules. If an infraction occurs, the Superintendent, in his/her sole discretion, reserves the right to exclude offender from the program and District will be billed for such offender if it is a student.

8. Each party shall protect, defend, indemnify, and hold the other party and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the indemnifying party's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with the indemnifying party's acts or omissions in the performance of its obligations under this Agreement, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that the indemnifying party's duty to indemnify and hold harmless shall not include any claims or liability arising from the gross negligence, recklessness, or intentional misconduct of the other party and its elected officials, officers, employees, representatives, and agents.

9. During the entire term of this Agreement, any extension thereof, District shall maintain in effect a policy or policies of comprehensive general liability insurance providing a minimum combined single limit coverage of $1,000,000 per occurrence and $2,000,000 aggregate for the defense of lawsuits and the payment of damages arising from bodily injury, sickness, or disease, and death to any persons, and property loss, damage, and destruction, for each accident or occurrence. Each said comprehensive or commercial general liability insurance policy shall name the Santa Cruz County Office of Education and the Santa Cruz County Superintendent of Schools as additional insured for all liability arising out of the operations by or on behalf of the name insured in the performance of this Agreement. Documentation of insurance shall be provided to the Superintendent prior to the implementation of any services under this Agreement.

10. It is understood and agreed to by the parties hereto that Superintendent will exercise general supervision of the Outdoor Science School program and both parties will be responsible for providing sufficient personnel to ensure adequate supervision.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date above written



Santa Cruz Superintendent of Schools (or Designee)

School District: Alum Rock Union

Signature

Title

Date

Attachments: Statement of Policy, Attendance Dates, Tuition Schedule

Doc ID: e8509cfbf90883120f5ba854b0b176e25d50b0f5

SANTA CRUZ
COUNTY OFFICE OF
EDUCATION
DR. FARIS SABBAH · SUPERINTENDENT OF SCHOOLS

BOARD OF EDUCATION
Mr. Ed Acosta
Ms. Alyssa Alto
Ms. Sandra Nichols
Ms. Sue Roth
Mr. Abel Sanchez
Mr. Bruce Van Allen

400 Encinal Street, Santa Cruz, CA 95060 • Tel (831) 466-5600 • Fax (831) 466-5607 • www.santacruzcoe.org

October 20th, 2025

Addendum to the Agreement between Alum Rock Union Elementary School District and the Santa Cruz County Office of Education.

Scope of Work for Alum Rock Union Elementary School District 5th grade students to participate in the Santa Cruz County Outdoor Science School Program:

McCollam Elementary (54 students and 2 staff) and Russo McEntee (35 students and 2 staff) will participate in the Santa Cruz County Outdoor Science School program in the 2025-2026 school year. Participants will spend four days and three nights at the science school. Students will build on their scientific understanding of the natural environment through experiential education with activities such as hikes, science investigations, and nature journaling led by instructors. Students will sleep in cabins with bunk beds. The outdoor science school will serve hot meals, family style, in the dining hall (three dinners, three breakfasts and two lunches) and a snack in the afternoons. Cost for the 4day/3night program is $465.00 per student and $190.00 per teacher.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Exhibit B

TUBERCULOSIS CLEARANCE

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

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

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

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

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

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

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

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

[ ] **To be completed by authorized District employee only.**

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

Date: _____

District Representative's Name and Title: _____

Signature: _____

OR

Must be completed by Contractor's authorized representative.

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

Date: 10/21/2025

Name of Contractor or Company: Santa Cruz County Office of Education

Signature: _____

Print Name and Title: Liann Reyes, Deputy Superintendent

Doc ID: 26e7403546daabb9467846e1528e12820e1554

Exhibit C

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

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

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

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

Date: _____

District Representative's Name and Title: _____

Signature: _____

OR

Must be completed by Contractor's authorized representative.

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

Date: ~~10/21/2025~~

Name of Contractor or Company: ~~Santa Cruz County Office of Education~~

Signature: _____

Print Name and Title: Liann Reyes, Deputy Superintendent

Doc ID: 26a7402546daabb0467846a1528a12830a4554

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Notice of Policy on Business Gifts and Conflicts of Interest

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

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

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

Received and agreed to on behalf of vendor by:

Signature: _____ Printed Name: Liann Reyes

Title: Deputy Superintendent Date: 10/21/2025

Vendor Name: Santa Cruz County Office of Education

Vendor Address: 400 Encinal St. Santa Cruz, CA 955060

Doc ID: 26a7402546daabb0467846a1528a12820a4554

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

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

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

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: Spectrum San Jose

Address: 16330 San Pablo Ave City: San Pablo State: CA Zip: 94806

Phone: (408) 281-2435 Email: contracts@spectrumschools.com

SSN: _____ Fed I.D. #: 20-1477571

CONTRACT TERM: start dates November 12, 2025 end date June 30, 2026

CONTRACTOR'S OBLIGATION:

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

Spectrum is a certified, highly specialized non public school (NPS) that provides individualized instruction and behavior support services to autistic or behaviorally disordered students. Due to the severity of their disability, a NPS is required.

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

X a. **Fee Rate:** $339.00 per day Not to Exceed 132/days of services.

X b. **Other:** $2,772 + $44,748 = $47,520

Describe other related costs: speech therapy

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	6500	0	5100	00	5750	1180	000000	380	1820	$47,520	11/18/25

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 11/17/25

Director of Fiscal Services: _____ Date: 11/18/25

Asst. Supt., of Business Services: _____ Date: 11/18/25

Superintendent: _____ Date: _____

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

This agreement is effective on 11/12/2025 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on 06/30/2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	CA-Alum Rock Union Elementary School District			**Nonpublic School/ Agency**	Spectrum San Jose
Address	2930 Gay Avenue			**Address**	16330 San Pablo Ave
City, State Zip	San Jose, CA 95127			**City, State Zip**	San Pablo, CA 94806
LEA Case Manager				**Phone**	**Fax**
				Email	contracts@spectrumschools.com
Student Last Name	Andro	**Student First Name**	Leon	**Program Contract Name**	
				Phone	**Fax**
D.O.B	12/11/2012	**ID #**		**Email**	
Grade	**Level**	**Level**	(x) M ( ) F	**Education Schedule - Regular School Year**	
Parent/ Guardian Last Name		**Parent/ Guardian First Name**		**Number of Days** 132	**Number of Weeks**
				Education Schedule - Extended School Year	
				Number of Days	**Number of Weeks**
Address				**Contract Begins** 11/12/2025	**Ends** 06/30/2026
City, State Zip				**Master Contract Approved by the Governing Board on**	
Home Phone		**Business**			

DESIGNATED INSTRUCTION AND SERVICES/ RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Session per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
Basic Education Program		X			$339.00 per Unit	5 days/week	132 units		$44,748.00
RELATED SERVICES									
Speech Therapy-Individual		X			$198.00 per Hour	30 mins/week	14 hrs		$2,772.00
						TOTAL COST			**$47,520.00**

STUDENT NAME: Leon Andro (220176) **DATE OF IEP:** _____

ESTIMATED MAXIMUM RELATED SERVICES COST $ $2,772.00

SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ $47,520.00

4. Other Provisions/Attachments:

_____

_____

5. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify) _____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

_____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

- CONTRACTOR -	- DISTRICT -
Spectrum San Jose	CA-Alum Rock Union Elementary School District
(Name of Nonpublic School/Agency)	(Name of School District)
Alison Fisher 11/13/2025	
(Signature) (Date)	(Signature) (Date)
Alison Fisher	
(Name and Title)	(Name of Superintendent or Authorized Designee)

Spectrum Center Inc.
5201 Virginia Way Suite 100
Brentwood, TN 37027

PAYMENT PROVISION / RATE SCHEDULE 2025-2026

7/1/2025 - 6/30/2026
Contract Period

Santa Clara COE

Rate Schedule – Positive Attendance

Education service(s) offered by Spectrum Center, and the charges for such service(s) during this term, shall be as follows:

Student Services		**Daily**	**Billable**
BASIC EDUCATION PROGRAM - Daily Tuition	$	339.00	Per Day
Absences paid: 8 per semester, up to 3 unexcused			210 Days
Related Services			
1:1 Aide Classroom	$	236.00	Per Day (6 Hours)
Adaptive Physical Education-Individual & Consult	$	144.00	Per Hour
Adaptive Physical Education-Group	$	106.00	Per Hour
Language/Speech Therapy-Individual & Consult*	$	198.00	Per Hour
Language/Speech Therapy-Group*	$	106.00	Per Hour
Occupational Therapy-Individual & Consult	$	188.00	Per Hour
Occupational Therapy-Group	$	144.00	Per Hour
Counseling-Individual	$	191.00	Per Hour
Counseling-Group	$	149.00	Per Hour
Meals	$	13.00	Per Day
Behavioral Intervention Implementation		32.00	Per Hour
Behavioral Intervention Design		83.00	Per Hour
Behavior Intervention Services		32.00	Per Hour
Workability		$100	Per Hour

**Career Awareness, College Awareness, Vocational assessment, counseling, guidance, and career assessment, Job Coaching, Travel Training, Other Transition Service

Transportation *District shall pay third party costs plus 15.5% admin fee*			
1:1 Aide Transportation	$	79.00	Per Day (2 Hours)
Zone 1 (0-14 miles round trip)	$	70.00	Per Day
Zone 2 (15-19 miles round trip)	$	94.00	Per Day
Zone 3 (20-30 miles round trip)	$	103.00	Per Day
Zone 4 (31+ miles round trip)	$	165.00	Per Day

Approved by:

Kyle Farris, SVP Operations
Spectrum Schools and Programs

For questions:
ISAs & Master Contracts: contracts@spectrumschools.com
Billing Department: accountsreceivable@spectrumschools.com

Thank you for your continued partnership.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 10547

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

[X] **MOU** (negotiated Agreement)
[ ] Exhibit B & C (Fingerprinting and TB Test)

[ ] **MASTER CONTRACT PARTICIPATION**
[ ] Scope of Work/Proposal

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

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

Phone: (408) 453-6554 Email: slopez@sccoe.org

SSN: _____ Fed I.D. #: 77-0272168

CONTRACT TERM: start dates January 5, 2026 end date June 30, 2028

CONTRACTOR'S OBLIGATION:

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

Santa Clara County Office of Education will provide school sites with access to high-quality training and support which will allow sites to request individualized services such as professional learning, observations, coaching, technical assistance, and communities of practice to strengthen evidence-based and competency-based practices.

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:** $MASTER

Describe other related costs: Not to exceed $45,000.00 over the duration of the agreement

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	000070	061	7221	$0.00	M.D 12/10/25

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 12-8-25

Director of Fiscal Services: _____ Date: 12/10/25

Asst. Supt., of Business Services: _____ Date: 12/10/25

Superintendent: _____ Date: _____

Rev. 05/24

PUR – 123

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Alum Rock Unified 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 Unified 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 Innovations Collaborative Professional Learning Opportunities, Coaching & Technical Support services over the next few years.

2. Goals

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

The Mission of the Santa Clara County Office of Education – Innovations Collaborative is to build a culture that promotes equity, inclusion and belonging and to value every student by strengthening, sustaining, and ensuring inclusive practices. We believe that every individual regardless of abilities and disabilities has the right to equitable access to quality inclusive learning and community environments. Our Professional Learning Opportunities, Coaching & Technical Assistance Program will utilize the most effective available practices to improve the learning and behavior of students with or without disabilities within inclusive general education environments. These services will be offered to our partner agencies virtually, in-person, and/or through a hybrid learning model.

3. Responsibilities

3.1. The Agency Responsibilities:

Alum Rock Unified School District to advise the SCCOE, Innovations Collaborative of their specific needs at least 3 weeks in advance to ensure appropriate staff are available. If registration tracking or flyer creation is needed, **Alum Rock Unified School District** will notify the SCCOE, Innovations Collaborative with at least 2 weeks advance notice.

3.2. The SCCOE Responsibilities:

SCCOE, Innovations Collaborative will provide services based on guidance of this agreement.

3.3. Shared Responsibilities:

SCCOE, Innovations Collaborative and **Alum Rock Unified School District** will finalize the dates & number of participants for services with at least 3 weeks' notice ahead of the requested service date. Time (start & end) and Location (address) will be coordinated by the SCCOE and Agency in advance of each service date(s).

3.4. Delivery of Services and Use of Resources:

Following the SCCOE services, we reserve the right to request an impact story. It is vital for ongoing improvement to hear from our partners how the services provided by the Innovations Collaborative have impacted their site. (i.e. How has the professional development and/or coaching improved child outcomes? Have policies changed? Has your budget been impacted?

For schools/districts, the SCCOE has the right to request data in order to measure our impact. Examples of data include: CA Dashboard Measures, Least Restrictive Environment (Indicator 5/6) and English Learner Reclassification Rates.

4. Duration of Agreement

This Agreement begins on January 5, 2026 and ends on June 30, 2028.

5. Articulation of Monies/Compensation

5.1. **Alum Rock Unified School District** will pay up to **$45,000.00** (not to exceed) to the SCCOE, Innovations Collaborative over the duration of the agreement. The FY2025-2026 rates for service are as follows:

5.1.1. Trainings: $4,500 full day, $2,250 half day, customizable upon request (i.e. large groups, specific time availability, etc.)

5.1.2. Observation, Coaching & Technical Assistance: $160/hour

5.1.3. IEP Review & Technical Assistance: $350/hour

5.1.4. Video Recording provided with advance notice at $350 for 6 month period

5.1.5. Resource Materials: Costs Varies, will identify on quote

5.2. Invoices for completed services will be issued quarterly by the SCCOE, Innovations Collaborative. Special requests for a change to the invoice timing will be evaluated on an as needed basis. Monies will be due upon receipt of invoice.

5.3. Proposed Expenditures: Please refer to the attached approved quote for the first set of services to be provided. Future quotes will be provided as more services are requested by the Agency. The services outlined have been reviewed and formally approved by **Alum Rock Unified School District**.

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

☐ Yes, Data Sharing agreement/form attached

☒ No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon 2 week advance written notice to the other Party.

8. Other Terms

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

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

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

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

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

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

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

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

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

11. Electronic Signatures/ Signatures

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

Santa Clara County Office of Education

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Deborah Gorgulho, Ed.D.

Title: Assistant Superintendent – Instruction, Leadership and Innovation

Date: _____

Address: 1290 Ridder Park Drive
San Jose, CA 95131

Phone: 408-453-6645

Email: dgorgulho@sccoe.org

Alum Rock Unified School District:

By: _____
Signature of Authorized Agency Official

Name: Sandra Garcia

Title: Interim Superintendent

Date: _____

Address: 2930 Gay Avenue
San Jose, CA 95127

Phone: 408-928-6822

Email: Sandra.garcia@arusd.org

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

QUOTE

INNOVATIONS COLLABORATIVE

CREATED BY Sandya Lopez
DATE 15 Nov 2025

INNOVATIONS COLLABORATIVE
1290 Ridder Park Dr. MC 227
San Jose, CA 95131

TO:

Alum Rock Unified School District

Jannet Galicia
jannet.galicia@arusd.org

Name	Type of Service	Bank of Hours (Coaching/TA Only)	Cost of Service	Materials Budget	Travel Cost	Mileage Cost
Sensory needs/Self-regulation/Calming corners Part 1	Custom PD		$750	$300		
Sensory needs/Self-regulation/Calming corners Part 2	Custom PD		$750			
Sensory needs/Self-regulation/Calming corners Part 3	Custom PD		$750			
			TOTAL	**$2,550**		

NOTES/INFORMATION:
The materials budget listed is a not-to-exceed estimate. Final invoices will reflect only the actual cost of materials used for the requested service(s).
Part of multi year blanket type MOU.

Docusign Envelope ID: 45426A2C-85CC-4B0B-B426-F15367C84545

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 020641

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

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

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

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

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

Name of Individual/Company: Loyola Marymount University

Address: 1 LMU Drive, Suite UH 2100 City: Los Angeles State: CA Zip: 90045

Phone: (310) 338-1768 Email: erika.espinoza-paredes@lmu.edu

SSN: _____ Fed I.D. #: 95-1643334

CONTRACT TERM: start dates December 19, 2025 end date June 30, 2030

CONTRACTOR'S OBLIGATION:

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

Loyola Marymount University will provide counseling experience pertaining to a Practicum/Traineeship Program for students in counseling where they will obtain fieldwork experience under supervision by credentialed practitioners.

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 Initial INITIALS
010	0000	0	5815	00	1110	1000	000070	061	7221	$0.00	CS

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Signed by: Kristin Burt 22781F977046439... Date: 10/23/2025

Director of Fiscal Services: Signed by: Michael Fazel 1BB096312C894D8... Date: 10/24/2025

Asst. Supt., of Business Services: Signed by: Teresa Dreolles 6D1F8078C2524DD... Date: 10/24/2025

Superintendent: _____ Date: _____

MEMORANDUM OF UNDERSTANDING BETWEEN

LOYOLA MARYMOUNT UNIVERSITY, LOS ANGELES- COUNSELING PROGRAM

AND

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

This Memorandum of Understanding, referred to as the "Agreement," is entered into by and between the University, Institution, or Graduate Program referred to as the "Institution," and Alum Rock Union Elementary School District,, referred to as the "Organization."

This agreement pertains to a Practicum/Traineeship Program at the Organization, wherein students in Counseling will obtain fieldwork experience under supervision by credentialed practitioners as part of their counseling training program. Students in this Fieldwork Program may be referred to as "Trainees" or "Interns", as suits their level of training and experience.

WHEREAS, the Institution has counseling training opportunities available in the School of Education program and

WHEREAS, counseling experience is a required and integral component of the Institution's Counseling curriculum; and

WHEREAS, the Institution desires the cooperation of the Organization in the development and implementation of the fieldwork experience phase of its Counseling curriculum; and

WHEREAS, the Organization recognizes its professional opportunity and responsibility to participate in the education of Counseling students; and

WHEREAS, the Organization wishes to join the Institution in development and implementation of counseling experience for Counseling students;

NOW, THEREFORE, in consideration of the mutual agreements set forth therein, the Institution and the Organization enter into this Agreement on the terms and conditions set forth below.

The Institution and the Organization mutually agree:

1. To establish the educational objectives for the counseling experience, devise methods for their implementation and continually evaluate to determine the effectiveness of the counseling experience. Through the counseling experience, the trainee will provide the Institution 200-400 hours of counseling services per academic semester.

2. To make no unlawful distinction among trainees covered by this Agreement on the basis of race, religious creed (including religious dress and grooming practices), color, national origin (including language and language use restrictions), ancestry, disability (mental and physical) including HIV and AIDS, legally protected medical condition (cancer-related

or genetic characteristics), denial of Family and Medical Care Leave, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical condition), gender, gender identity, gender expression, age 40 or over, military or veteran status, sexual orientation, genetic information or any other bases protected by federal (including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990), state or local law. For the purpose of this Agreement, unlawful distinctions on the above-described characteristics include, but are not limited to t he following: unlawfully denying an trainee any service or benefit or availability or a Organization; unlawfully providing any service or benefit to an trainee which is different or is provided in a different matter or at a different time from that provided to other trainees under this Agreement; unlawfully subjecting an trainee to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others in determining whether they satisfy any admission, enrollment, quota, eligibility, membership or any other requirement or condition which individuals must meet in order to be provided any service or benefit.

3. The Institution agrees to select and assign students to the Organization for training. The Organization reserves the right to interview any trainee selected by the Institution prior to accepting that trainee for training. Subject to the foregoing, Trainees selected for assignment shall be assigned to the Organization for a period of time mutually determined in advance by the parties, which may be altered by either party, with consideration given to the counseling staff and space availability.

The Institution agrees:

1 . To designate a Liaison or Director, hereinafter referred to as "Fieldwork and Community Outreach Liaison" to administer the Institution's responsibilities related to the counseling program. Also to designate a Counseling Faculty, hereinafter referred to as " University Supervisor".

2 . To assume responsibility for assuring compliance with the educational standards established by the California Board of Behavioral Sciences, the California Commission on Teacher Credentialing and or any other relevant authority.

3. To establish and maintain ongoing communication between the University Supervisor, and the Training Coordinator or the Site Supervisor of the Organization on items pertinent to Counseling education and counseling supervision. The Fieldwork and Community Outreach Liaison will arrange on-site visits at the Organization when feasible upon request.

4. To coordinate with the Training Coordinator or the Site Supervisor and the Organization, at the time mutually agreed upon, about the trainee assignments, including the name of the students, level of academic preparation, and length and dates of the counseling experiences.

5. To refer to the Organization only those trainees who have satisfactorily completed the prerequisite didactic portion of the curriculum.

6. To direct the assigned trainee to comply with the existing pertinent rules and regulations of the Organization and all reasonable directions given by qualified Organization personnel.

7. Trainees should be in good physical health to complete fieldwork and must be screened for TB. The students will arrange for testing at their expense and provide results to the Organization before commencement of training.

8. To establish in print that the assigned trainee will secure appropriate professional liability insurance either through a certificate of insurance provided by the institution or through purchase of individual professional liability insurance. All trainees will be covered by professional liability insurance, and will bring to the Traineeship Program written evidence of this coverage.

9. To supply the Training Coordinator or the Site Supervisor at the Organization with the appropriate forms to be used in evaluating the performance of the assigned trainee.

10. To have the trainee provide, prior to the commencement of the trainee assignment, any confidential information such as client file or client data/information as may be required by the Organization or deemed necessary for the training and guidance of the trainee.

11. Trainees will be bound by all agency confidentiality policies and procedures, and all applicable Federal, State, and local laws and ordinances concerning the confidentiality of patient and trainee records.

12. The Institution will provide weekly counseling supervision by the University Supervisor during the time the students are in training. Supervision will occur at the Institution.

13. Students will be required to submit to a Live Scan background check at the expense of the Organization and Organization will provide students with a list of locations to receive the Live Scan. All results will be forwarded directly to the Organization for review.

14. On the occasion that the Organization does not provide the trainee forms to obtain consent from parents to provide students counseling and/or recording of sessions, the Institution will provide forms, which have been reviewed by the Institution's legal counsel.

The Organization meets the following criteria:

(a) Lawfully and regularly provides mental health counseling and psychotherapy.

(b) Provides oversight to ensure that the clinical counselor trainee's work at the setting meets the practicum and field study experience and requirements set forth in this document and is within the scope of practice for school counselors.

(c) Is not a private practice.

(d) Experience may be gained by the clinical counselor trainee solely as part of the position for which the counselor trainee volunteers or is employed.

The Organization agrees:

1. To provide the physical facilities and equipment necessary to conduct the counseling experience.

2. To provide the counseling supervisor space within the Organization to supervise, plan and implement the counseling experience.

3. To support the trainee in the visual recording of 5-15 minute video clips of five distinct one to one or group counseling sessions per semester. The Organization and the trainee will determine the type of counseling that will be recorded. The camera may be pointed at the trainee during the entire taping, rendering only an audiotaping of the students/clients.

4. To designate a Training Coordinator or a Site Supervisor who will serve as the official supervisor and will be responsible for organizing and coordinating the supervision of the trainees. The Site Supervisor will be an individual who meets the following criteria:

    (a) has held a valid Pupil Services Credential for a minimum of two years.

    (b) Has received professional training in supervision.

    (c) Has not provided therapeutic services to the counselor trainee or intern.

    (d) Has a current and valid credential that is not under suspension or probation.

    (e) Is not the intern/trainees current employer and there is no conflict of interest in regards to dual relationship.

5. Coordinating includes the planning and implementation of t he counseling experience in addition to reviewing a minimum of two counseling videotaped sessions provided by the trainee.

6. The Site Supervisor will meet with the trainees for at least one scheduled hour per week.

7. To assume responsibility for assuring compliance with the super vision standards and all other requirements for training of trainees in traineeships, or field of placement of any kind as established by the Commission on Teacher Credentialing or other regulatory authority.

8. In addition supervision includes:

    (a) Ensuring that the extent, kind, and quality of counseling performed is consistent with the education, training, and experience of the person being supervised.

    (b) Reviewing client or patient records, monitoring and evaluating assessment, diagnosis, and treatment decisions of the school counselor trainee.

(c) Monitoring and evaluating the ability of the intern or school counselor trainee to provide services to the particular clientele at the site or sites where he or she will be practicing.

(d) Ensuring compliance with laws and regulations governing the practice of school counseling.

(e) That amount of direct observation, or review of audio or videotapes of counseling or therapy, as deemed appropriate by the supervisor.

9. To advise the Institution of any changes in personnel, operation or policies that may affect experiences.

10. To determine the number of trainees, which it can accommodate during a given period.

11. To inform the trainee of t he Organization's requirements for acceptance, i.e., health status, etc.

12.To provide the assigned trainee with a copy of the Organization's existing pertinent rules and regulations with which the trainee is expected to comply.

13.To make available, whenever possible, emergency health care for the assigned trainee. (The trainee will otherwise be responsible for his or her own health care, including maintaining his or her own medical insurance.)

14. To evaluate the performance of the assigned trainee on a regular basis using the evaluation form supplied by the Institution. (The completed evaluation will be forwarded to the Institution in a timely manner prior to the conclusion of the trainee's or trainee's clinical experience, and afterward, if applicable.)

15. To advise the Institution at least by midterm, of any serious deficiency noted in the ability of an assigned trainee to progress toward achievement of the stated objectives of the counseling experience. It will then be the mutual responsibilities of the assigned trainee, the Training Coordinator, Site Supervisor(s) at the site(s), and the University Supervisor to devise a plan by which the trainee may be assisted to achieve the stated objectives.

16. To have the right to terminate any trainee whose health, as permitted by law, or performance, is a detriment to patient well-being or to achievement of stated objectives of the counseling experience after conferring with the University Supervisor and Fieldwork and Community Outreach Liaison.

17. To support continuing education and professional growth and development of those staff who are responsible for trainee supervision.

18. To restrict access by trainees to any patient or client records except in the course of the Fieldwork duties. Trainees will be bound by all Organization confidentiality policies and procedures, and all applicable Federal, State, and local laws and ordinances concerning the confidentiality of patient and trainee/trainee records.

19. To comply with the Federal, State, and local laws and ordinances concerning human subject research if trainees participate in a research program.

Reporting Obligations:

The parties recognize that when an LMU student shares that the LMU student has experienced sexual harassment, sexual or interpersonal misconduct, the University has certain responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The parties agree to the following procedures through which The Organization will transmit reports of sexual or interpersonal misconduct it receives from an LMU student to the University.

The Organization will report immediately or as soon as practicably possible to University all reports of sexual or interpersonal misconduct received by an employee or agent of the Organization asserting that an LMU student experienced sexual harassment, sexual or interpersonal misconduct – regardless of whether the LMU student was an LMU student of record at the time the asserted sexual harassment, sexual or interpersonal misconduct was reported or occurred. The Organization will report the following information as soon as is practicable to the University's Title IX Coordinator at (310) 568-6105 or, if after regular business hours (Monday-Friday, 8:00 am-5:00 pm) to the Department of Public Safety at (310) 338-2893.

Such reports will include:

- the name, telephone number, e-mail address and residence address of the corps member/LMU student who reported that they experienced sexual or interpersonal misconduct;
- the name and contact information, if known, of the individual who allegedly engaged in the sexual or interpersonal misconduct, if known; and
- description of the incident of sexual or interpersonal misconduct, including location, date and time.

Confidentiality of Educational Records

A. Institution Student Records. The Organization understands that the educational records of the Institution students assigned to the Organization are protected by the Family Educational Rights and Privacy Act ("FERPA"), at 20 U.S.C. §1232g. The Parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99. As a result of this Agreement, the Organization is considered to be a school official of the Institution. The Organization agrees to protect the privacy of educational records concerning any Institution student assigned to the Organization under title Agreement, and will not transmit, share or disclose any such records without the student's written consent, except to other school officials of the Institution who have a legitimate education interest in the records.

B. Organization Student Records. Institution shall advise its students assigned to the Program at the Organization that such students shall be subject to the Organization's policies respecting confidentiality of Organization's student information. No Institution employee, Institution

student, representative or agent shall have access to or have the right to review any Organization student record, including, without implied limitation, medical records, except where necessary in the regular course of the Program. The discussion, transmission or narration in any form by Institution students, Institution employees, representatives or agents of any Organization student information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden, except as a necessary part of the Program and not prohibited by law. The Organization shall not grant the Institution's students assigned to the Program at the Organization access to individually identifiable student information unless the student's parent or guardian has first given written consent using a form approved by the Organization that complies with applicable state and federal laws, including FERPA and the Health Insurance Portability and Accountability Act ("HIPAA") and HIPAA implementing regulations at 45 C.F R. § 160.103 ("HIPAA Regulations"). For purposes of this Agreement, Institution students assigned to the Program at the Organization are trainees and shall be considered members of the centers "workforce" as HIPAA and HIPAA Regulations define that term.

Non-Discrimination

The parties acknowledge that all Institution students assigned to the Program at the Organization shall be selected without discrimination on the basis of race, religious creed (including religious dress and grooming practices), color, national origin (including language and language use restrictions), ancestry, disability (mental and physical) including HIV and AIDS, legally protected medical condition (cancer-related or genetic characteristics), denial of Family and Medical Care Leave, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical condition), gender, gender identity, gender expression, age 40 or over, military or veteran status, sexual orientation, genetic information or any other bases protected by federal (including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990), state or local law

Indemnification

A. Institution agrees to indemnify, defend, and hold harmless Organization and its elected and appointed governing board members, effort, agent, and employee, against all claims, demands, damages, costs, expenses of whatever nature, including court cost and reasonable attorney's fee, arising out of or in connection with the performance of this Agreement, or in proportion to the comparative fault of Institution or the Institutions students, officers, employees, agents and/or representatives. The Institution obligation to indemnity shall not be restricted to insurance proceeds, if any, received by the Organization, its elected and appointed governing board members, officers, agents, and employees.

B. The Organization agrees to indemnity, defend, and hold harmless the Institution and its directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of

whatever nature, including court costs and reasonable attorneys' fees, arising out of or resulting from the sole negligent acts or omissions or willful misconduct of the Organization's officers, employees, agents and/or representatives arising out of or in connection with the performance of this Agreement, or in proportion to the comparative fault of the Organization's officers, employees, agents and/or representatives. The Organization's obligation to indemnity shall not be restricted to insurance proceeds, if any, received by the Institution, its affiliates, directors, trustees, officers, agents, and employees.

General Terms and Conditions

1. The parties hereto agree that the Institution's trainees are fulfilling specific requirements for counseling experiences as part of a certificate or degree requirement, and therefore the Institution's trainees are not to be considered employees of either the Institution or the Facility for any purposes, including Worker's Compensation, employee benefit programs, or any other purpose. Trainees will receive no salary, wages, or benefits for the services they provide during this Practicum/Traineeship Program. However, there are some categories of trainees that may be eligible to receive an educational stipend. Receipt of an educational stipend does not imply any type of employment.

2. The Organization's Training Coordinator or Site Supervisor may complete and sign training agreement documents that are submitted by the Institution that specify trainees' or trainees' planned educational/traineeship program details. Completion of these training agreement documents is for informational purposes only. The Memorandum of Understanding between the Institution and the Organization shall be the governing legal document between the parties.

3. The parties hereto shall indemnify and hold each other harmless from any and all claims, losses, damages or injuries to persons or property, and all costs, expenses and attorney's fees incurred in connection therewith, caused by the negligence or intentional acts of the indemnifying party, its agents or employees and arising out of performance of this Agreement.

4. Each Party shall maintain throughout the Term of this Agreement general liability, sexual abuse and molestation liability, Intern liability, automobile liability, workers' compensation, and such other insurance as is necessary to protect against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this Agreement by such Party. All such insurance shall be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by the insured Party of the indemnity provisions set forth in this Agreement, and shall include endorsements naming the other Party as additional insured. Each Party shall upon request provide the other Party a certificate of insurance satisfactory to the requesting Party, which shall include originals of the endorsements that name the other Party as an additional insured. Each Party, at its sole
option, may satisfy all or any portion of the general liability insurance requirement through a program of self-insurance, commercial insurance, or any combination thereof.

5. This Agreement shall be effective for a period of December 19, 2025 through June 30, 2030 when executed by both parties.

6. This Agreement may be revised or modified by written amendment when both parties agree to such amendment.

7. Notice given or required to be given under this Agreement may be given by personal delivery, facsimile, overnight air express or certified United States mail, return receipt requested. Notice shall be deemed to occur either (a) upon actual receipt, if the not ice is by personal delivery facsimile or overnight air express or (b) five (5) business days after mailing, if the notice is by certified United States mail, return receipt requested.

Notice to the Institution shall be scanned and emailed to Erika Espinoza at: SOE.MOU@lmu.edu

In the matter that an original hard copy is requested, the document will be mailed as follows:

School of Education
Attn: Erika Espinoza
Loyola Marymount University
1 LMU Drive, University Hall Suite 2100
Los Angeles, CA 90045
Phone: (310) 338-1768

Notice to the Facility shall be scanned and emailed to: Julieta.Flores@arusd.org

In the matter that an original hard copy is requested, the document will be mailed as follows:

Julieta Flores
Coordinator of School Mental Wellness.
Alum Rock Union School District
1990 Kammerer Ave, San Jose, CA 95116

If either party wishes to terminate this Agreement prior to the end of its normal term, thirty (30) days written notice shall be given to the other party. However, in the case of material breach of this agreement by either party, the Facility and the Institution both have the right to terminate this Memorandum of Understanding immediately.

FOR THE INSTITUTION

10/23/2025

By: _____

Antonio Felix, Associate Dean of Student Services Date

10/24/2025

By: _____

Aimee Uen, Senior Vice President and CFO Date

FOR THE ORGANIZATION

By: _____

Sandra Garcia, Interim Superintendent Date

Page

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

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

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

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

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

Name of Individual/Company: Santa Clara County Office of Education

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

Phone: ( ) Email: ecarmona@sccoe.org

SSN: _____ Fed I.D. #: 77-0272168

CONTRACT TERM: start dates July 1, 2025 end date June 30, 2027

CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)
This Memorandum of Understanding is for the Alum Rock Union Elementary School District (ARUSD) participation in the ~~California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant. The CSPP QRIS~~ Block Grant can provide training and technical assistance (T&TA) support to help programs improve their quality and tier rating. The CSPP QRIS Block Grant is supported annually in state education funds for the support of local early learning ~~QRIS programs that increase the number of low income children in high-quality state preschool programs that prepare them~~ for success in school and life.

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:** $zero 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	0001	1000	000050	065	7221	zero cost	Signed by: Cynthia Sanchez 903A39F14E6B41D... 11/24/2025

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Signed by: Dr. Diatreva Ballesteros DFB029E... Date: 11/24/2025

Director of Fiscal Services: Signed by: Mikael Fogel 1BB0... Date: 11/24/2025

Asst. Supt., of Business Services: Teresa Deelles 6D1F8078C2524DD... Date: 11/24/2025

Superintendent: _____ Date: _____

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Santa Clara County Office of Education

Memorandum of Understanding between Santa Clara County Office of Education and Alum Rock USD

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Alum Rock USD (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 California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant.

Background:

As the lead agency for the CSPP QRIS Block Grant, the Santa Clara County Office of Education (SCCOE) administers CSPP QRIS Site Block Grant awards and/or incentives for CSPP agencies to promote quality improvement in Santa Clara County and San Benito County. Site Block Grants for CSPP sites rated at Tier 4 and Tier 5 help address the additional costs associated with reaching and maintaining high levels of quality. At Tier 3, the CSPP QRIS Block Grant can provide training and technical assistance (T&TA) support to help programs improve their quality and tier rating. The CSPP QRIS Block Grant is supported annually in state education funds for the support of local early learning QRIS programs that increase the number of low-income children in high-quality state preschool programs that prepare them for success in school and life.

2. Goals

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

3. Responsibilities

3.1. The Agency/Site Responsibilities:

To receive a CSPP QRIS Site Block Grant or Incentive, Agency must:

- Submit at a minimum one Quality Improvement Plan (QIP)/s per QRIS site in Hubbe by October 31, 2025.
- Submit an agency-wide Spending Plan for the duration of the MOU using Attachment C – QRIS Agency-wide Spending Plan, by October 31, 2025. Submission format and process will be shared no later than October 1, 2025.
- Submit the Common Data File (CDF) for each participating QRIS site(s) in Hubbe by April 3, 2026.
- Have a completed QRIS rating or be identified to be rated by June 30, 2026.
- Be an operator of a CSPP-funded site(s) enrolled in QRIS and must be currently serving CSPP children. Agency is considered enrolled in QRIS when a QRIS site record is created in Hubbe.
- Coordinate with CLASS Assessor(s)/Contractor(s) on safety protocols, clearances, and/or approvals

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needed for the Assessor to provide the service when a participating QRIS site is due for rating.

Agency will adhere to the following spending and reporting requirements:

- Expend Site Block Grants and/or Incentives on the allowable costs outlined in *CDE's Subrecipient Guidance* for CSPP QRIS Block Grant Site Block Grants and/or Incentives (Attachment A) (released July 2023).
- As a subrecipient of the Incentive or Block Grant, the Agency has an additional 12 months to spend their Incentive or Site Block Grant (June 30, 2027).
    - Example: An Agency would have until June 30, 2027, to spend their 2025-26 Block Grants and/or Incentives allocation.
- Funding may not be saved or accumulated for use in future fiscal years.
- To ensure funds are being expended, the Agency is responsible for reporting expenditures for all Site Block Grant and/or Incentive funds received through the CSPP QRIS Block Grant. An electronic form of the expenditure report (Attachment B) will be available for completion at the close of each semiannual reporting period. For funds received in FY 25-26, the reports will be due as follows:
    - July 1, 2025 – December 31, 2025, due January 16, 2026
    - January 1, 2026 – June 30, 2026, due July 17, 2026
    - July 1, 2026 – December 31, 2026, due January 15, 2027
    - January 1, 2027 – June 30, 2027, due July 16, 2027
- If by January 15, 2027, Agency has more than 50% unspent, Agency will be required to meet with SCCOE's fiscal team to establish a plan for expending the remaining funds by June 30, 2027.
- Funds not expended by June 30, 2027, will be collected via invoice by SCCOE for return to the California Department of Education, Early Education Division.
- Agency agrees that data from the QRIS SCCOE Hubbe (operated by Hubbe, Inc.) may be shared with the state, and/or its designee for evaluation and reporting purposes and for accountability of public funds.
- Agency agrees to maintain active CSPP site-session data in MyTeachStone.

3.2. The SCCOE Responsibilities:

- Provide technical assistance (TA) as needed through QIP Community of Practice (CoP).
- Coordinate support for the QRIS and CSPP QRIS Block Grants with Quality Counts California (QCC).
- Determine Agency's Block Grant and/or Incentive eligibility and amount based on data collected through the Common Data File (CDF) and Site-Session information collected by SCCOE
- Communicate to the Agency the CSPP QRIS Site Block Grant and/or Incentive final amounts based on the number of CSPP classrooms (part-day/full-day sessions) via an award letter on or about October 31, 2025.
- Communicate updated allowable and non-allowable costs shared by the California Department of Education (CDE).
- Until further guidance is provided by CDE, SCCOE's contracted CLASS Observer will input CLASS Observation data in MyTeachStone.

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4. Duration of Agreement

This Agreement begins on July 1, 2025, and ends on June 30, 2027.

5. Articulation of Monies/Compensation

SCCOE will process CSPP QRIS Site Block Grant and Incentive payments in one lump sum between December 2025 and January 2026. SCCOE will pay Agency a not-to-exceed amount of $14,149.

This Agreement is subject to the appropriation of adequate funding by the SCCOE for the services outlined herein. In the event that funding is reduced or withdrawn by the California Department of Education (CDE) for said services, the SCCOE reserves the right to either terminate this Agreement without incurring liability or propose an amendment reflecting the adjusted amount.

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 five days in advance written notice to the other Party.

8. Other Terms

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

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

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

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

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

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

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

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

The SCCOE Childcare Planning & Support Department will contact Agency before services are to be provided by the CLASS Assessor(s)/Contractor(s) at any Agency sites and: (1) notify the Agency that CLASS Assessor(s)/Contractor(s) are a private entity; (2) request approval from the Agency for CLASS Assessor(s)/Contractor(s) to provide services; and (3) request Agency to have staff present to provide adequate supervision of CLASS Assessor(s)/Contractor(s). The Agency is solely responsible to determine what clearances and/or approvals are needed for CLASS Assessor(s)/Contractor(s) to provide services. The Agency has sole discretion to approve or not approve CLASS Assessor(s)/Contractor(s) to provide services. CLASS Assessor(s)/Contractor(s) will comply with all protocols necessary to be approved to provide services at Agency sites. At Agency sites, CLASS Assessor(s)/Contractor(s) 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 the CLASS Assessor(s)/Contractor(s) arising out of the activities and services under the Agreement.

The safety protocols and responsibilities will be enforced during any and all services provided under this Agreement.

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: Signed by: [signature] Signature of Authorized SCCOE Official

Name: Dr. David Toston Sr.

Title: County Superintendent of Schools

Date: 10/21/2025 | 5:02 PM PDT

Address: 1290 Ridder Park Drive MC 201
San Jose, CA 95131

Phone: 408-453-6511

Email: DToston@sccoe.org

Alum Rock USD:

By: _____
Signature of Authorized Agency Official

Name: Sandra Garcia

Title: Interim Superintendent

Date: _____

Address: 2930 Gay Avenue
San Jose, Ca 95127

Phone: _____

Email: _____

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

12.10

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 18, 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 and Restricted

Recommended Action: It is the recommendation of the Interim 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:

Recommend Approval

12.10
Agenda Placement

Meeting: December 18, 2025
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled:_____

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
		660 Sinclair Drive, San Jose		
M.O.T. Eric Wasinger	09/08/2025- 06/30/2026	Belfor Property Restoration	$2,663.50	Belfor Property Restoration performed materials testing for asbestos and lead located at 660 Sinclair Drive, San Jose. Funding: General
M.O.T. Eric Wasinger	09/08/2025- 10/31/2025	Bosco Construction Services	$17,378.00	Bosco installed fencing to secure the fire-damaged building located at 660 Sinclair Drive, San Jose. Funding: General
M.O.T. Eric Wasinger	09/04/2025- 12/31/2025	City of San Jose Fire Department	$367.20	City of San Jose Fire Department provided fire safety general inspection at Alum Rock Union School District 660 Sinclair Dr., San Jose. Funding: General
M.O.T. Eric Wasinger	09/08/2025- 10/30/2025	Furman Construction Inspection	$12,025.00	The inspector of Record (IOR) oversaw and documented all demolition activities and ensured the work complied with structural engineer recommendations, and maintained records of site conditions and progress for the building located at 660 Sinclair Drive, San Jose. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Ryan STEAM Academy Clarissa Johnston-Abril	01/07/2026-06/30/2026	Social and Environmental Entrepreneurs	$800.00	The Julia Robinson Mathematics Festival (JRMF), a project of Social and Environmental Entrepreneurs, will host a math festival for Ryan STEAM Academy on January 7, 2026 from 5-7pm. JRMF will provide all of the math activity supplies, lead a one hour volunteer training before the event, and set up and clean up for the event. Funding: Restricted
San Antonio/L.U.C.H.A Iris Charest	01/16/2026-06/30/2026	Soul Shoppe Programs	$6,000.00	Soul Shoppe Programs will provide LUCHA and San Antonio with a Peacemaker Trainer Certification program that equips students with restorative practices to resolve peer conflicts, express feelings and needs, and model compassion and empathy through three on-campus training sessions. Funding: Restricted
Academic Services Dr. Tara Bickford-Williams	12/19/2025-06/30/2026	Literacy Resources LLC. DBA: Heggerty	$22,000.00	Heggerty Literacy Resources, LLC, will provide professional development to TK-2nd grade teachers at Ryan and Hubbard Elementary. This scope of work includes on-site lesson observations and modeling sessions to help teachers effectively implement the Heggerty curriculum and adapt instruction to meet diverse student needs. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Academic Services Dr. Tara Bickford-Williams	12/19/2025- 06/30/2026	Resource Area For Teaching (RAFT)	No Cost	RAFT will provide grant-funded support for Alum Rock's STEAM learning initiatives during the 2025-2026 school year, which includes up to 10 Maker Mobile visits to school sites and support for up to two district community events at a total cost of $0 to the District. Funding: Restricted
Academic Services Dr. Tara Bickford-Williams	01/05/2026- 06/30/2026	V-Tach Medical Services	Master $80 per hour/$120 per hour after	V-Tach Medical Services will supply on-field emergency medical services during ARUSD sport tournaments. Funding: General
M.O.T Eric Wasinger	09/08/2025- 06/30/2026	Belfor Property Restoration	$36,625.00	Belfor Property Restoration provides services to remove and replace rotten floors and two walls that had been rotten for over five years due to a leaking hot water heater in the Boys and Girls Bathroom adjacent to the Track and Field at Sheppard Middle School. They will replace the water heater and replace all walls and floors and floors to new condition. Funding: Restricted
M.O.T Eric Wasinger	12/19/2025- 06/30/2026	C.B.Tint, Inc.	$7,789.53	C.B. Tint will install window tinted at Ocala DCP Building and at Alum Rock Union School District, Building 1000. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Social Emotional Learning Kristin Burt	12/19/2025- 06/30/2027	The Town Project	$16,400.00	The Town Project will provide professional development, restorative justice training, coaching, and related consulting services to support the District's ongoing effort to cultivate inclusive, trauma-informed, and restorative school communities. Funding: Restricted
Student Support Services Dr. Kiela Jimenez	04/06/2026- 06/30/2026	Children's Musical Theater San Jose (CMT)	$10,000.00	CMT will provide services to 40 ARUSD students from TK-5th grade, during the Spring Break Intersession. Students will engage in a 5-day camp offering classes in Voice, Acting, Dance, Stage crafts, and specialty classes taught by professional CMT artists and instructors. Funding: Restricted
Student Support Services Dr. Kiela Jimenez	12/19/2025- 06/30/2026	The City Peace Project	$45,000.00	The City Peace Project will provide structured, supervised programming during the hour before school begins at Ocala, Sheppard and Renaissance at Mathson. Funding: Restricted

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **Belfor Property Restoration** VENDOR NO: 21534

ADDRESS: **2297 Ringwood Avenue, San Jose, CA 95131**

TELEPHONE NUMBER: (408) 929-3473 FAX NUMBER: (408) 929-3477

TAX ID NUMBER: 84-1309171 E-Mail: tyann.madrid@us.belfor.com

BOARD APPROVAL DATE: December 18, 2025

CONTRACT TERM: From: September 5, 2025 – October 23, 2025

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

A. One-line description for the Governing Board report: **Materials Testing (for Asbestos and Lead) at MACSA located at 600 Sinclair Drive, San Jose, CA 95116**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
010	0000	0	5815	00	0000	8100	000600	450	8138	$2,663.50

Program Manager/Principal _____ **Date:** 12-10-25

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 12.10.25
Accountant

Director of Fiscal Services _____ **Date:** 12/10/25

Asst Supt, Bus Services _____ **Date:** 12/10/25

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 (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $2,663.50 FY: 2025-2026

Docusign Envelope ID: 79BC4554-CD1E-46A5-8BBB-8B9CCEC72ED9

BELFOR Property Restoration

2297 Ringwood Ave.- San Jose, CA 95131
(408) 929-3473 Tel. - (408) 929-3477 Fax.
CA License # 810553 - Federal ID # 84-1309171

Insured:	ARUSD, 600 Sinclair	Cellular:	(408) 828-2074
Property:	600 Sinclair Drive San Jose, CA 95116	E-mail:	eric.wasinger@arusd.org
Estimator:	Eric Reinhardt	Cellular:	(408) 529-6320
Company:	Belfor Property Restoration, San Jose	E-mail:	eric.reinhardt@us.belfor.com
Business:	2297 Ringwood Ave San Jose, CA 95131		

Claim Number: **Policy Number:** **Type of Loss:**

Date Contacted:	9/2/2025 8:00 AM		
Date of Loss:		Date Received:	9/2/2025 12:00 AM
Date Inspected:	10/9/2025 8:30 AM	Date Entered:	10/9/2025 2:45 PM
Price List:	R_N_M24_APR25_C3 Restoration/Service/Remodel		
Estimate:	40-25-ARUSD_600SINCL		

-- PROPOSAL --

We would like to thank you for the opportunity to provide you with this **PROPOSAL**. The total cost for the repairs detailed in the Proposal is **$2,663.50**.

The attached Proposal details the specific work to be completed. Additional work beyond that which is specified in this Proposal will be through separate proposal(s) and/or change order(s) detailing the additional/changed scope of work as well as the terms and pricing of the additional work. Repairs will be scheduled after a signed copy of this Proposal is received by BELFOR.

Unless noted otherwise, the customer is required to provide heat, water and electricity on-site for the duration of this project. The customer is responsible for providing continuous access to the project area during normal business hours, Monday - Friday, 8:00 am - 5:00 pm. Where an item is being replaced, we will be matching the existing item's quality, color, finish, texture or material as close as possible where applicable unless noted otherwise, there is no guaranty either specified or implied on exact matches. This estimate does not include hazardous material testing or abatement unless specifically detailed in the following estimate.

This Proposal is valid for 30 days from 10/9/2025. If you have any questions about this Proposal, please contact Eric Reinhardt to discuss those questions.

I/we agree to the terms and conditions of this Proposal.

Eric Wasinger Date 10/9/25
Owner/Authorized signature

BELFOR Representative Date

Docusign Envelope ID: 79BC4554-CD1E-46A5-8BBB-8B9CCEC72ED9

BELFOR Property Restoration

2297 Ringwood Ave.- San Jose, CA 95131
(408) 929-3473 Tel. - (408) 929-3477 Fax.
CA License # 810553 - Federal ID # 84-1309171

40-25-ARUSD_600SINCL

40-25-ARUSD_600SINCL

DESCRIPTION	QTY	UNIT PRICE	TOTAL
**********			
On September 3rd materials testing was performed at the 600 Sinclair (MACSA) site. The testing was performed in order to know how to proceed with the needed Demo of the damaged structure. Testing results returned as "Non-Detect" for both Asbestos & Lead.			
**********			
.			
Materials Testing (for Asbestos and Lead)	1.25 EA @	1,750.00 =	2,187.50
Project Manager Site inspection with testing Technician	4.00 HR @	119.00 =	476.00

Docusign Envelope ID: 79BC4554-CD1E-46A5-8BBB-8B9CCEC72ED9

BELFOR Property Restoration

2297 Ringwood Ave.- San Jose, CA 95131
(408) 929-3473 Tel. - (408) 929-3477 Fax.
CA License # 810553 - Federal ID # 84-1309171

Summary for Dwelling

Line Item Total	2,663.50
Replacement Cost Value	**$2,663.50**
Net Claim	**$2,663.50**

Eric Reinhardt

BELFOR Property Restoration

2297 Ringwood Ave.- San Jose, CA 95131
(408) 929-3473 Tel. - (408) 929-3477 Fax.
CA License # 810553 - Federal ID # 84-1309171

Insured:	ARUSD, 600 Sinclair	Cellular:	(408) 828-2074
Property:	600 Sinclair Drive San Jose, CA 95116	E-mail:	eric.wasinger@arusd.org
Estimator:	Eric Reinhardt	Cellular:	(408) 529-6320
Company:	Belfor Property Restoration, San Jose	E-mail:	eric.reinhardt@us.belfor.com
Business:	2297 Ringwood Ave San Jose, CA 95131		

Claim Number: **Policy Number:** **Type of Loss:**

Date Contacted:	9/2/2025 8:00 AM		
Date of Loss:		Date Received:	9/2/2025 12:00 AM
Date Inspected:	10/9/2025 8:30 AM	Date Entered:	10/9/2025 2:45 PM
Price List:	R_N_M24_APR25_C3 Restoration/Service/Remodel		
Estimate:	40-25-ARUSD_600SINCL		

-- PROPOSAL --

We would like to thank you for the opportunity to provide you with this **PROPOSAL**. The total cost for the repairs detailed in the Proposal is **$2,663.50**.

The attached Proposal details the specific work to be completed. Additional work beyond that which is specified in this Proposal will be through separate proposal(s) and/or change order(s) detailing the additional/changed scope of work as well as the terms and pricing of the additional work. Repairs will be scheduled after a signed copy of this Proposal is received by BELFOR.

Unless noted otherwise, the customer is required to provide heat, water and electricity on-site for the duration of this project. The customer is responsible for providing continuous access to the project area during normal business hours, Monday - Friday, 8:00 am - 5:00 pm. Where an item is being replaced, we will be matching the existing item's quality, color, finish, texture or material as close as possible where applicable unless noted otherwise, there is no guaranty either specified or implied on exact matches. This estimate does not include hazardous material testing or abatement unless specifically detailed in the following estimate.

This Proposal is valid for 30 days from 10/9/2025. If you have any questions about this Proposal, please contact Eric Reinhardt to discuss those questions.

I/we agree to the terms and conditions of this Proposal.

Owner/Authorized signature Date 10/9/25

BELFOR Representative Date

BELFOR Property Restoration

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40-25-ARUSD_600SINCL

DESCRIPTION	QTY	UNIT PRICE	TOTAL
**********			
On September 3rd materials testing was performed at the 600 Sinclair (MACSA) site. The testing was performed in order to know how to proceed with the needed Demo of the damaged structure. Testing results returned as "Non-Detect" for both Asbestos & Lead. **********			
Materials Testing (for Asbestos and Lead)	1.25 EA @	1,750.00 =	2,187.50
Project Manager Site inspection with testing Technician	4.00 HR @	119.00 =	476.00

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Summary for Dwelling

Line Item Total	2,663.50
Replacement Cost Value	**$2,663.50**
Net Claim	**$2,663.50**

Eric Reinhardt

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **Bosco Construction Services, Inc.** VENDOR NO: 22784

ADDRESS: **1177 North 15th Street, San Jose, CA 95112** FAX NUMBER: **(408) 904-4792**

TELEPHONE NUMBER: **(408) 642-8313**

TAX ID NUMBER: **27-3048630** E-Mail: pc@boscoco.com; pm@boscoco.com

BOARD APPROVAL DATE: December 18, 2025

CONTRACT TERM: From: September 5, 2025 – October 31, 2025

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

A. One-line description for the Governing Board report: **Mobilize and set up temporary fence panels for MACSA located at 600 Sinclair Drive, San Jose, CA 95116.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
010	0000	0	5815	00	0000	8100	000600	450	8138	$17,378.00

Program Manager/Principal _____ **Date:** 11-18-25

Superintendent _____ **Date:** _____

Fiscal Approval Maria Newton **Date:** 11/19/25
Accountant

Director of Fiscal Services _____ **Date:** 11/19/25

Asst Supt, Bus Services _____ **Date:** 11/19/25

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 (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $ **17,378.00 (NTE)** FY: **2025-2026**

Bosco Construction Services Inc

Safe Reliable Quality

CSLB# CA #952978 A,B,C33,C15,C8 DIR#1000031375

ATTENTION: Ed Villarreal and Juan Mendoza.
PROJECT: MACSA TEMP FENCE EMERGENCY
CUSTOMER: ALUM ROCK UNIFIED SCHOOL DISTRICT
ESTIMATE: B2625
DATE: 9/18/25
Location: MACSA building, 660 Sinclair Dr, San Jose, CA 95116
BOSCO CONSTRUCTION SERVICES, INC. WILL PROVIDE ALL MATERIALS AND LABOR REQUIRED PER THE SCOPE OF WORK FOR THE PROJECT MENTIONED ABOVE. THIS WORK WILL BE PERFORMED IN A PROFESSIONAL MANNER ACCORDING TO INDUSTRY STANDARDS.

DESCRIPTION:

Mobilize and set temporary fence panels per the request of Ed Villarreal and Juan Mendoza.

Timeline & Labor:

- Friday (Initial Mobilization Attempt)
  - Received phone call from Ed Villareal to mobilize 1,000 LF of temporary fence panels for MACSA.
  - Met with Juan on site. Awaited Fire Department authorization before fence installation
  - Later received a call from Juan to demobilize and reconvene the following day
  - Labor Recorded:
    - 14.5 hours – straight time
    - 12 hours – time and a half (standby on site)
- Saturday (Authorized Setup)
  - Mobilized and set up 1,000 LF of temporary fence panels.
  - Labor Recorded:
    - 27 hours – time and a half

Rental Terms and amounts:

- Emergency Mobilization and First Month Rental: $13,878
- Early Demobilization Fees: $3,500 (during regular business hours)
- Total $ 17,378

Bosco Construction Services Inc

Safe Reliable Quality

CSLB# CA #952978 A,B,C33,C15,C8 DIR#1000031375

Inclusions:

-Prevailing wage rate for Santa Clara

Exclusions:

-Permit or inspection fees.

-Surveying

-Unforeseen work/work not listed above in the description.

-Engineering.

-Overtime, Weekends, Holidays

Responsibilities of Customer:

-Provide access to all areas that require installation.

-Remit payment upon receiving the invoice.

Marcos Mora

General Manager/ Estimator
Bosco Construction Services, Inc.
Cell 408-396-3870

09/26/2025

SIGN: [signature]

DATE: 10/20/25

All quoted pricing is only valid for 30 days after issuance

R#261645

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 16151/23

Maintenance Dept. (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: City of San Jose Fire Department

Address: P.O. BOX 884347 City: Los Angeles State: CA Zip: 90088

Phone: 408) 795-1869 Email: _____

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates 9/04/2025 end date 12/31/2025

CONTRACTOR'S OBLIGATION:

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

Fire safety general inspection at Alum Rock Union School District 660 Sinclair Dr. San Jose, CA 95116

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:** $367.20

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	5880	00	0000	8100	000600	450	8138	$367.20	11/20/25

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 11/20/25

Director of Fiscal Services: _____ Date: 11/25/25

Asst. Supt., of Business Services: _____ Date: 11/21/25

Superintendent: _____ Date: _____

TO MAKE CORRECTIONS, SEE REVERSE SIDE OF THIS INVOICE

PAYMENT METHODS

* **Credit Card Payment via on-line at https://www.e-billexpress.com/ebpp/CSJFire/**

(Effective May 1,2024, when submitting a credit card payment an additional service fee of 2.66% is being collected by a third party (Wells Fargo Merchant Services) to cover transaction processing fees.)

* **Check Payments by Mail:**
San Jose Fire Department
Bureau of Fire Prevention-DEPT #134347
PO Box 884347, Los Angeles, CA 90088

Make Check Payable to: City of San Jose Fire Dept
Write Account ID on the Check.

* **Pay in Person at City Hall**

Mailing Address: ALUM ROCK UNION SCHOOL DISTRICT
2930 GAY AVE

SAN JOSE CA 95127

ACCOUNT ID	AMOUNT PAID	INVOICE DATE	INVOICE#
407285 PM		09/19/2025	2025016554

Current Invoice Balance $272.00

----------TEAR OFF SECTION ABOVE AND INCLUDE WITH PAYMENT----------

For Fire Safety and Hazmat Billing Questions, Call (408) 795-1869

Fire Fees Invoice

Invoice Date: 09/19/2025
Invoice No.: 2025016554
Acc/Occupancy Id: 407285 PM
Facility Address:
ALUM ROCK UNION SCHOOL DISTRICT
660 SINCLAIR DR
SAN JOSE CA 95116

Quantity	Item	Unit Price	Extended Price
1.00	FS_GEN_INS Occupancy Activity/Inspection Type FS_GI (Fire Safety General Inspection - No Permits Issued) completed on 09/04/2025 at ALUM ROCK UNION SCHOOL DISTRICT; 660 SINCLAIR DR /SAN JOSE, CA 95116	$272.00	$272.00

PENALTIES WILL BE CHARGED ON PAYMENTS RECEIVED AFTER **10/26/2025**
PENALTIES FOR LATE PAYMENT
30 DAYS PAST DUE: 10% OF PRINCIPAL
60 DAYS PAST DUE: ADDITIONAL 10% OF PRINCIPAL
Payment will be applied to the oldest invoice first.

Account ID407285 PM

Total Invoice Amount	$272.00
Payments Applied	$0.00
Current Invoice Balance	**$272.00**

Previous Outstanding Balance $0.00
Previous Outstanding Balance Includes all unpaid invoice as of **09/22/2025**

For questions about your account or to request copies of missing or unpaid invoices, please call (408) 795-1869 or email: SJFD.Billing@sanjoseca.gov

TO MAKE CORRECTIONS, SEE REVERSE SIDE OF THIS INVOICE

PAYMENT METHODS

* Credit Card Payment via on-line at
https://www.e-billexpress.com/ebpp/CSJFire/
(Effective May 1,2024, when submitting a credit card payment an additional service fee of 2.66% is being collected by a third party (Wells Fargo Merchant Services) to cover transaction processing fees)

* Check Payments by Mail:
San Jose Fire Department
Bureau of Fire Prevention-DEPT #134347
PO Box 884347, Los Angeles, CA 90088

Make Check Payable to: City of San Jose Fire Dept
Write Account ID on the Check.

* Pay in Person at City Hall

Mailing Address: ALUM ROCK UNION SCHOOL DISTRICT
2930 GAY AVE

SAN JOSE CA 95127

ACCOUNT ID	AMOUNT PAID	INVOICE DATE	INVOICE#
407285 PM		10/10/2025	2025016972

Current Invoice Balance $68.00

----------TEAR OFF SECTION ABOVE AND INCLUDE WITH PAYMENT----------

For Fire Safety and Hazmat Billing Questions, Call (408) 795-1869

Fire Fees Invoice

Invoice Date: 10/10/2025
Invoice No.: 2025016972
Acc/Occupancy Id: 407285 PM
Facility Address:
ALUM ROCK UNION SCHOOL DISTRICT
660 SINCLAIR DR
SAN JOSE CA 95116

Quantity	Item	Unit Price	Extended Price
0.25	FS_COM_REV Occupancy Activity/Inspection Type FS_CR (Fire Safety Compliance Review) completed on 09/24/2025 at ALUM ROCK UNION SCHOOL DISTRICT; 660 SINCLAIR DR /SAN JOSE, CA 95116	$272.00	$68.00

PENALTIES WILL BE CHARGED ON PAYMENTS RECEIVED AFTER **11/16/2025**
PENALTIES FOR LATE PAYMENT
30 DAYS PAST DUE: 10% OF PRINCIPAL
60 DAYS PAST DUE: ADDITIONAL 10% OF PRINCIPAL
Payment will be applied to the oldest invoice first.

Account ID407285 PM

Total Invoice Amount	$68.00
Payments Applied	$0.00
Current Invoice Balance	**$68.00**
Previous Outstanding Balance	$272.00

Previous Outstanding Balance Includes all unpaid invoice as of **10/14/2025**

For questions about your account or to request copies of missing or unpaid invoices, please call (408) 795-1869 or email: SJFD.Billing@sanjoseca.gov

TO MAKE CORRECTIONS, SEE REVERSE SIDE OF THIS INVOICE

PAYMENT METHODS

* **Credit Card Payment via on-line at**
  https://www.e-billexpress.com/ebpp/CSJFire/
  (Effective May 1,2024, when submitting a credit card payment an additional service fee of 2.66% is being collected by a third party (Wells Fargo Merchant Services) to cover transaction processing fees.)

* **Check Payments by Mail:**
  San Jose Fire Department
  Bureau of Fire Prevention-DEPT #134347
  PO Box 884347, Los Angeles, CA 90088
  Make Check Payable to: City of San Jose Fire Dept
  Write Account ID on the Check.

* **Pay in Person at City Hall**

Mailing Address: ALUM ROCK UNION SCHOOL DISTRICT
2930 GAY AVE

SAN JOSE CA 95127

ACCOUNT ID	AMOUNT PAID	INVOICE DATE	INVOICE#
407285 PM		11/10/2025	2025018837

Current Invoice Balance $27.20

----------TEAR OFF SECTION ABOVE AND INCLUDE WITH PAYMENT----------

For Fire Safety and Hazmat Billing Questions, Call (408) 795-1869

Fire Fees Invoice

Late Fee: 30 Days Past Due

Invoice Date: 11/10/2025
Invoice No.: 2025018837
Acc/Occupancy Id: 407285 PM
Facility Address:
ALUM ROCK UNION SCHOOL DISTRICT
660 SINCLAIR DR
SAN JOSE CA 95116

Quantity	Item	Unit Price	Extended Price
1.00	LATE_FEE Included in invoice as Late Fee for Invoice No.2025016554 from 09/19/2025 that was due on 10/26/2025	$27.20	$27.20

PENALTIES WILL BE CHARGED ON PAYMENTS RECEIVED AFTER **12/15/2025**
PENALTIES FOR LATE PAYMENT
30 DAYS PAST DUE: 10% OF PRINCIPAL
60 DAYS PAST DUE: ADDITIONAL 10% OF PRINCIPAL
Payment will be applied to the oldest invoice first.

Account ID407285 PM

Total Invoice Amount	$27.20
Payments Applied	$0.00
Current Invoice Balance	**$27.20**

Previous Outstanding Balance	$340.00
Previous Outstanding Balance Includes all unpaid invoice as of	**11/13/2025**

For questions about your account or to request copies of missing or unpaid invoices, please call (408) 795-1869 or email: SJFD.Billing@sanjoseca.gov

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 301236

Maintenance Department (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: Furman Construction Inspections Inc.

Address: 51 E. Campbell Avenue Suite 106-N City: Campbell State: CA Zip: 95008

Phone: (408) 234-8153 Email: jfurman@fcinspection.com

SSN: _____ Fed I.D. #: 26-1860511

CONTRACT TERM: start dates 09/08/25 end date 10/30/25

CONTRACTOR'S OBLIGATION:

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

The Inspector of Record (IOR) will track and document all activities related to the demolition of the structure located at 600 Sinclair. Services will include oversight to ensure compliance with structural engineers recommendations, and also maintain records of demolition progress and site conditions.

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:** $12,025.00

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5880	00	0000	8100	000600	450	8138	$12,025.00	9/15/25

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 9.15.25

Director of Fiscal Services: _____ Date: 9/16/25

Asst. Supt., of Business Services: _____ Date: 9/16/25

Superintendent: _____ Date: _____

FURMAN
CONSTRUCTION INSPECTION INC

September 10, 2025

Ms. Maria J. Martinez
Bonds Director
Alum Rock Union Elementary School District
2800 Ocala Ave.
San Jose, CA 95148

Re: Inspector of Record Services for the at 600 Sinclair demolition project

Dear Ms. Martinez,

Thank you for the opportunity to provide a proposal for the referenced project.

Furman Construction Inspection Inc. (FCI) will provide Project Inspection/ Observation at the referenced project for a fee of $12,025.00, Breakdown as follows:

37 days of project inspection, 2.5 hours per day at a rate of $130.00/Hr.

The proposed inspector for the project will be Mehran Saidi.

This proposal includes tracking/ documentation of activities during demolition of the structure, and contractor adherence to the report/ recommendations issued by the Structural Engineer.

FCI will maintain all District required Insurance.

Please feel free to contact me if you have any questions regarding this proposal. Again, I appreciate the opportunity, and I look forward to hearing from you.

Sincerely,

Jerry M. Furman

Jerry M. Furman
DSA Certified Class 1 IOR #4334
Furman Construction Inspection
Inc. jfurman@fcinspection.com
408.234.8153

Docusign Envelope ID: FD19BA0E-3BBC-478E-B605-5ED275CCAC4A

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Ryan STEAM Academy (School/Dept.) VENDOR NO. _____

Submitted by: Clarissa Johnston-Abril

☑ **Attach Completed PUR-115 (Required)** ☐ **Master Contract (Optional)**

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

Name of Individual/Company: Social and Environmental Entrepreneurs

Address: 23564 Calabasas Rd, Suite 201 City: Calabasas State: CA Zip: 91302

Phone: 408) 5151908 Email Address: info@jrmf.org

SSN: _____ or Fed I.D. #: 95-4116679

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on January 7, 2026, 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").
The Julia Robinson Mathematics Festival (JRMF), a project of Social and Environmental Entrepreneurs, will host a math festival for Ryan STEAM Academy on November 13, 2025 from 5 - 7 PM PT. Ryan STEAM Academy will provide a space with tables and chairs/benches and volunteers for the event. JRMF will provide all of the math activity supplies, lead a 1 hour volunteer training before the event, and set up and clean up for the event.

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:** $800 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of 1 event 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
060	3010	0	5815	00	1110	1000	000000	100	1190	800	12/10/25

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

Julia Robinson Mathematics Festival

23456 Calabasas Road, Suite 201
Calabasas, CA 91302
(408) 515-1908
jrmf.org

Description of Services - Ryan STEAM Academy Math Festival

The Julia Robinson Mathematics Festival (JRMF), a project of Social and Environmental Entrepreneurs, will host a math festival for Ryan STEAM Academy on January 7, 2026 from 5 - 7 PM PT.

Ryan STEAM Academy will provide a space with tables and chairs/benches and volunteers for the event. JRMF will provide all of the math activity supplies, lead a 1 hour volunteer training before the event, and set up and clean up for the event.

The timeline for the math festival is as follows:

- 2:00 - 4:00 PM PT - setup
- 4:00 - 5:00 PM PT - volunteer training
- 5:00 - 7:00 PM PT - math festival
- 7:00 - 8:00 PM PT - cleanup

The cost for these services is $800 and is to be paid within 1 week after the event.

For additional information about JRMF services, please contact daniel.kline@jrmf.org.

Daniel Kline

Executive Director

Julia Robinson Mathematics Festival

Docusign Envelope ID: D7119C64-1558-4A6A-9295-AA4E08E8839A

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: San Antonio / L.U.C.H.A. (School/Dept.) VENDOR NO. _____

Submitted by: Iris Charest

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Soul Shoppe Programs

Address: 111 Fairmount Ave, Suite 503 City: Oakland State: CA Zip: 94611

Phone: (510) 338-3231 Email Address: support@soulshoppe.org

SSN: _____ or Fed I.D. #: 20-2676612

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on January 16, 2026, 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").
SoulShoppe will provide LUCHA and San Antonio with a Peacemaker Trainer Certification program that equips students with restorative practices to resolve peer conflicts, express feelings and needs, and model compassion and empathy through three on-campus training sessions.

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:** $6,000.00 (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
060	6332	4	5815	00	1110	3110	000000	240	6332	$3,000.00	12/9/25
060	6332	4	5815	00	1110	3110	000000	270	6332	$3,000.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Required Pre-Approval Form for Contracts over $5000-

NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.

Type of Contract: ☐ Employee Contract ☑ Independent Contractor Agreement ☐ MOU

School/Department: San Antonio/L.U.C.H.A. Date: 12/2/2025

Requested by: Iris Charest

Name of Company/Individual to be contracted: Soul Shoppe Programs

Address: 111 Fairmount Ave, Suite 503

City: Oakland State: CA Zip Code: 94611

Dates of Services: January 16, 2026 - June 30, 2026

Services to be provided:
SoulShoppe will provide LUCHA and San Antonio with a Peacemaker Trainer Certification program that equips students with restorative practices to resolve peer conflicts, express feelings and needs, and model compassion and empathy through three on-campus training sessions.

Estimated Cost: $6,000.00

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	6332	4	5815	00	1110	3110	000000	240	6332	$3,000.00	12/9/25
060	6332	4	5815	00	1110	3110	000000	270	6332	$3,000.00	

Supervisor's Signature: Iris Charest Date: 12/3/25

Approved: ☐ **Yes** ☐ **No**

Docusign Envelope ID: D7119C64-1558-4A6A-9295-AA4E08E8839A

QUOTE FOR 2025-2026 SCHOOL YEAR SERVICES

School/District: San Antonio Elementary School/L.U.C.H.A.

Date: 10/28/25

Offering Title and Description	Price
Peacemaker Trainer Certification Scope of Work: Peacemakers is a peer conflict resolution program that trains students how to use restorative practices to disrupt conflicts on the playground and in the classroom. Students learn to: • Express feelings and needs clearly • Use compassion and empathy to resolve conflict • De-escalate problems and support peers • Collaborate as a team • Be role models for peace on campus Training takes place across three two-hour sessions on campus and includes all necessary supplies for the school year.	**$6,000**

SOUL SHOPPE PROGRAMS
111 FAIRMOUNT AVENUE, SUITE 503
OAKLAND, CA 94611
PHONE: (510) 338-3231
FAX: (510) 338-3234
SUPPORT@SOULSHOPPE.ORG

Docusign Envelope ID: DD2346A8-E84C-470F-A338-5DBAB645B1CD

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Academic Services (School/Dept.) VENDOR NO. 300453

Submitted by: Dr. Tara Bickford-Williams

☑ **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: Literacy Resources,LLC DBA Heggerty Phonemic Awareness

Address: 1449 S. Michigan Ave STE 13190 City: Chicago State: IL Zip: 60605

Phone: (_____) Email Address: Cristy@Heggerty.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on December, 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").
Heggerty Literacy Resources, LLC, will provide professional development to TK-2nd grade teachers at Ryan and Hubbard Elementary. This scope of work includes on-site lesson observations and modeling sessions to help teachers effectively implement the Heggerty curriculum and adapt instruction to meet diverse student needs.

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:** $22,000 (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
060	6266	0	5815	00	1110	1000	030200	305	7395	$22,000	11/21/25

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: DD2346A8-E84C-470F-A338-5DBAB645B1CD

Literacy Resources, LLC (dba Heggerty)
Chicago, IL
Phone: (708) 366-5947

QUOTE for Alum Rock Union Elementary School District
Quote: SQ-251117-0045087
Valid Through: 12/31/2025
Proposed by: Cristy Rivera
Send PO to: Cristy@Heggerty.org

Quote

Address Information

Bill To:
Alum Rock Union Elementary School District
2930 GAY AVE
SAN JOSE, CA 95127-2398
USA

Ship To:
Alum Rock Union Elementary School District
2930 GAY AVE
SAN JOSE, CA 95127-2398
USA

Account Name: Alum Rock Union Elementary School District
Contact Buying: Tara Bickford

Contact Shipping: Tara Bickford

Terms and Conditions

Payment Method: Invoice
Payment Terms: Net 30 Days

Delivery Terms: FOB Origin
Billing Method: Email

Heggerty Refining/Coaching Sessions at Ryan Elementary, Onsite, 1-1/2 days

Session Topic: Lesson Observing Modeling. See attached agenda for complete sessions descriptions.
Half-Day (3 hours) for TK, Phonemic Awareness
One Full Day (6 Hours) for K-3, Bridge To Reading

Product/Service	Product Code	Date(s)	Quantity	Term	Sales Price	Amount
2025-Phonemic Awareness Professional Development Refining Session In-Person Half Day		11/17/2025 - 11/17/2025	1	1/2 Day	$4,000.00	$4,000.00
2025-Bridge to Reading Professional Development Refining Session In-Person Full Day		11/17/2025 - 11/17/2025	1	1 Day	$6,000.00	$6,000.00

Heggerty Refining/Coaching Sessions at Hubbard Elememtary, Onsite 2 days

Session Topic: Lesson Observing Modeling. See attached agenda for complete sessions descriptions.
Half-Day (3 hours) for TK Phonemic Awareness
1-1/2 Days (6 Hours and 3 Hours) for K-3, Bridge To Reading

Product/Service	Product Code	Date(s)	Quantity	Term	Sales Price	Amount
2025-Bridge to Reading Professional Development Refining Session In-Person Full Day		11/17/2025 - 11/17/2025	2	2 Days	$6,000.00	$12,000.00

Services Total: $22,000.00
Net Amount: $22,000.00

+ The unit price shown above has been rounded to two decimal places for display purposes.

https://heggerty.org/terms-of-service/

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Docusign Envelope ID: DD2346A8-E84C-470F-A338-5DBAB645B1CD

HEGGERTY
Professional Development

HEGGERTY PROFESSIONAL DEVELOPMENT

Phonemic Awareness

Heggerty Professional Development allows teachers and administrators to learn, collaborate, and grow together—ensuring all classrooms provide consistent and high-quality literacy instruction. We offer two types of professional learning opportunities, Introduction and Refining sessions, that can be delivered virtually or in person.

Refining Session: Lesson Observations & Lesson Modeling—Whole Group

Description

Lesson Modeling: Teachers will observe a lesson delivered by a Heggerty Literacy Specialist in a live classroom setting with students. Classroom teachers, coaches, and administrators can debrief, ask questions, and reflect on the lesson together to better understand the program and instructional components.

Lesson Observations: A Heggerty Literacy Specialist will observe district teachers implementing Heggerty Phonemic Awareness lessons in classrooms. Using the fidelity checklist, the Heggerty Specialist will provide feedback to share with teachers, coaches, and administrators and provide opportunities to debrief, ask questions, and reflect on the lesson together.

Teacher Outcomes

- Understand how to effectively teach the Heggerty Phonemic Awareness curriculum to meet the diverse needs of students
- Determine how to adapt instruction and make daily modifications
- Apply tips and tricks to deliver a lesson seamlessly

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Duration:

Half Day: 3 hours

Full Day: 6 hours

*30 minutes per classroom (15 minute lesson model + 15 minute debrief)

Session Outline

Introduction & Setting the Stage

- Community Norms
- Meet with district/school team to review schedule & fidelity checklist

Lesson Observation/Modeling Cycle

- Lesson Observations or Modeling in Classrooms
- Debrief & feedback with teacher
- Debrief & feedback with leadership

Reflection & Next Steps with Q&A

Docusign Envelope ID: DD2346A8-E84C-470F-A338-5DBAB645B1CD

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Heggerty

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HEGGERTY
Professional Development

HEGGERTY PROFESSIONAL DEVELOPMENT

Bridge to Reading

Heggerty Professional Development allows teachers and administrators to learn, collaborate, and grow together—ensuring all classrooms provide consistent and high-quality literacy instruction. We offer two types of professional learning opportunities, Introduction and Refining sessions, that can be delivered virtually or in person.

Refining Session: Lesson Observations & Lesson Modeling

Description

Lesson Modeling: Teachers will observe a lesson in a live classroom setting with students, delivered by a Heggerty Literacy Specialist. Classroom teachers, coaches, and administrators can debrief, ask questions, and reflect on the lesson together to better understand the program and instructional components.

Lesson Observations: A Heggerty Literacy Specialist will observe district teachers implementing Heggerty Bridge to Reading lessons in classrooms. Using the fidelity checklist, the Heggerty Specialist will provide feedback to share with teachers, coaches, and administrators and provide opportunities to debrief, ask questions, and reflect on the lesson together.

Teacher Outcomes

- Understand how to effectively teach the Heggerty Bridge to Reading curriculum to meet the diverse needs of students
- Determine how to adapt instruction and make daily modifications
- Apply tips and tricks to deliver a lesson seamlessly

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Heggerty

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Docusign Envelope ID: DD2346A8-E84C-470F-A338-5DBAB645B1CD

Docusign Envelope ID: DD2346A8-E84C-470F-A338-5DBAB645B1CD

Duration:

Half Day: 3 hours

Full Day: 6 hours

*60 minute lesson models/observations per classroom (45 minute model + 15 minute debrief)

Session Outline

Introduction & Setting the Stage

- Community Norms
- Meet with district/school team to review schedule & fidelity checklist

Lesson Observation/Modeling Cycle

- Lesson Observations or Modeling in Classrooms
- Debrief & feedback with teacher
- Debrief & feedback with leadership

Reflection & Next Steps with Q&A

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Heggerty

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Academic Services (School/Dept.) VENDOR NO. 13054

Submitted by: Dr. Tara Bickford-Williams

☐ **Independent Contract** ☐ **MOU**

☑ Master Contract

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

Name of Individual/Company: Resource Area For Teaching (RAFT)

Address: 1355 Ridder Park City: San Jose State: CA Zip: _____

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 December 19, 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").
.RAFT will provide grant-funded support for Alum Rock's STEAM learning initiatives during the 2025-2026 school year, which includes up to 10 Maker Mobile visits to school sites and support for up to two district community events at a total cost of $0 to the District. Additionally, individual District schools may purchase other services like professional development, community STEAM events, and more Maker Mobile visits at discounted rates under a Master Service Contract.

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:** $ 0 Cost to District (describe rate agreement) Not to exceed $1,000 per school site

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
010	0000	0	5815	00	1110	1000	000000	305	7221	MASTER	

12/11/25

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: ED993A56-0D67-46EF-B600-202323F242D7

raft®
RESOURCE AREA FOR TEACHING

Inspiring Joy through hands-on learning

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

STEAM Proposal - Scope of Work

RAFT is excited to offer support for Alum Rock's STEAM learning initiatives during the 2025-2026 school year. RAFT will provide up to 10 Maker Mobile visits and Maker Mobile support for up to two district community events.

Summary of Grant-funded Services and Discounts

RAFT Service/Support	**Cost**
Maker Mobile Van school site visits **(100% Grant-funded - no cost to District or School)**: • One full-day visit for up to 10 individual school sites; • Includes 2 RAFT staff, travel, set up/take down, and all materials for RAFT Maker Mobile activities; • Additional one-day visits for District schools discount: $850 per full-day visit (see below for additional details). • Support for up to two district community events.	$15,000
Price	$15,000
(Includes *Grant-funded items, Title I School/District Discounts) **Total Cost to District**	**$0**

In addition to the grant-funded services and upon District Board approval, individual District schools may purchase the following services during the 2025-26 school year at discounted rates under a Master Service Contract. Under the Master Service Contract, RAFT will provide services to District schools at the prices listed below without additional Board approval up to $10,000 per school site. Services may include professional development, community STEAM events, Maker Mobile visits, Makerspace consultation and building services, as well as STEAM DreamBox programming.

RAFT's Catalog of Education Services - *ARUSD Discount under Master Contract for 2025-26 School Year*

STEAM Events and Support	**Unit Cost**
RAFT Maker Mobile Visit (full-day) • Includes two RAFT facilitators; Serve up to 30 students per session for 30-50 mins • Full day visits can serve up to six 50-minute sessions	$850* (full day)

Docusign Envelope ID: ED993A56-0D67-46EF-B600-202323F242D7

• Wide range of NGSS aligned activities	
STEAM Maker Nights/Capestone Family Events • Includes two RAFT facilitators • Two hours of facilitated activities • Serve up to 200 students and families • Make and take kits for up to 200 students. Additional kits can be purchased for groups larger than 200 students. • Discounted price assumes 5 site-based volunteers per 100 students.	$1,000*
•	
Teacher Growth: Professional Development, workshops, and STEAM/SEL integration support • On site, virtual or at RAFT programming serving up to 50 staff members	$150 per hour
STEAM DreamBox • 5 hours of themed lessons including STEAM project kits, design challenges and materials • Instructor facilitation guides for each activity • Activity-aligned student handouts • Tailored application for grade bands	$400 per classroom bundle (serves 25 students)
*** Includes a 50% or greater discount from standard pricing**	

If you wish to move forward with this proposal, please confirm the following details for invoicing and provide any documentation required for board approval:

Alum Rock Union School District
Sandra Garcia, Interim Superintendent
2930 Gay Avenue
San Jose, CA 95127
Email: sandra.garcia@arusd.org

PSAs, COIs, W-9 and other documentation will be provided/completed upon request. Please contact Suzanne Carrig, Director of Partnerships, at scarrig@raft.net

DocuSigned by:
Chase Davenport
E8103DF5FC44439...

Authorized Representative,
Alum Rock Union School
District San Jose, CA

Date

Chase Davenport
Senior Director, Education
Resource Area For Teaching
12/3/2025

Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Academic Services (School/Dept.) VENDOR NO. 301547

Submitted by: Emily McChristian

☐ **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: V-Tach Medical Services

Address: 1450 Foxworthy Avenue City: San Jose State: CA Zip: 95118

Phone: (_____) Email Address: Laura Aguilar - vtachms@gmail.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on January 5, 2026, 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").
V-Tach Medical Services will supply on-field emergency medical services during ARUSD sport tournaments

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:** $0 (describe rate agreement) $80 PER HOUR/$120 PER HOUR AFTER

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
010	0000	0	5815	00	1110	4200	080000	310	7221	MASTER	11/24/25

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

Docusign Envelope ID: F5C34591-C75D-4CD7-B678-5231F384585F

Vtach Medical Services

1450 Foxworthy
San Jose, CA, 95118

Vtachms@gmail.com
November 18, 2025

Subject: Scope of Work for On-Site Medical Services

This Scope of Work (SOW) outlines the medical services we will provide for ARUSD's Basketball Tournament to ensure the safety of all participants.

---

1. Services Provided

We will provide on-site medical personnel to:

- Respond to any medical or trauma injuries that may occur to players, coaches, or other field personnel.
- Assess and treat injuries on-site with the necessary medical supplies.
- Offer over-the-counter (OTC) medications as a courtesy for minor issues.
- In case of emergency, contact SCC EMS by 911 and coordinate ambulance transport if needed.
- Provide a spinal immobilization board, as requested, to assist in case of serious injury.

---

2. Responsibilities

- **Vtach Medical Services:** Provide medical staff, supplies, and equipment.
- **ARUSD:** Ensure access to event areas and communicate any special medical needs or risks.

---

3. Payment Terms

- **Hourly rate: $80 per personnel**
- **Hourly overtime rate: $120 per personnel**
- **Cancellation fee: $100**
- **Rescheduling fee: $100**

Docusign Envelope ID: F5C34591-C75D-4CD7-B678-5231F384585F

4. Signatures

Both parties agree to the terms outlined above

Alum Rock Union School District:
Signature: _____
Date: _____

Vtach Medical Services
Signature: _____
Date: _____



End of Scope of Work

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **Belfor Property Restoration** VENDOR NO: 21534

ADDRESS: **2297 Ringwood Avenue, San Jose, CA 95131**

TELEPHONE NUMBER: **(408) 929-3473** FAX NUMBER: (408) 929-3477

TAX ID NUMBER: _____ E-Mail: tyann.madrid@us.belfor.com

BOARD APPROVAL DATE: December 18, 2025

CONTRACT TERM: From: **September 8, 2025 – October 31, 2025**

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

A. One-line description for the Governing Board report: **The Boys and Girls bathroom located by the Track and Field area at Sheppard Middle School.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
140	0000	0	5815	00	0000	8100	000000	450	8131	$36,625.00

Program Manager/Principal _____ **Date:** 12-10-25

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 12.10.25
Accountant

Director of Fiscal Services _____ **Date:** 12/10/25

Asst Supt, Bus Services _____ **Date:** 12/10/25

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 (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $36,625.00 (NTE) FY: 2025-2026

BELFOR Property Restoration

2297 Ringwood Ave.- San Jose, CA 95131
(408) 929-3473 Tel. - (408) 929-3477 Fax.
CA License # 810553 - Federal ID # 84-1309171

Insured:	ARUSD / W. Sheppard M.S.	Cellular:	(408) 828-2074
Property:	480 Rough and Ready Road San Jose, CA 95133	E-mail:	Eric.Wasinger@arusd.org
Estimator:	Eric Reinhardt	Cellular:	(408) 529-6320
Company:	Belfor Property Restoration, San Jose	E-mail:	eric.reinhardt@us.belfor.com
Business:	2297 Ringwood Ave San Jose, CA 95131		

Claim Number: **Policy Number:** **Type of Loss:**

Date of Loss:		Date Received:	
Date Inspected:		Date Entered:	8/19/2025 12:00 PM
Price List:	R_N_M24_APR25_C3 Restoration/Service/Remodel		
Estimate:	40-25-ARUSD_SHEPPARD		

-- PROPOSAL --

We would like to thank you for the opportunity to provide you with this **PROPOSAL**. The total cost for the repairs detailed in the Proposal is **$36,625.00**.

The attached Proposal details the specific work to be completed. Additional work beyond that which is specified in this Proposal will be through separate proposal(s) and/or change order(s) detailing the additional/changed scope of work as well as the terms and pricing of the additional work. Repairs will be scheduled after a signed copy of this Proposal is received by BELFOR.

Unless noted otherwise, the customer is required to provide heat, water and electricity on-site for the duration of this project. The customer is responsible for providing continuous access to the project area during normal business hours, Monday - Friday, 8:00 am - 5:00 pm. Where an item is being replaced, we will be matching the existing item's quality, color, finish, texture or material as close as possible where applicable unless noted otherwise, there is no guaranty either specified or implied on exact matches. This estimate does not include hazardous material testing or abatement unless specifically detailed in the following estimate.

This Proposal is valid for 30 days from 9/16/2025. If you have any questions about this Proposal, please contact Eric Reinhardt to discuss those questions.

I/we agree to the terms and conditions of this Proposal.

_____ Date_____
Owner/Authorized signature

_____ Date_____
BELFOR Representative

BELFOR Property Restoration

2297 Ringwood Ave.- San Jose, CA 95131
(408) 929-3473 Tel. - (408) 929-3477 Fax.
CA License # 810553 - Federal ID # 84-1309171

40-25-ARUSD_SHEPPARD

DESCRIPTION	QTY	UNIT PRICE	TOTAL

****

The Boys & Girls bathrooms (located in the Track & Field area) have "soggy" floors due to sitting water from a roof leak. Portions of the subfloor are rotted, as well as damaged sheet vinyl. Both the subflooring and sheet vinyl will need to be replaced in the areas where the subfloor is rotted.

This Proposal is based on the removal of apprx. 6' x 10' area of flooring in both the Boys and the Girls bathrooms.

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Scope of Work included in this Proposal:

-- Detach bathroom doors (both bathrooms)
-- Detach & Reset paper towel dispenser
-- Detach & Reset wall-recessed Trash container
-- Remove 8 linear feet of FRP panels in Girls bathroom (to repair a 1'x8' section of 5/8" drywall - Fire tape only)
-- Clean and reinstall the existing FRP, (preparing it for new cove flooring)
-- Remove damaged sheet vinyl and subfloor in Boys and Girls bathrooms (up to 6' x 10' each)
-- Install blocking around the perimeter of floor openings in each bathroom (to support new subfloor)
-- Install 2" rigid Insulation, apprx. 120 sq. ft.
-- Install new 1 1/8" T&G plywood subfloor
-- Perform floor prep, including floor leveler to float out new seams, as needed
-- Weld new sheet vinyl to existing sheet vinyl (in both Bathrooms)
-- Blend seams with existing sheet vinyl
-- Install new cove stick and cove cap
-- Install new commercial door thresholds (both bathroom doors)
-- Install new door sweeps (both bathroom doors)
-- Reset ceiling tiles
-- Final Clean

.

Total Labor & Materials for all work as described above (Santa Clara PW rates)	1.00 EA @	22,450.00 =	22,450.00

Change Order - Mold

DESCRIPTION	QTY	UNIT PRICE	TOTAL

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(408) 929-3473 Tel. - (408) 929-3477 Fax.
CA License # 810553 - Federal ID # 84-1309171

CONTINUED - Change Order - Mold

DESCRIPTION	QTY	UNIT PRICE	TOTAL

****

The Boys & Girls bathrooms (located in the Track & Field area) have "soggy" floors due to sitting water from a roof leak.

The following Proposal is a Change Order due to Mold discovered inside the walls in both the Boys and Girls bathrooms. The Scope of Work included in this Proposal is described below.

****

Scope of Work included in this Change Order:

-- Detach bathroom sinks, 4 total (2 in Boys and 2 in Girls)
-- Detach FRP panels behind sinks (Boys & Girls)
-- Remove Drywall with Mold (floor to ceiling) behind sinks in both bathrooms
-- Clean / Disinfect for Mold all exposed framing materials
-- Remove and Replace 2 x 6 bottom plate in both bathrooms (due to rot)
-- Encapsulate exposed framing in both bathrooms
-- Install new moisture resistant Drywall (both bathrooms)
-- Remove adhesive from FRP panels and Re-install FRP in both bathrooms
-- Re-install sinks (4) in both bathrooms, and re-connect supply lines and DWV

Total Labor & Materials for all work as described above (Santa Clara PW rates)	1.00 EA @	9,720.00 =	9,720.00

Change Order - Plumbing

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Plumbing Repairs: Identify and Repair leaks (along the exposed wall)	1.00 EA @	2,025.00 =	2,025.00
Replace bathroom water heater	1.00 EA @	2,430.00 =	2,430.00

BELFOR Property Restoration

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(408) 929-3473 Tel. - (408) 929-3477 Fax.
CA License # 810553 - Federal ID # 84-1309171

Summary for Dwelling

Line Item Total	36,625.00
Replacement Cost Value	**$36,625.00**
Net Claim	**$36,625.00**

Eric Reinhardt

Docusign Envelope ID: 10CA8817-EE84-4FC3-80BD-453FF570CBF7

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **C.B. Tint, Inc.**

VENDOR NO: 301679

ADDRESS: **1665 Westmont Avenue, Campbell, CA 95008**

TELEPHONE NUMBER: **(408) 210-1981**

FAX NUMBER: **(408) 370-7748**

TAX ID NUMBER: **86-2531789**

E-Mail: jennifer@cbtint.net

BOARD APPROVAL DATE: December 18, 2025

CONTRACT TERM: From: December 19, 2025 – June 30, 2026

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

A. One-line description for the Governing Board report: **Install window tinted at Ocala DCP Building and at Alum Rock Union School District, Building 1000.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$7,789.53

Program Manager/Principal _____ **Date:** 12.10.25

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 12.10.25
Accountant

Director of Fiscal Services _____ **Date:** 12/10/25

Asst Supt, Bus Services _____ **Date:** 12/10/25

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 (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $7,789.53 (NTE) FY: 2025-2026

ESTIMATE-PROPOSAL

Estimate Date: 11/14/2025

Installation Date: _____

Name: Alum Rock School District

Address: 2930 Gay Ave.

City/State/Zip: San Jose, Ca. 95127

Phone Day: 408-687-0826 Phone Eve.: _____

Dealer: **Contractor's Lic # 928683**

CB Tint
1665 Westmont Avenue
Campbell, CA 95008

408-210-1981 ph 408-370-7748 fax

Directions to job site:

Warranty Term:

- ☐ Lifetime Residential
- ☐ 10 Year Commercial
- ☐ 5 Year
- ☐ 7 Year
- ☐ 10 Year

This estimate-proposal is **not** a warranty certificate. A warranty certificate will be issued when the installation is completed. Ask your independent LLumar® dealer for warranty coverage details specific to your application.

Frame Type

1 - Wood
2 - Steel
3 - Aluminum
4 - Vinyl
5 - Rubber Gasket
6 - Other

Glass Type

A - Annealed
B - Heated Strengthened
C - Tempered
D - Laminated

Window Type

A - Clear Single Pane
B - Tinted Single Pane
C - Clear Dual Pane
D - Tinted Dual Pane
E - Clear Triple Pane
F - Low-E Dual Pane

Room	Exposure	Frame/Glass Type	Window Type	Film	Lot Number	# of W.	W x H	Total Sq.Ft.	Price	Total
Int	N/A	3C	A	Lluamr	NRMPS2	5		~50		4925.28**
Int	W/N/E	3D	D	Llumar	RN07	26		~300		
Alt-1	W/N/E	3D	D	Llumar	RN07	21		~130		1794.58**
Int	TBD	3C	C	Lluamr	RN07	3		~50		1069.67***

Notes: **Ocala Steam Academy - 2888 Ocala Ave, San Jose, Ca. 95148

NO WARRANTY - Glass has seal failure indicators currently - 2930 Gay Ave. Bldg. 1000

Subtotal	7789.53
Tax	-
Total	7789.53
Deposit	3894.77
Balance Due	3894.76

Acceptance: This estimate-proposal shall constitute a contract only when signed by both parties. This estimate-proposal may be withdrawn at the option of the dealer if not accepted within a period of **90 days** from the issuance date. Only fully paid contracts will activate warranty coverage.

Payment in full at installation completion is understood and accepted as the payment term unless otherwise noted.

Customer Signature: _____ **Dealer Signature:** _____ **Date:** 12-9-25

Docusign Envelope ID: 7E3E5C78-80B3-4EAF-95BA-4AF90C3451AC

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Social Emotional Learning (School/Dept.) VENDOR NO. 301484

Submitted by: Julieta Flores, Coordinator

☐ **Independent Contract** ☐ **MOU**

☑ Master Contract

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

Name of Individual/Company: The Town Project (TTP)

Address: PO Box 4055 City: Vallejo State: CA Zip: 94590

Phone: (415) 570-8309 Email Address: sherry@thetownproject.org

SSN: _____ or Fed I.D. #: 85-3506346

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on December 19, 2025, and will diligently perform as required and complete performance by June 30, 2027, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
The Town Project will provide professional development, restorative justice training, coaching, and related consulting services to support the District's ongoing effort to cultivate inclusive, trauma-informed, and restorative school communities.

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:** $16,400 (describe rate agreement) District training (eight 3-hour in-person workshops for 5 participants + travel fees)

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	6332	0	5815	00	1110	3110	000070	061	6332	$16,400	1/18/25

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

The Town Project

DISTRICT-WIDE MASTER ENGAGEMENT

1. Parties:
This District-Wide Engagement Letter ("Agreement") is entered into between **The Town Project (TTP)**, PO Box 4055, Vallejo, CA 94590, and **Alum Rock Unified School District** ("District"), 2930 Gay Ave, San Jose, CA 95127, on behalf of the District and its participating school sites.

2. Purpose:
The purpose of this Agreement is to establish the terms under which **The Town Project (TTP)** will provide **professional development, restorative justice training, coaching, and related consulting services** to support the District's ongoing efforts to cultivate inclusive, trauma-informed, and restorative school communities.

This District-Wide Master Contract creates an umbrella partnership between TTP and the District through which specific services may be requested and authorized as outlined in Section 3 or in future addenda.

This Agreement shall start December 19, 2025 remain in effect through **June 30, 2027**, unless extended or terminated in writing by either party.

3. Description of the Services to be Provided:

District Training:

Services	Month/ Year	Fee	Price
Eight 3-hour In-Person District Workshops for 5 Participants	TBD- Winter 2026	$1700 x 8 sessions	$13, 600
Travel Fees		8 x $350 per session	$2800
Total			$16,400

A detailed outline of all workshops selected by the District is available in ***Attachment A***

The Town Project

Menu of Restorative School Services:

Services	Fees
<u>Restorative Community Building Staff Support/ Mediation</u> **-Staff Intake Survey Creation**	$600
-Individual Interviews with Staff/ Leadership (if warranted)	$250 per hour
-Survey Analysis and Assessment	$350 per hour (typically 2 hours)
-Share Summary Report /Recommendations with Leadership Team	$250 per hour
-Impact Circle: 2 hour in person Circle with staff to reflect on key themes and issues identified in the survey.* ***Follow-Up Recommendations:** Based on the outcomes of the Impact Circle, facilitator(s) may recommend additional circle work or other restorative engagements (i.e. coaching or training) with staff to further address emerging needs and strengthen community cohesion.	$2000 per circle (Depending on the assessment outcomes 1 to 3 circles are recommended).
<u>Leadership Support</u> **1.5 hour Visioning Activity to create school wide Restorative Justice Vision Statement**	$1500 (discounted $900)
-3 One hour Tier 2 Leadership Coaching sessions with Leadership Team for to 5 staff 1st Session in person: Visioning Activity; Remaining 2 sessions Remote	$1500 per session
-3 to 10 hours of Individual Leadership Coaching to support SMART goals implementation	$250 per hour

Staff Support **1 Three hour Intro Restorative Justice Training: Tier 1 or 2 Staff Training** In person for up to 15 staff **2 Two hour Restorative Justice Training: Tier 1 or 2** In person for up to 15 staff In-Person **1 End of the Year All Staff Closing Circle- 2 hours** Note: The selection of Tier 1 or Tier 2 content for each site will be guided by the results of the Restorative Justice School Assessment Survey. This assessment is included as part of the contract at no extra cost to the school site.	$2600 per session $2300 per session $2000
Restorative Practices Coaching Clinic* -4-hour on-site visit by a TTP coach (3 hours of on site engagements and an hour for transitions- signing in, transition between classes, signing out, etc.) • On-site engagements may include ▪ Class session observations ▪ Co-facilitated community circles ▪ In class circle demonstrations ▪ Restorative Intervention administrative support (up to 1 hour) • Includes follow-up debriefs/coaching sessions *For optimal results, The Town Project recommends a 6-week coaching cycle, with one visit per week to support consistency, classroom application, and staff capacity-building.	$3000 per site visit
Family/ Parent Support	

1 Two hour Parent Engagement Bilingual Workshop (Spanish/English) for up to 15 people in person Two Facilitators /Bilingual Presentation	$2900
Travel Fees	$350 per event per facilitator

Note: Rates listed above reflect the 2025–26 fiscal year. Standard annual adjustments may apply beginning July 1, 2026

Some form of leadership coaching is required for all participating school sites to support consistent implementation and ensure alignment with districtwide goals. Other services may be added based on identified site needs.

4. Future Addenda and School Site Agreements

This Agreement serves as a **District-Wide Master Contract**. Individual school sites or departments within the District may participate or request additional services by completing a Service Addendum specifying the scope, dates, and fees for those services. Each approved addendum will automatically become part of this Agreement upon execution by both parties and will remain subject to its terms and conditions.

5. Rights to Training Materials:

The parties agree that TTP owns and retains all rights and licenses to training and facilitation materials and content provided by TTP. Training Materials are licensed to Trainee for Trainee's internal use and may not be modified, copied or reproduced, in whole or in part, without the express written permission of TTP.

6. Payment:

To confirm service dates and initiate planning, the Client will be invoiced for **50% of the total contract amount** upon execution of this Agreement or upon scheduling confirmation. This initial payment functions as a **scheduling deposit** and will be applied toward the total cost of services.

The **remaining 50% balance** will be invoiced **the day following the first service delivery** and is payable within fifteen (15) calendar days.

If a district's purchasing or fiscal policy prohibits advance deposits, an alternative invoicing schedule will be mutually agreed upon in writing prior to scheduling.

Payments are subject to the cancellation terms outlined in Section 7 of this Agreement.

7. Cancellation:

a. TTP reserves the right to cancel the facilitation with fourteen days written notice. TTP and Trainee will mutually agree on a rescheduled date and time for the training.

b. Either party may cancel or postpone the training due to emergency, as determined by TTP. TTP and Trainee will mutually agree on a rescheduled date and time for the training.

c. Client may terminate Training at any time, provided however, Client's refund (or amount still due, as applicable) will be determined as follows::

i) 28 days before the first training, the fee will be refunded minus a $50 processing fee

ii) 14-27 days before the first training, 60% of fee will be refunded

iii) 2 weeks (1-13 days) before the first training, 50% of the fee will refunded

8. Communication & Coordination

To ensure a successful and collaborative partnership, the District agrees to designate a primary point of contact to coordinate with The Town Project regarding scheduling, logistics, and communication.

This designated staff member is expected to:

i) Respond to emails or phone calls from The Town Project within **three (3) business days**.

ii) Actively collaborate to confirm and coordinate service dates in a timely manner.

We view communication as a shared responsibility essential to building trust and ensuring all stakeholders receive the full benefit of this partnership. If prolonged delays in communication impact scheduling or implementation, **sessions may be forfeited and not rescheduled**, depending on practitioner availability.

9. **Service Delivery: Scheduling and Responsibility for Service Delivery**

The client shall be responsible for responding to all requests to schedule service delivery, including professional development trainings, coaching clinics and coaching sessions. The client must respond to scheduling requests within 10 business days of receiving the request. If the client fails to respond to scheduling requests within the specified timeframe, it shall forfeit the right to the unscheduled services. In the event of forfeiture due to non-response, the client will not be reimbursed or credited for the value of the forfeited services.

10. Use of Client Feedback

The client agrees to provide feedback through evaluations upon completion of services. The client acknowledges and agrees that their feedback may be used by the Town Project as endorsements in promotional materials, reports, and other publications. The client has the right to opt-out of having their feedback used for endorsements by notifying the Town Project in writing at any time.

11. TTP Mailing List/Website/ Use of Training Photos:

The Town Project (TTP) maintains a mailing list of current and past clients to share upcoming trainings, events, and educational resources. Clients are automatically added unless they request otherwise in writing.

TTP reserves the right to take photographs or short video clips during training sessions and events provided to the Client. These materials may be used on TTP's website, in promotional or educational materials, and in reports to funders.

Individual participants and districts have the right to **opt out** of having their photos or identifying information used by notifying TTP in writing at any time. TTP agrees to avoid any use that misrepresents, distorts, or discloses confidential content shared during sessions.

12. Client List

Client agrees that TTP may identify them as a client of TTP and utilize Client's name and logo to that effect in promotional materials and TTP's website.

13. This Letter is governed by and construed in accordance with the laws of the state of California (excluding its conflicts of laws provisions). Nothing in this Letter is intended to confer any benefit, right, or remedy upon any person other than the parties to this Letter. If any provision of this Letter is found to be unenforceable, that provision will be severed, and the remainder of this Letter will continue in full force and effect. Any term of this Letter may be amended or waived only with the written consent of the parties. Neither party may assign, delegate, or otherwise transfer its rights under this Letter without the prior written consent of the other party, except that TTP may assign this Letter to its successors. This Letter constitutes the entire agreement between the parties with respect to this subject matter of this Letter. This Letter may be executed in separate counterparts, which may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or other applicable US law), or other transmission method and any counterpart so delivered shall be binding and effective for all purposes. All notices shall be sent to the address identified below with a copy to email. Notices are considered received 5 days after mailing.

The Parties to this Letter have caused their duly authorized representatives to execute and bind the Parties below.

Sandra Garcia, Interim Superintendent

Date

Dr. Sherry Congrave Wilson
Executive Director, The Town Project

November 14, 2025

Date

DocuSign Envelope ID: 38CB8A4C-BC6B-41A2-B214-B40CF9B9F63C

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Support Services (School/Dept.) VENDOR NO. 021833

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: Children's Musical Theater San Jose (CMT)

Address: 1545 Parkmoor Ave City: San Jose State: CA Zip: 95128

Phone: (408) 288-5437 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on April 6, 2026, and will diligently perform as required and complete performance by April 10, 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").
CMT will provide services to 40 ARUSD students from TK-5th grade, during the Spring Break Intersession. Students will engage in a 5-day camp offering classes in Voice, Acting, Dance, Stage crafts, and specialty classes taught by professional CMT artists and instructors.

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:** $10,000.00 (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
060	2600	0	5815	00	1110	1000	020300	360	7392	$10,000.00	11/20/25
											11/24/25

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

CMT SAN JOSE
Season 58 2025 2026

SCOPE OF WORK

DESCRIPTION OF SERVICES

CMT San Jose welcomes Alum Rock students to its Creative Arts Center for a week filled with imagination and creativity, immersed in the performing arts. CMT San Jose offers an exciting camp program with comprehensive theater training that promises to be engaging, challenging, and inspiring. CMT recognizes each child's talent and gives him or her the necessary building blocks to grow as a performer.

Students will engage in a 5-day camp offering classes in Voice, Acting, Dance, Stage Crafts, and specialty classes taught by professional CMT artists and instructors. CMT's programs offer a comprehensive introduction to theater where each child is celebrated as unique!

On Day 5 of the camp, students will have a chance to showcase their hard work and new skills in a short recital performed at our Creative Arts Center, where parents, guardians, and educators can watch and enjoy all the hard work that they have put forth over the week.

CMT will serve 3 groups of students. 2 groups of 15 for grades 1st-5th for a full day and 1 group of 10 for grades Tk-K for a half day.

COST AND DURATION

Camp Dates: Apri 6-10, 2026 from 9am until 3pm.
All students must bring a lunch, hot lunch is not available. No glass bottles, please! We advise bringing packed lunches that do not need to be refrigerated or heated, as there is no refrigerator or microwave available for student use. Water fountains are available, and we encourage students to drink water throughout the day. Please note, due to many severe and life-threatening allergies, Camp CMT is a NUT-FREE ZONE - Do not pack nut products of any kind in your child's lunch or snack!

Costs: $250 per camper (Assuming 40 Campers) – this includes a camp T-Shirt.

Total: $10,000

ARUSD portion to be paid: $10,000 & $250/Camper for any additional.

CMT SAN JOSE
1545 Parkmoor Ave.
San Jose, Ca. 95128

408.288.5437
www.cmtsj.org

CMT SAN JOSE
Season 58 2025 2026

TERMS AND CONDITIONS

ARUSD will work directly with CMT San Jose to plan and execute Spring Break camp experience. CMT Is working to hire staff for the camp and strives to have no more than 15 students per instructor to keep instruction personal and individual. CMT needs confirmation from ARUSD about camp approval no later than Monday, March 1 by 5pm in order to facilitate staffing. If confirmation is not approved, CMT will require a cancellation fee of $2,000 to cover planning costs and cancellation of teaching artists.

ABOUT CMT

Now in its 58th season, CMT San Jose trains and educates today's youth through musical theater to set and achieve high artistic and personal goals, and to inspire them to become exemplary artists, patrons, and citizens of tomorrow. Inclusiveness and quality are the touchstones of CMT's vision. As a nationally acclaimed theater organization and the oldest performing arts organization in San Jose, CMT remains dedicated to providing the highest possible caliber of musical and theatrical training to children from ages 4 to 20, spanning all abilities. We stand behind our promise never turn a child away, regardless of financial or physical limitations. CMT is committed to serving its culturally diverse region through an equitable lens, promoting systemic change both in our organizational operations and in our community to help eliminate racial bias.

CMT SAN JOSE
1545 Parkmoor Ave.
San Jose, Ca. 95128

408.288.5437
www.cmtsj.org

Docusign Envelope ID: 84E7BA3A-682E-4B2C-BABA-7E290CBC6001

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Support Services (School/Dept.) VENDOR NO. _____

Submitted by: Dr. Kiela Jimenez

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: The City Peace Project

Address: PO Box 36014 City: San Jose State: CA Zip: 95158

Phone: (415) 583-4365 Email Address: Solomon@TCPP.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on December 19, 2025, and will diligently perform as required and complete performance by May 31, 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").

The City Peace Project will provide structured, supervised programming during the hour before school begins at Ocala, Sheppard and Renaissance at Mathson.

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:** $45,000.00 (describe rate agreement) not to exceed

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	1110	1000	020200	360	7392	$45,000.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

the CITY PEACE PROJECT

PO Box 36014
San Jose, CA 95158
Email: Solomon@TCPP.org
TheCityPeaceProject.org

The City Peace Project: Scope of Services — ARUSD Before School Engagement
Ocala STEAM Academy, William Sheppard Middle School, Renaissance Academy @ Mathson

Mission Statement:

The City Peace Project's mission is to mentor & advocate for students to help them know their value so that they can be at peace with themselves and with others.

Our team directly intervenes in the lives of students struggling with truancy, inappropriate habits on campus, and other behavior-related issues. Our goal is to re-engage with these identified students and encourage consistency, growth, and a sense of community in order to see improvement in attendance, punctuality, active class engagement, and behavioral self-management on campus and at home.

Before School Engagement:

The City Peace Project will provide structured, supervised programming during the hour before school begins on all contracted days. Staff will engage early-arriving students in a designated space on campus through **wellness-based activities, interactive SEL exercises, and relationship-building** to promote a positive and focused start to the day. From **7:30 AM to 8:30 AM**, mentors will create a welcoming environment where students can connect, prepare mentally for class, and receive individual encouragement or redirection when needed. The focus is on **readiness, belonging, and emotional regulation** before the academic day begins.

- **Community-Based Mentorship**
  TCPP mentors, trained in restorative and trauma-informed practices, will serve as positive role models, helping students navigate challenges, build confidence, and strengthen peer and adult relationships on campus. The emphasis is on preventive support, reducing behavioral issues that can arise from unstructured or unsupported morning time.

- **Peacebuilding & SEL Enrichment**
  Mentors will facilitate brief Peace Pauses and SEL-based activities designed to build communication, mindfulness, and emotional regulation. These activities ground students before class and foster the habits of self-awareness and empathy that contribute to a healthy school culture.

- **Staff Collaboration**
  TCPP will collaborate with site administrators, counselors, and attendance teams to identify students who benefit from early-morning engagement and consistent mentoring. Ongoing communication ensures services align with each school's goals and help maintain a peaceful, supportive campus climate.

Duration:

- December 19, 2025 - May 31, 2026 (6 months)

Pricing (for all 3 schools):

- 2 staff, 1 hour per day, 5 days per week, on 3 campuses: **$7,200 per month** (overall total: not to exceed $45,000)

12.11

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 9, 2025

Subject: **Current Enrollment.**

Fiscal Impact: **Yes**

Budgeted: **Yes**

Budget Source: **Not Applicable**

Information Only

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

Information Only

13.11
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Master Enrollment

as of Dec 5, 2025 4:00:22 PM

School	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	45	53	66	53	52	48	61	51	59	50	**538**	0	538	0	538
Adelante 2 K-8	27	52	45	44	47	46	52	49	39	31	**432**	0	432	0	432
Aptitud ES	40	57	65	53	64	74	74	0	0	0	**427**	35	462	0	462
Hubbard ES	33	64	69	76	74	88	71	0	0	0	**475**	27	502	0	502
Linda Vista ES	30	68	70	87	85	98	95	0	0	0	**533**	44	577	0	577
LUCHA ES	8	32	30	35	36	32	31	0	0	0	**204**	1	205	12	217
Lyndale ES	21	40	47	37	52	54	45	0	0	0	**296**	2	298	25	323
McCollam ES	29	36	41	53	48	53	57	0	0	0	**317**	34	351	0	351
Painter ES	71	72	57	66	50	56	49	0	0	0	**421**	20	441	0	441
Russo McEntee ES	24	49	35	49	50	51	48	0	0	0	**306**	40	346	0	346
Ryan ES	27	24	33	31	22	44	42	0	0	0	**223**	31	254	0	254
San Antonio ES	32	41	44	55	58	49	50	0	0	0	**329**	0	329	5	334
Ocala MS	0	0	0	0	0	0	0	208	215	300	**723**	11	734	0	734
Renaissance 2 MS	0	0	0	0	0	0	0	159	152	160	**471**	29	500	0	500
Sheppard MS	0	0	0	0	0	0	0	257	255	250	**762**	20	782	0	782
Home/Hosp	0	0	0	0	0	0	0	1	0	1	**2**	0	2	0	2
	387	**588**	**602**	**639**	**638**	**693**	**675**	**725**	**720**	**792**	**6459**	**294**	**6753**	**42**	**6795**