

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES



**Regular Board Meeting
August 13, 2020**



**Thursday, August 13, 2020
REGULAR BOARD MEETING AGENDA**

Type: REGULAR BOARD MEETING AMENDED AGENDA

Time: 5:30 p.m.

Code: Regular #2-20/21

PURSUANT TO GOVERNOR GAVIN NEWSOM'S EXECUTIVE ORDERS NOS. N-29-20 AND N-33-20, AND IN ORDER TO NOT PREVENT, HINDER, OR DELAY APPROPRIATE ACTIONS TO PREVENT AND MITIGATE THE EFFECTS OF THE COVID-19 PANDEMIC, THE August 13, 2020, REGULAR BOARD MEETING WILL BE CONDUCTED EXCLUSIVELY VIA CONFERENCE TELEPHONE AND THROUGH "ZOOM" VIDEO CONFERENCING. THE DISTRICT OFFICE AND BOARD ROOM WILL NOT BE OPEN AND AVAILABLE FOR THE PUBLIC TO ATTEND AND PARTICIPATE IN THE BOARD MEETING AT THE DISTRICT OFFICE. MEMBERS OF THE PUBLIC MAY PARTICIPATE AND COMMENT IN OPEN SESSION THROUGH THE FOLLOWING MEANS:

1. Zoom - Live Board Meeting and use "Raise Hand" function to request opportunity to make a comments.

2. THE ZOOM MEETING CAN BE ACCESSED AS FOLLOWS:

Join Zoom Meeting <https://zoom.us/j/98310630495>

One tap mobile

+4086380968, Meeting ID:98310630495# US (San Jose)

+16699006833, Meeting ID:98310630495# US (San Jose)

Zoom Spanish Interpretation available- Zoom Instructions link www.arusd.org/zoomesp. If you call in you will not be able to access this function.

THE MEETING MAY ALSO BE VIEWED THROUGH LIVE STREAM AS FOLLOWS:

1. Live stream Youtube English Channel "AlumRock TV"

<https://www.arusd.org/alumrocktv>

2. Live stream - Youtube Spanish Channel

<https://arusd.org/alumrocktvesp>

In compliance with the Americans with Disabilities Act and Executive Order N-29-20, if you need Special Assistance, Disability-Related modifications or accommodation, including auxiliary aids or services, in order to participate in the Regular Board Meeting of the Board of Trustees, please contact the office of the District Superintendent at (408) 928-6822 or by email at maribel.carrillo@arusd.org immediately and the district will make reasonable arrangements to ensure accommodation and electronic accessibility to this meeting.

1. OPEN SESSION - CALL TO ORDER AND ROLL CALL

1.01 CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE -- BOARD PRESIDENT ERNESTO BEJARANO.

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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.

2. SPECIAL PRESENTATION-DISCUSSION, CONSIDERATION AND ACTION.

2.01 Seal of Biliteracy Achievement Awards - Student Recognition (Information Only).

2.02 SUMMER EXTENDED YEAR PROGRAM, 2020; Summary and Highlights (Information Only).

3. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

3.01 REQUESTS TO ADDRESS THE BOARD provides members of the public an opportunity to speak to the Board about any matter under the jurisdiction of the Board and not otherwise on the agenda. Those who wish to address specific agenda items will have an opportunity to do so when that agenda item is introduced and presented during this meeting. Individuals wishing to speak are requested to submit a comment or request for comment as specified above. There is a two-minute time limit for each speaker. The Board will automatically refer to staff any formal written requests that are brought before them at this time. Written matters may be placed on a future meeting.

4. COMMENTS AND COMMUNICATION

4.01 Teamsters.

4.02 California School Employee's Association (CSEA).

4.03 Alum Rock Administrator's Association (ARAA).

4.04 Alum Rock Educator's Association (AREA).

4.05 Superintendent.

4.06 Board of Trustees/Communications/Comments.

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

5.01 Approve City of San Jose ASES Contract for the 2020-2021 SY. Provide homework assistance on-site or virtually in the following: science, technology, art/math enrichment, nutrition, and organized physical activities at Lyndale Elementary School, State & Federal, \$123,045.

5.02 Approve YMCA TK/Kinder Contract for the 2020-2021 SY. This program will offer English Language Arts & Math support programs at eight (8) elementary schools: Aptitud, Cassell, Chavez, Cureton, Dorsa, L.U.C.H.A., Adelante II & San Antonio, State & Federal, \$354,000.

5.03 Approve the Think Together ASES Contract for the 2020-2021 SY. Provide after school homework assistance support either on-site or virtually in the following subjects: science, technology, art/math enrichment, nutrition and organized physical activities to: Adelante, Hubbard, Linda Vista, McCollam, Russo/McEntee and Painter, State & Federal, \$860,231.

5.04 Approve the Maxim Healthcare Staffing Services Contract for the 2020-2021 SY. Provide daily medical assistance for students with medical needs, Special Ed, \$217,800.

5.05 Approve the Think Together TK/Kinder Contract for 2020-2021 SY. Provide TK/K Academy extended support in ELA and Math at: Meyer, Ryan, Lyndale, Adelante, Linda Vista, McCollam, Painter, Hubbard & Russo/McEntee 4 hrs per day/Monday – Friday, State & Federal, \$203,893.20.

5.06 Approve the YMCA Silicon Valley (East Valley Branch) ASES Contract for the 2020-2021 SY. Provide on-site or virtual support during/after school for the following: home assistance, science, technology, art/math enrichment, nutrition and organized physical activities at LUCHA and Adelante II, State & Federal, \$254,381.

5.07 Approve MOU with the County of Santa Clara Department of Behavioral Health Services for the 2020-2021 SY. School Linked Services Coordinators and School Counselor Interns support ARUSD families socially, emotionally, and with academic success, Student Services, \$100,000.

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.)

6.01 Approve CSBA Membership Dues, Period from July 1, 2020 through June 30, 2021, \$13,870.00. Dues not processed before September 15, 2020 will result in a disruption of services.

6.02 Approve CSBA Educational Legal Alliance (ELA) Membership Dues, Period from July 1, 2020 through June 30, 2021, \$3,468.00. Due not processed before September 15, 2020 will result in a disruption of services.

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6.05 Approve Board Policy 4119.24/4219.24/4319.24, Maintaining Appropriate Adult-Student Interactions – Second Reading.

6.06 Approve Board Policy 5125, Student Records – Second Reading.

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6.08 Board Policy 1312.3, Uniform Complaint Procedures – First Reading (Information Only).

6.09 Approve Board Policy 0450, Comprehensive Safety Plan – Third Reading.

6.10 Board Policy 3580, District Records – First Reading (Information Only).

6.11 Approve Amended Administrative Regulation 3515 (Campus Security)-submitted by Board Vice President Corina Herrera-Loera.

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

7.01 Solar Energy in Alum Rock Update (Information Only)- submitted by Board President Ernesto Bejarano.

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

8.01 Approve 45-Day Budget Revision.

8.02 Approve Delegation of Authority to Approve Bids and Award Contracts for Facilities Improvements in the Event of any Unforeseen Urgent Need District Wide.

8.03 Approve Citizen's Bond Oversight Committee (CBOC) Appointment.

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9.02 Approve Consolidated Application and Reporting System (CARS) 2018-19/2019-20 Reporting and 2020-2021 Application for funding.

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

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11.01 Approve Board Meeting Minutes for the following dates:(1) May 14, 2020, Regular Board Meeting (2) May 14, 2020, Special Board Meeting and (3) May 24, 2020, Special Board Meeting.

11.02 Approve Acceptance of Donations.

11.03 Approve Acceptance of Vendor & Payroll Warrants.

11.04 Approve Acceptance of Grants/Awards Notification.

11.05 Approve Adoption of Piggybackable Contracts for Equipment, Materials, Supplies, and Services (non-construction services).

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11.07 Approve Resolution No. 07-20/21 Education/State & Local Government Purchase Agreement Piggyback for Apple Products, Services, and Related Items, Bid # P-13 18/19

11.08 Approve California State Preschool Program (CSPP) Contract CSPP-0559.

11.09 Approve THINK Together Designation of California State Preschool Program (CSPP) Facility Responsibility-Adelante I.

11.10 Approve THINK Together Designation of California State Preschool Program (CSPP) Facility Responsibility-Adelante II.

11.11 Approve/Ratify Notices of Employment and Changes of Status/August 13, 2020/Human Resources Department.

11.12 Approve Contracts for Professional Services -Firms/Organizations.

11.13 Approve Memorandum(s) of Understanding.

11.14 Approve Resolution No. 06-20/21 Inventory Disposal.

12. CLOSED SESSION

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

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

12.03 CONFERENCE WITH LEGAL COUNSEL-- ANTICIPATED LITIGATION Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: Four (4) potential cases.

12.04 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: CSEA (California School Employees Association); District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; (2) Carlos Moran, Assistant Superintendent, Human Resources and (3) Jess Serna, Lead Negotiator.

12.05 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: AREA (Alum Rock Educators Association); District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; (2) Carlos Moran, Assistant Superintendent, Human Resources and (3) Jess Serna, Lead Negotiator.

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12.07 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: (1) Elementary Principal; and (2) Coordinator, VAPA, PE & Sports Programs.

12.08 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957): Superintendent.

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13.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

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15. FUTURE BOARD AGENDA REQUESTS

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16. ADJOURNMENT

16.01 President adjourns the meeting.

17. NEXT MEETING(S)

17.01 September 10, 2020 (2020-21 School Year).



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17. NEXT MEETING(S)

17.01 September 10, 2020 (2020-21 School Year).

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: July 9, 2020


Subject: Seal of Biliteracy Achievement Awards
Student Recognition

Staff Analysis: The Seal of Biliteracy is an award given to students that meet strict and rigorous criteria and show proficiency skills in two languages. Alum Rock Union School District students on the path of bilingualism are recognized in both 5th and 8th grade for maintaining high linguistic proficiency in both Spanish and English.

Recognition Only

Submitted by: Brittany Rykels 

Title: Coordinator, Academic Services

Approved by: Rene Sanchez 

Title: Assistant Superintendent, Instructional Services

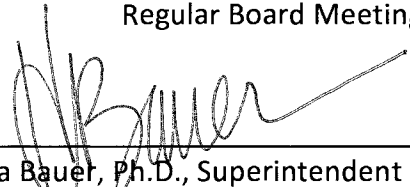
To the Board of Trustees:

Meeting: August 13, 2020
Regular Board Meeting

Recognition Only

2.01

Agenda Placement

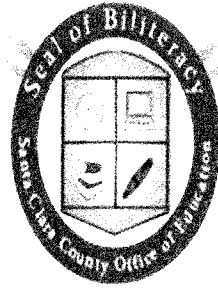


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



**Adelante Middle School
Eighth Grade**

Llanto, Arlene Gizel

Villalobos Heredia, Jocriss Adolfo

Sanchez Morfin, Betzy

Zarate, Nahiely

Flores, Leilani Castellano

Beltran Contreras, Giselle

Medina Ramos, Eric

Escobar, Franchesca Margarita

Gonzalez, Melanie Lizette

Hernandez Pantoja, Elizabeth

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

2.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: **July 30, 2020**

**Subject: SUMMER EXTENDED YEAR PROGRAM, 2020
Summary and Highlights**

Presentation/Information Only

Submitted by: Barbara Campbell *BC*

Title: Director, Academic Services

Approved by: Rene Sanchez *R.S.*

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: August 13, 2020
Regular Board Meeting

Presentation/Information Only

2.02
Agenda Placement

H. Bauer
Hilaria Bauer, Ph.D, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

5.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES


To the Board of Trustees:

Date: July 23, 2020


Subject: City of San Jose ASES Contract for 2020-2021

Staff Analysis: City of San Jose Recreation & Neighborhood Services will deliver on-site or virtual services during 2020-2021 school year. Provider will render during/after school support for homework assistance, science, technology, art/math enrichment, nutrition and organized physical activities to Lyndale Elementary School.

Recommendation: Staff recommends the board approve the contract with the City of San Jose for after school services for the 2020-2021 School Year. Cost of contract is \$123,045.00.

Submitted by: Sandra Garcia 

Title: Director of State & Federal Programs

Approved by: Rene Sanchez 

Title: Assistant Superintendent, Instructional Services

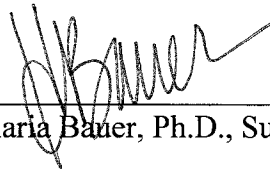
To the Board of Trustees:

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Recommended Approval

5.07

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: State & Federal Department (School/Dept.)

VENDOR NO. _____

PROGRAM MANAGER: Sandra Garcia

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

Name of Individual/Company: City of San Jose Recreation & Neighborhood Services

Address: 200 E Santa Clara Street City: San Jose State: CA Zip: 95113

Phone: (408) 535-3576 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021

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

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

City of San Jose Recreation & Neighborhood Services will deliver flexibility of services (remote or virtual) during 2020-2021 school year. Provider will render during/after school support for homework assistance, science, technology, art/math enrichment, nutrition and organized physical activities to Lyndale elementary school.

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

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

☒ b. **Other:** \$123,045.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
06	360	13860	5815	123,045.00	ASES	<u>12 7/24/2020</u>
060-	6010-0-5815-	00-1110-1000-	00000-	360-1386	ASES	

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

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

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

5.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Date: July 20, 2020

Subject: YMCA TK/Kinder contract for 2020-2021

Staff Analysis: YMCA will offer TK/Kinder Academy program at eight (8) elementary school sites for TK/K students at Aptitud, Cassell, Chavez, Cureton, Dorsa, L.U.C.H.A., Adelante II & San Antonio. The programs offer English Language Arts & Math support. Provider will deliver flexibility of services virtual or on-site during 2020-2021 school year.

Recommendation: Staff recommends the board approve the contract with the YMCA TK/Kinder Academy program services for the 2020-2021 School Year. Cost of contract is \$354,000.00.

Submitted by: IMEE ALMAZAN FOR SANDRA GARCIA

Title: Director of State & Federal Programs

Approved by: Rene Sanchez

Sandra Garcia

Rene Sanchez

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: August 13, 2020

Recommended Approval

5.02

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
 FROM: State & Federal Dept. (School/Dept.) VENDOR NO. _____
 PROGRAM MANAGER: Sandra Garcia

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

Name of Individual/Company: YMCA of Silicon Valley TK/Kinder
 Address: 80 Saratoga Avenue City: Santa Clara State: CA Zip: 95051
 Phone: (408) 713-6533 Email Address: _____
 SSN: _____ or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021
 3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

YMCA will offer TK/K Academy programs at eight (8) elementary school sites for TK/K students at Aptitud, Cassell, Chavez, Cureton, Dorsa, LUCHA, Adelante II & San Antonio. The programs offer ELA & Math support. Provider will deliver flexibility of services during 2020-2021 school year.

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

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

☒ b. **Other:** \$ 354,000.00 (describe rate agreement) Not to exceed \$354,000.00

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS-OFC
03	360	5050-0	5815	354,000.00	TK/K	
010-	0000-0-5815	00-1110-1000-	000000-	360-5050		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of this 20th day of July, 2020 ("Effective Date"), between the YMCA of Silicon Valley ("CONTRACTOR"), a California non-profit 501(c)3 corporation located at 80 Saratoga Ave., Santa Clara, CA 95051 and Alum Rock School District ("Lead Education Agency or LEA"), a California non-profit public benefit corporation.

I. RECITALS

The YMCA of Silicon Valley ("CONTRACTOR") wishes, in accordance with the requirements of ASES, to operate in person or virtually an Education, Enrichment and Recreation before and afterschool programs for TK and K ("Program"). Programming will begin at three schools. The School District will determine the schools. Based on the Districts permission we will add on additional sites accordingly, not to exceed the total contracted amount.

LEA is authorized to enter into agreement on behalf of Alum Rock School District.

This MOU is for a maximum of \$354,000.

LEA and Contractor (individually a "Party" and collectively the "Parties") agree to the following:

II. RESPONSIBILITIES:

LEA will:

1. Assist Contractor with the promotion of the Program, the identification of students for targeted enrollment and the engagement of principals at identified schools;
2. Provide student performance data results and other student data information including attendance and baseline data from previous year in a timely manner;
3. Provide facilities and all collateral expense (e.g. janitorial, utilities, space);
4. Recruit a teacher liaison for the Program at each Program site; and

5. Ensure on-line access and City Span access, at the school site to enable the Site Coordinator to post attendance records daily.
6. Provide a nutritious daily snack/supper (meeting USDA guidelines). LEA currently uses the Federal Food Program to provide the snack/supper. LEA will be responsible for the full administration of the program including ordering the food, managing the food vendor contract, managing the service process, and submitting claims with the state.

Contractor will:

1. Operate and carry out the Program for four hours per school day (at schools listed above) excluding school holidays;
2. Provide a site coordinator, and any additional staff required to meet the 1:10 staff-to-participant ratio. Contractor shall submit a staffing plan (the "Plan") to LEA for all employees and volunteers at each program site as requested. The Plan shall include names, job titles, and hours scheduled to work;
3. Provide educational academic activities pursuant to the Program requirements;
4. Provide educational enrichment activities pursuant to the Program requirements;
5. Provide all registration materials in two (2) languages if required by LEA;
6. Provide attendance data to the LEA in a timely manner for the state student data report;
7. Sign in and sign out students, on a daily basis;
8. Create Program policies for the protection of students and staff as well as standard operating procedures:
 - Sign in and out procedures
 - Early release policies
 - Bathroom policies
 - Child Abuse Prevention
 - Transportation
9. Ensure that completed original copies of registration forms are completed online and available through our administrative

7/17/2020

office;

10. Coordinate recruitment and retention of Program participants;
11. Recruit, screen and hire all staff in accordance with LEA requirements;
12. Prior to commencement of services, Contractor shall provide LEA with a letter certifying that Contractor has complied with the necessary clearances as specified by California Department of Education ("State") as requested. Contractor shall submit, in a form provided by the LEA, the names of all employees and volunteers assigned to work at each Program site;
13. Coordinate with other programs at each Program site in order to avoid duplication of services;
14. Conduct monthly meetings with site coordinators and Program directors to provide necessary trainings, sharing of Program ideas, and reporting on best practices and;
15. Clean the classroom(s) and flooring before, during, and after student activities, especially during arts/crafts projects or the consumption of nutritional snacks.

III. TERM

The term of this MOU shall be from August 14, 2020 to June 8, 2021 ("Commencement Date").

IV. PAYMENT TERMS

The Contractor will submit a monthly invoice to the LEA on or about the 15th of the month following service. Payment will be issued to Contractor within 30 days after receipt of the monthly invoice. Contractor will submit the invoice with documented direct and indirect expenses. Maximum contract amount: \$354,000.

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

5.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Date: July 21, 2020

Subject: Think Together ASES contract for 2020-2021

Staff Analysis: Think Together will deliver on-site or virtual services during 2020-2021 school year. Provider will render during/after school support for homework assistance, science, technology, art/math enrichment, nutrition and organized physical activities to Adelante, Hubbard, Linda Vista, McCollam, Russo/McEntee and Painter.

Recommendation: Staff recommends the board approve the contract with the Think Together for after school services for the 2020 -2021 School Year. Cost of contract is \$860,231.00.

Submitted by: Sandra Garcia

Title: Director of State & Federal Programs

Approved by: Rene Sanchez

Title: Assistant Superintendent, Instructional Services

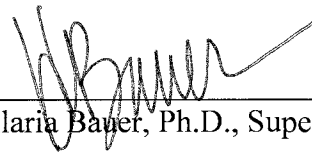
To the Board of Trustees:

Meeting: August 13, 2020

Recommended Approval

5.03

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State & Federal Department (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Sandra Garcia

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

Name of Individual/Company: Think Together

Address: 550 Valley Way City: Milpitas State: CA Zip: 95036

Phone: (408) 946-2727 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021

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

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

Think Together will deliver flexibility to services (remote or virtual) during 2020-2021 school year. Provider will render during/after school support for homework assistance, science, technology, art/math enrichment, nutrition and organized physical activities to Adelante, Hubbard, Linda Vista, McCollam, Russo/McEntee and Painter.

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

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

X b. **Other:** \$ 860,231.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
06	360	13860	5815	860,231.00	ASES	<u>02</u>
010-	0000-0	5815-00-1110-	1000-	000000-	360-1386	<u>7/21/2020</u>

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

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

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

GRANT PROGRAM SERVICES AGREEMENT BETWEEN ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT AND THINK TOGETHER, INC.

I. PARTIES AND EFFECTIVE DATE

This Agreement ("Agreement") is made on 8/14, 2020 (the "Effective Date"), between Alum Rock Union Elementary School District (the "District"), and Think Together, Inc., a California non-profit corporation ("CONTRACTOR"), for the purpose of providing After School Educational and Safety ("ASES") Grant Program Services.

II. LOCATIONS AND TERM

The District is contracting with CONTRACTOR for provision of comprehensive Expanded Learning Programming, as defined herein, at Adelante, Hubbard, Linda Vista, McCollam, Painter and Russo-McEntee Schools (collectively, the "School Sites") for the ASES programs. The term of this contract is July 1, 2020 to June 30, 2021 (the "Term"), coterminous with and subject to the District's receipt of ASES grant award, and is subject to all provisions of the primary ASES Grant cited above as well as any subsequent contract modifications or additional requirements by the California Department of Education ("CDE"). If this Agreement differs from the primary CDE ASES Grant, then this Agreement governs the understanding between the District and CONTRACTOR.

III. SCOPE OF SERVICES

A. Fiscal Agent

The District shall act as the lead fiscal and administrative agent with the CDE for operating an ASES program.

B. Program Operations

Consistent with ASES Grant provisions, the District contracts with CONTRACTOR and CONTRACTOR will operate ASES programs at the School Sites. CONTRACTOR will supply the staff, materials, management and supervision, and volunteer recruitment for the School Sites (the "Expanded Learning Programming"). In addition, CONTRACTOR will work collaboratively with the District on governance, operational management, and evaluation. CONTRACTOR agrees to provide a high quality program consistent with the guidelines established by the CDE, the District, and CONTRACTOR for this grant.

CONTRACTOR will provide all direct physical supervision services in compliance with all health and safety regulations adopted by the local health authority and the District.

CONTRACTOR will have the following responsibilities in support of the ASES programs:

1. Coordinate the academic assistance, homework support, and enrichment portions of the ASES program at each of the School Sites.
2. Hire, train, and supervise site staff, including the site coordinators and program leaders.
3. Seek regular input from principals regarding performance evaluations, including recommendations for retaining and terminating a site coordinator and/or other site staff.
4. Provide workers' compensation insurance for CONTRACTOR employees and agents as required by law.
5. Comply with all federal, state, and local laws and ordinances applicable to the work to be performed by CONTRACTOR or its employees under this Agreement.
6. Comply with the requirements of California Education Code § 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. If at any time during the term of this Agreement CONTRACTOR is either notified by the U.S. Department of Justice or otherwise becomes aware that any employee of CONTRACTOR performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in California Penal Code § 667.5(c) or California Penal Code § 1192.7(c), respectively, CONTRACTOR agrees to immediately notify the District and remove said employee from performing services on this Agreement.
7. Provide all materials, tools, and instrumentalities required to perform the services under this Agreement, including curriculum developed by CONTRACTOR as its intellectual property.
8. Participate in all cross training for site coordinators and site staff.
9. Complete site emergency plans and related staff training.
10. Maintain ongoing communication between CONTRACTOR staff and school staff regarding student needs and progress, including but not limited to attendance at school-day meetings and/or one-on-one meetings with teachers.
11. Coordinate ASES activities with school staff to assure program supports current academic goals of teachers and administrators.
12. Provide academic assistance and other activities specifically supporting classroom curriculum and academic goals.
13. Foster communication with and involvement of parents through parent orientations, parent handbook, development and distribution of periodic

newsletters, and hosting, at a minimum, one parent night (can be in conjunction with school PTO).

14. Recruit and train volunteers to lower the students/adult ratios in the program.
15. Work with the District to implement a comprehensive annual program evaluation plan. As required, attend and participate in evaluation subcommittee meetings. Evaluation plan shall include but not be limited to attendance tracking, collection of teacher, parent and participant surveys, and data entry of survey results. Evaluation will be completed by CONTRACTOR in accordance with CDE guidelines and submitted to the District a minimum of ten (10) calendar days prior to CDE due dates.
16. Regularly attend and participate in scheduled governance and operations meetings.
17. Adhere to proper management and fiscal accountability practices including maintaining proper insurance coverage, compliance with employment laws, and utilization of an accrual method of accounting.
18. Provide documentation and findings of annual independent audits, in accordance with CDE requirements.
19. Retain source documents related to attendance tracking for not less than five years.

C. Distance Learning

In the event that schools are forced to close due to natural disaster or to help prevent the spread of disease, alternative activities may be performed remotely, including but not limited to:

- Assist the District's nutritional services staff to distribute federally approved meals at designated school sites.
- Assist in the distribution of educational packets, school supplies, and/or collection of District property.
- Provide various professional learning opportunities for ASES staff, including planning and preparing for future programming scenarios.
- Develop enrichment resources to engage students beyond Emergency Distance Learning.
- Other expectations and associated job tasks listed in job descriptions that are reasonable and necessary during the period of school closure.
- Provide evidence and documentation to demonstrate delivery of the alternative services listed above, as requested.
- Track all employees' time and expenditures, ensuring that expenditures are allowable under ASES guidelines, and make such documentation available for audit and review.

D. Sustainability

CONTRACTOR shall use reasonable best efforts to support financial sustainability through:

1. Seeking and utilizing funds from public and private fundraising to support the program.
2. Working collaboratively with the District to seek and secure additional funding from area businesses, service organizations, churches, foundations, and other relevant sources to enhance programming and develop long-term sustainability of the program.
3. Increasing community visibility of the project by working with local press, business groups and coordinating and/or assisting with community-based fundraising events.

IV. COMPENSATION

This is a "fee for service" Agreement. CONTRACTOR will be paid 96% of the grant award from CDE ("CONTRACTOR's Fee"), according to Schedule A, attached hereto. Timing and amounts of payments will be made according to Schedule A, attached hereto. If the amount of the grant award is adjusted by the CDE, a pro rata adjustment to CONTRACTOR's fee will be made. CONTRACTOR's Fee is inclusive of the purchase of CONTRACTOR's curriculum which has been independently developed by CONTRACTOR and to which CONTRACTOR retains all intellectual property rights. If, during the Term of this Agreement, the State or Federal governments enact laws that increase the cost of delivering ASES program services, CONTRACTOR shall have the right to renegotiate CONTRACTOR's Fee. Notwithstanding the provisions above, any amount not timely paid by the District and not disputed in good faith shall accrue simple interest at a rate of 1% per month for any amount actually owing to CONTRACTOR.

V. EVALUATION AND REPORTING

CONTRACTOR agrees to supply the District with any and all reporting information explicitly required via written notification to the District by the CDE or U.S. Department of Education no less than 10 calendar days in advance of any deadlines. The District agrees to submit all reports required by the CDE or U.S. Department of Education in a timely manner and in advance of deadlines and provide proof of submission to CONTRACTOR.

The District will provide CONTRACTOR with any pertinent grant-related communications within five working days of receipt from the CDE.

CONTRACTOR will:

- Provide monthly attendance and snack reports to the District by the 20th of the month for the previous month of program.

- Provide quarterly reports on operations to the District by October 20, 2020; January 20, 2021; April 20, 2021; and July 20, 2021.
- Provide an annual report on operations to the District for July 1, 2020 – June 30, 2021 by July 20, 2021.

Schedule A
Alum Rock Union ESD Payment Schedule

Contract Amount

CONTRACTOR's Fee: **\$860,231.00**

Invoice Schedule

Ten monthly payments due on the first day of month, August, 2020 to May, 2021, of **\$86,023.10** each

Expense Allocation Plan

Direct Service Expenses

Personnel

Position	Hourly Bill Rate*
Site Coordinator	\$33.00
Program Leader	\$23.00

*Bill Rate includes wages, tax, benefits, employee processing, and on-site supervision

Operating

Category	Bill Rate
Technology Services	\$1,000.00 per site, per year
Elementary School Consumable Supplies	\$300.00 per site, per month, plus \$400.00 start-up allocation per site, per year
Middle School Consumable Supplies	\$500.00 per site, per month, plus \$800.00 start-up allocation per site, per year

Administrative Expenses

Category	Bill Rate*
Curriculum Development	\$135 per student, per year
CONTRACTOR Administrative Expense	10% of total expenses

CONTRACTOR develops and produces all curricula for the program and charges each site by calculating the total cost for both elementary and middle school content, and then dividing those costs by the total average daily attendance at each level, and then assigning an amount to each district based on the total ADA served.

Any administrative costs incurred that exceed the Fee shall be applied toward meeting the ASES match requirement.

Attendance Targets

Total ASES Funding	Required Present Records (total funding ÷ \$8.88 daily rate)	Average Daily Attendance (present records ÷ 180 days)
\$895,892.37	100,889	560.49

Projected Budget

6 Site Coordinators @ \$33/hour x 38 hours/week x 46 weeks =	\$346,104
28 Program Leaders* @ \$23.00/hour x 18.75 hours/week x 37 weeks =	\$446,775
Technology Services @ \$1,000 per school x 6 schools =	\$6,000
5 Elementary Schools Consumables @ \$300/month + \$400 =	\$17,000
1 K-8/Middle School Consumables @ \$500/month + \$800 =	<u>\$5,800</u>
<i>Total Direct Services</i>	<i>\$821,679</i>
Curriculum Development @ \$135 x 560.49 ADA =	\$75,667
Administrative Expense @ 10%	<u>\$82,168</u>
<i>Total Expenses</i>	<i>\$979,514</i>

Projected Amount charged to ARUESD =	\$860,231.00
Projected Amount applied to CONTRACTOR Cash Match = \$119,283	
Percentage of Grant Amount Allocated to Direct Services =	<i>91.72%</i>

*Program Leaders estimated at 1 per 20 students ADA

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: July 20, 2020

Subject: **Maxim Healthcare Staffing Services, Inc.**

Staff Analysis: Daily medical assistance for students with medical needs. LVN is necessary due to Dr.'s orders. The BCBA acts as a clinical teacher who educates, observes, assesses and supervises the educational activities and service delivery of Behavior Technicians. Technician will provide flexibility of services (remote or virtual) during the 20-21 school year.

Recommendation: Staff recommends the Board to approve the contract with Maxim Healthcare Staffing Services, Inc. for the 20-21 school year. The cost of this contract will be \$217,800.

Submitted by: Anthony Colonna

Title: Director, Special Education Department

Approved by: Rene Sanchez

Title: Assistant Superintendent of Instructional Services

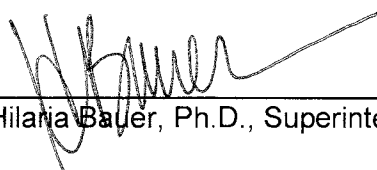
To the Board of Trustees:

Meeting: June 25, 2020
Regular Board Meeting

Recommend Approval

5.04

Agenda Placement


Hilana Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____

Seconded by: _____

Approved: _____

Not Approved: _____

Tabled: _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
 FROM: Special Education (School/Dept.) VENDOR NO. 16815
 PROGRAM MANAGER: Anthony Colonna

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: Maxim Healthcare Services, Inc. DBA: Maxim Staffing Solutions
 Address: 631 River Oaks Pkwy. City: San Jose State: Ca Zip: 95134
 Phone: (408) 914-4895 Email Address: _____
 SSN: _____ or Fed I.D. #: 52-1590951

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2020 end date June 30, 2021
 3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

Daily medical assistance for students with medical needs. LVN is necessary due to Dr's orders. The BCBA acts as a clinical teacher who educates, observes, assesses and supervises the educational activities and service delivery of Behavior Technicians. Technician will provide flexibility of service (remote or virtual) during the 20-21 school year

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

☒ a. **Fee Rate:** \$ 50.00/hr per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

☒ b. **Other:** \$ 130.00/hr (describe rate agreement) BCBA

080-6512-0-5815-00-5750-1190-000000-380-6512 (BCBA)

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
080	6512-0	5815-00	5750	163,800	1190-000000	380-6512
080	6500-0	5815-00	5001	54,000	3140-000000	380-1801

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

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

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



Maxim Staffing Solutions

631 River Oaks Pkwy
San Jose, CA 95134
Phone: 408-914-4895
Fax: 844-845-1116
kabrevik@maxhealth.com

Scope of Work – 2019-2020 School Year

LVN (1)

Number of participants being served: 1

Dates of service: 8/20/2019 – present

Description of services: Works with EtRe at Dorsa Elementary assuming responsibility and accountability for the application of the nursing process and the delivery of student/client care and/or contracted services in a school setting. The School Nurse provides services in accordance with Maxim Healthcare's philosophy, standards, policies and physician orders.

Cost: \$50/hour

BCBA (1)

Number of participants being served: Multiple

Dates of service: 1/27/2020 – present

Description of services: Provides supervisory oversight to Behavior Technicians. Consults, provides training, conduct behavioral evaluations of children with ASD and direct behavioral plan development for clients. The BCBA acts as a clinical teacher who educates, observes, assesses and supervises the educational activities and service delivery of Behavior Technicians.

Cost: \$130/hour

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES


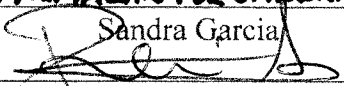
To the Board of Trustees:

Date: July 23, 2020

Subject: Think Together TK/Kinder Contract for 2020-2021

Staff Analysis: Think Together will provide TK/K Academy extended support in ELA and Math at Meyer, Ryan, Lyndale, Adelante, Linda Vista, McCollam, Painter, Hubbard & Russo/McEntee for 4 hrs per day/Monday – Friday. Vendor will provide on-site/virtual support & will work with ARUSD to determine hours of service.

Recommendation: Staff recommends the board approve the contract with Think Together TK/Kinder Academy program services for the 2020-2021 School Year. Cost of contract is \$203,893.20.

Submitted by:  IMEE ALMAZAN FOR SANDRA GARCIA Title: Director of State & Federal Programs
Approved by:  Sandra Garcia Title: Assistant Superintendent, Instructional Services
Rene Sanchez

To the Board of Trustees:

Meeting: August 13, 2020

Recommended Approval

5.05

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: State & Federal Dept. (School/Dept.)

VENDOR NO. _____

PROGRAM MANAGER: Sandra Garcia

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

Name of Individual/Company: THINK TOGETHER TK/Kinder

Address: 560 Valley Way City: Milpitas State: CA Zip: 95035

Phone: (408) 946-2727 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021

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

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

Think Together will provide TK/K Academy extended support in ELA and Math at Meyer, Ryan, Lyndale, Adelante, Linda Vista, McCollam, Painter, Hubbard & Russo/McEntee for 4 hrs per day/Monday - Friday. Vendor will provide on-site/virtual support & will work with ARUSD to determine hours of service.

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

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

 b. **Other:** \$203,893.20 (describe rate agreement) SJLearns = \$56,832.30

LCAP = \$147,060.90

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
010	0000-0-5815-	00-1110-1000-	000000-	360-5050	\$147,060.90	
060	0000-0-5815-	00-1110-1000-	000000-	305-2109	\$56,832.30	<u>7/24/2020</u>

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

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

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

GRANT PROGRAM SERVICES AGREEMENT BETWEEN ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT AND THINK TOGETHER, INC.

I. PARTIES AND EFFECTIVE DATE

This Agreement ("Agreement") is made on July 22, 2020 (the "Effective Date"), between Alum Rock Union Elementary School District (the "District"), and Think Together, Inc., a California non-profit corporation ("CONTRACTOR"), for the purpose of providing Kinder Academy Program Services.

II. LOCATIONS AND TERM

The District is contracting with CONTRACTOR for provision of Expanded Learning Programming for Kindergarten and Transitional Kindergarten student, as defined herein, at up to nine schools; Adelante, Hubbard, Linda Vista, McCollam, Painter, Russo-McEntee Lyndale, Meyer, and Ryan Schools (collectively, the "School Sites"). The term of this contract is July 1, 2020 to June 30, 2021 (the "Term"). If this Agreement differs from the primary proposal, then this Agreement governs the understanding between the District and CONTRACTOR.

III. SCOPE OF SERVICES

A. Program Operations

The District contracts with CONTRACTOR and CONTRACTOR will operate Kindergarten programs at the School Sites. CONTRACTOR will supply the staff, materials, management and supervision, and volunteer recruitment for the School Sites (the "Expanded Learning Programming"). In addition, CONTRACTOR will work collaboratively with the District on governance, operational management, and evaluation. CONTRACTOR agrees to provide a high quality program consistent with the guidelines established by the CDE.

CONTRACTOR will provide all direct physical supervision services in compliance with all health and safety regulations adopted by the local health authority and the District. As such, TK/K Expanded Learning may be provided in-person or online. Public health guidance requires a staff to student ratio of no more than ten students for each instructor during in-person instruction under current conditions.

CONTRACTOR Think Together proposes to provide TK/K Expanded Learning Opportunities with one Program Leader per participating school, for four hours per day. The services will be provided in conjunction with the ASER program design and may include academic enrichment, support alongside school day

teachers, and/or online instruction and support. The Quality Assurance Coach of Student Support Services will provide oversight of the TK/K Expanded Learning Program Leaders.

C. Distance Learning

In the event schools are forced to close due to natural disaster or to help prevent the spread of disease, alternative activities may be performed remotely, including but not limited to:

- Assist the District's nutritional services staff to distribute federally approved meals at designated school sites.
- Assist in the distribution of educational packets, school supplies, and/or collection of District property.
- Provide various professional learning opportunities for ASES staff, including planning and preparing for future programming scenarios.
- Develop enrichment resources to engage students beyond Emergency Distance Learning.
- Other expectations and associated job tasks listed in job descriptions that are reasonable and necessary during the period of school closure.
- Provide evidence and documentation to demonstrate delivery of the alternative services listed above, as requested.
- Track all employees' time and expenditures, ensuring that expenditures are allowable under agreement guidelines, and make such documentation available for audit and review.

D. Sustainability

CONTRACTOR shall use reasonable best efforts to support financial sustainability through:

1. Seeking and utilizing funds from public and private fundraising to support the program.
2. Working collaboratively with the District to seek and secure additional funding from area businesses, service organizations, churches, foundations, and other relevant sources to enhance programming and develop long-term sustainability of the program.
3. Increasing community visibility of the project by working with local press, business groups and coordinating and/or assisting with community-based fundraising events.

IV. COMPENSATION

This is a "fee for service" Agreement. CONTRACTOR will be paid \$203,893 according to Schedule A, attached hereto. Timing and amounts of payments will be made according

to Schedule A, attached hereto. If the amount of the grant award is adjusted, a pro rata adjustment to CONTRACTOR's fee will be made. CONTRACTOR's Fee is inclusive of the purchase of CONTRACTOR's curriculum which has been independently developed by CONTRACTOR and to which CONTRACTOR retains all intellectual property rights. If, during the Term of this Agreement, the State or Federal governments enact laws that increase the cost of delivering program services, CONTRACTOR shall have the right to renegotiate CONTRACTOR's Fee. Notwithstanding the provisions above, any amount not timely paid by the District and not disputed in good faith shall accrue simple interest at a rate of 1% per month for any amount actually owing to CONTRACTOR.

V. EVALUATION AND REPORTING

CONTRACTOR agrees to supply the District with any and all reporting information explicitly required via written notification to the District by the CDE or U.S. Department of Education no less than 10 calendar days in advance of any deadlines. The District agrees to submit all reports required by the CDE or U.S. Department of Education in a timely manner and in advance of deadlines and provide proof of submission to CONTRACTOR.

The District will provide CONTRACTOR with any pertinent grant-related communications within five working days of receipt from the CDE.

CONTRACTOR will:

- Provide monthly attendance and snack reports to the District by the 20th of the month for the previous month of program.
- Provide quarterly reports on operations to the District by October 20, 2020; January 20, 2021; April 20, 2021; and July 20, 2021.
- Provide an annual report on operations to the District for July 1, 2020 – June 30, 2021 by July 20, 2021.

VI. FACILITY USAGE AND SNACK PROVISION

The District will provide CONTRACTOR with access to and use of the District's facilities as necessary to meet the terms of this Agreement. To the extent possible, the District shall provide one classroom for every twenty students enrolled in the program and shall identify dedicated office space for each school's site coordinator. Additionally, District agrees to provide the required daily snack. District facilities and supplied snacks shall be considered in-kind contributions toward meeting any match requirement.

Schedule A
Alum Rock Union ESD Payment Schedule

Contract Amount

CONTRACTOR's Fee: **\$203,893**

Invoice Schedule

Ten monthly payments due on the first day of month, August, 2020 to May, 2021, of **\$20,389.32** each

Expense Allocation Plan

Direct Service Expenses

Personnel

Position	Bill Rate*
Quality Assurance Coach (≤50% FTE)	\$30,780.00
Program Leader	\$23.00 / hour

*Bill Rate includes wages, tax, benefits, and employee processing.

Operating Expenses

Category	Bill Rate
Elementary School Consumable Supplies	\$0.50 per student day x 90 students x 180 days

Administrative Expenses

Category	Bill Rate*
CONTRACTOR Administrative Expense	8.5% of total expenses

Projected Budget

1 Quality Assurance Coach (0.5 FTE)	\$30,780
9 Program Leaders (@ \$23/hour x 4 hours/day x 180 days)	\$149,040
Academy materials (\$0.50 per student day x 90 students x 180 days)	\$8,100
Think Together Administrative Fee (8.5%)	<u>\$15,973</u>
Total Cost	\$203,893

5.06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Date: July 21, 2020

Subject: YMCA Silicon Valley-East Valley Branch ASES contract for 2020-2021

Staff Analysis: YMCA of Silicon Valley East Valley Branch will deliver on-site or virtual services during 2020-2021 school year. Provider will render during/after school support for home assistance, science, technology, art/math enrichment, nutrition and organized physical activities at L.U.C.H.A. and Adelante II school site.

Recommendation: Staff recommends the board approve the contract with the YMCA of Silicon Valley for after school services for the 2020-2021 school year. Cost of contract is \$254,381.00.

Submitted by: Sandra Garcia

Title: Director of State & Federal Programs

Approved by: Rene Sanchez

Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: August 13, 2020

Recommended Approval

5.06

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State & Federal Department (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Sandra Garcia

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

Name of Individual/Company: YMCA of Silicon Valley East Valley Branch

Address: 80 Saratoga Avenue City: San Jose State: CA Zip: 95051

Phone: (408) 298-1717 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021

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

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

YMCA of Silicon Valley East Valley Branch will deliver flexibility of services (remote or virtual) during 2020-2021 school year. Provider will render during/after school support for home assistance, science, technology, art/math enrichment, nutrition and organized physical activities at LUCHA and Adelante II school sites.

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

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

☒ b. **Other:** \$ 254,381.00 (describe rate agreement) LUCHA - \$127,445.00

Adelante II - \$126,936.00

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
060-	6010-0	5815-00-1110-	1000-	254,381.00	1386	<i>SL 7/2/2020</i>

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

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

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

EXHIBIT A
YMCA OF SILICON VALLEY
SCHOOL SITES, PROJECTED ATTENDANCE AND PERFORMANCE MEASURES

School Sites and Projected Attendance:

CONTRACTOR will provide an After School Education and Safety program at the sites listed below in accordance with the Projected Attendance. Programs must operate every day school is in session. Comprehensive programs shall include tutoring, homework assistance, literacy, recreation and sports, arts, nutrition, and enrichment activities to elementary and middle school students (can be modified based on approval from both parties). Also described are required minimum attendance levels. Evaluation performance measures will be based on the requirements from CDE. Program start date: First Day of School – August 2021

Name of Site	Projected Annual Attendance	Minimum Required Daily Attendance	Maximum Reimbursed Daily Attendance	Days Of Operation
LUCHA	15,120	63	84	180
Adelante II	15,120	63	84	180

Performance Measures:

The following Academic and Youth Development performance measures shall govern the delivery of services:

- A. 60% of participants participating students will report a change for the better or maintain proficiency or higher in their academic scores as evidenced by an increase in positive growth on California Standards Test in English, Language Arts, and Math or if already proficient, they will maintain proficiency.

EXHIBIT B
REIMBURSEMENT AND REPORTING SCHEDULE

Funding through the State Grant is based on the number of students participating in the program. LEA agrees to pay CONTRACTOR an amount not to exceed the total amount of contract for each site as specified below:

Name of School site	Total amount of contract for site
LUCHA	\$127,445.00
Adelante II	\$126,936.00
TOTALS	254,381.00

A. Payment Schedule

The Contractor will submit a monthly invoice to the LEA on or about the 15th of the month following service. Payment will be issued to Contractor within 30 days after receipt of the monthly invoice. Contractor will submit the invoice with documented direct and indirect expenses. Maximum contract amount: \$254,381.00.

CONTRACTOR's initial invoices, approved by the LEA, will be deducted from the initial 65% payment described in the preceding paragraph. After this amount is depleted, subsequent payments by the LEA will be processed upon receipt of the interim payments made by the State and the receipt of the invoices from the CONTRACTOR. The CONTRACTOR will submit invoices to the LEA on the subsequent payment schedule of the State Grant.

CONTRACTOR will be reimbursed by the direct grant not greater than the expenses approved by LEA and incurred by CONTRACTOR at each school site. The second direct payment (25%) will be made to the CONTRACTOR after the receipt of the funds

contingent on the successful reporting by the CONTRACTOR for the mid-term report. The final total payment to CONTRACTOR will be the final 10% allowed for each school site for the 2020-2021 school year. The final payment will be made to the CONTRACTOR upon receipt of the direct grant after the satisfactory completion of the close out report for the school year.

CONTRACTOR shall expend the Grant Award in accordance with the budget requirements set forth in the attached EXHIBIT C entitled, "SITE BUDGET BREAKDOWN".

CONTRACTOR acknowledges and agrees that unless authorized by LEA's Director, CONTRACTOR shall not transfer grant funding between program sites. In addition, CONTRACTOR acknowledges that the accounting of the expenditure of the Grant Award shall be by individual sites, in accordance with the budget as specified in EXHIBIT C.

CONTRACTOR must submit all required reports and be reimbursed according to the schedule set forth in Subsection B below. The description of the contents of the required reports is also set forth below.

B. Reporting Schedule and Description of Required Reports

1. Program attendance reports are created based on State reporting schedule twice a year: January 31, 2021 and July 31, 2021.
2. An expenditure report in a format specified by the State shall be submitted to the State based on the State reporting schedule. Additional expenditure reports will be submitted to the LEA based on the direct grant schedule. For the purposes of this Agreement, the State schedule is below:

October 31,2020

January 31, 2021

April 30, 2021

July 31, 2021

October 15, 2021 Final Report

CONTRACTOR's expenditure reports shall set forth in detail all financial transactions related to CONTRACTOR's expenditure of the projected budget, including documentation required by the State and a report of CONTRACTOR's matching funds and/or in-kind services to assist LEA in meeting the match requirements. CONTRACTOR's expenditure reports shall be in a format acceptable to LEA's Director.

3. CONTRACTOR shall submit to LEA the final year-end close out report no later than October 10, 2021.

In addition, CONTRACTOR shall provide the LEA an evaluation report which includes, but is not limited to, program attendance records, early release forms, and satisfaction evaluation surveys. The CONTRACTOR recognizes the confidentiality of school academic records and other records deemed confidential and will work with the school district to submit confidential reports directly to the State.

EXHIBIT C LEA'S RESPONSIBILITIES

LEA will provide the following services:

1. Assist CONTRACTOR with the promotion of the program, the identification of students for targeted enrollment and the engagement of principals at identified schools;
2. Conduct an orientation for School Site staff and faculty at each program site;
3. Provide STAR testing results according to the State guidelines as they are developed for the close-out report.
4. Provide facilities (and all collateral expense; e.g. janitorial, utilities, space).
5. Provide snack meeting USDA requirements for the afterschool program.
6. Conduct site visits. to ensure programs are meeting educational goals for the students
7. Recruit a teacher liaison for the program at each school site, and
8. Ensure on-line access at the school site to enable the Site Director to post attendance records daily.

EXHIBIT D

CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR agrees to provide the following services at the school sites designated in EXHIBIT A and the following administrative services:

1. Operate and carry out the ASES Program from school release time through 6:00 p.m. during weekdays excluding school holidays (some school holidays may have programs to meet attendance and expense numbers);
2. Provide a site coordinator, and any additional staff required to meet the State's 1:20 staff-to-participant ratio. CONTRACTOR shall submit a staffing plan to LEA for all employees and volunteers at each program site. Plan shall include names, job titles, and hours scheduled to work. CONTRACTOR shall submit; updated plan within two weeks following any change in staffing;
3. CONTRACTOR shall provide educational academic activities pursuant to the grant program requirements.
4. CONTRACTOR shall provide educational enrichment activities pursuant to the grant program requirements.
5. Provide all registration materials, in two languages if required by LEA;
6. Submit reports, invoices and documentation as specified in EXHIBIT B;
7. Manage expenses within the parameters of the State Grant.
8. Prepare all State reports in accordance with State reporting requirements and schedule;
9. Sign in and sign out students, on a daily basis;
10. Create program policies for the protection of students and staff as well as standard operating procedures;
 - Sign in and out procedures
 - Early release policies
 - Bathroom policies
 - Child Abuse Prevention
 - Transportation
11. Ensure that completed original copies of registration forms are on file at the program site and copies are held at the administrative office;
12. Coordinate recruitment and retention of program participants;
13. Recruit, screen and hire all staff in accordance with State Grant and LEA requirements;
14. Prior to commencement of services, CONTRACTOR shall provide LEA with a letter

certifying that CONTRACTOR has complied with the necessary clearances as specified in EXHIBIT F. CONTRACTOR shall submit, in a form provided by the LEA, the names of all employees and volunteers assigned to work at each school site. CONTRACTOR shall submit to the LEA any updated list two weeks following any staffing changes;

15. Conduct evaluations of the program at each site according to the State guidelines :
16. CONTRACTOR will attend meetings and select trainings provided by the Region V Afterschool and Healthy Start Partnership. In addition, site coordinators are required to meet with the principal, teachers, site council, and other school staff on a regular basis;
17. CONTRACTOR shall coordinate with other LEA-funded programs at each site in order to avoid duplication of services and,
18. Conduct monthly meetings with site coordinators and program directors to provide necessary trainings, sharing of program ideas, and reporting on best practices.
19. Conduct monthly meetings with site coordinators and program directors to provide necessary trainings, sharing of program ideas, and reporting on best practices.
20. CONTRACTOR will assist LEA with the development and writing of the ASES program plan.
21. CONTRACTOR will assist with the state's Categorical Program Monitoring but maintaining accurate records and participating in site visit or ongoing review process.

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: August 4, 2020

Subject: County of Santa Clara Department of Behavioral Health Services

Staff Analysis: The County of Santa Clara Department of Behavioral Health Services will provide funding for School Linked Services Coordinators and School Counselor Interns. School Linked Services and Interns support Alum Rock School District families socially, emotionally, and will academic success. Coordinators also support family engagement events.

Recommendation: Staff recommends the Board approve the MOU with County of Santa Clara Behavioral Health Services for the 2020-2021 school year. The grant totals to \$421,786 (includes salary/benefits, stipends and materials. In turn, the District will provide a \$100,000.00 match.

Submitted by: Norma Flores *NF*

Title: Director of Student Services

Approved by: Rene Sanchez *RS*

Title: Assistant Superintendent of Instructional Services

To the Board of Trustees:

Meeting: August 13, 2020
Regular Board Meeting

Recommend Approval

5.07
Agenda Placement

[Signature]
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

SECTION V: CONTRACT SPECIFICS**I. SCHOOL LINKED SERVICES (SLS) DESCRIPTION**

- A. SLS is a partnership with school districts to comprehensively integrate and streamline coordinated services for students and families. SLS encompasses service coordination through SLS Initiative, Prevention and Early Intervention (PEI) services, SLS Behavioral Health (SLS BH) services, and the ARUSD SLS Expansion program (Expansion). Services are conducted through a community participatory approach, through which partnerships between schools, public agencies, and community organizations are developed in Santa Clara County.
 - 1. The SLS Initiative includes the following four (4) SLS Essential Elements:
 - a. Service Coordination;
 - b. Family Engagement;
 - c. Campus Collaborative (CC); and
 - d. Co-investment.

II. SERVICE DESCRIPTION

- A. This Agreement pertain to a collaborative endeavor between the Santa Clara County Behavioral Health Services Department (BHSD) and Contractor to conduct the SLS services.
- B. The SLS Initiative shall be fully integrated with the existing service delivery system at the school district (e.g., embedded within the Department of Student Services), and streamlined with existing initiatives and programs (e.g., Multi-Tiered System of Supports [MTSS] and Positive Behavioral Interventions and Supports [PBIS]) to effectively coordinate services.
- C. The SLS Initiative Essential Elements shall be conducted through partnership and communication across the school-level and/or district-level leadership teams (e.g., MTSS or other school-based leadership teams) in order for the school administrators, teachers, staff, families, students, and SLS Coordinators to understand the purpose of SLS and how it is fully integrated with existing service delivery processes.
- D. An SLS Integrated Implementation Plan shall be developed by the school districts in partnership with the BHSD to comprehensively delineate how SLS will be fully integrated with existing systems.
- E. Contractor has grouped schools into four quadrants based on school geographical location: Chavez, Hubbard, Cureton, and Painter. SLS Coordinators will be assigned to a specific quadrant and provide service coordination to programs, services, and activities for students and their families.
- F. SLS BH and PEI will be provided through existing BHSD contracts with community organizations, at designated schools agreed upon by the BHSD and the school district.
- G. ARUSD SLS Expansion provides an internship program for graduate students (School Counselor Interns) to provide academic support services to students of ARUSD.

//

III. DELIVERABLES

- A. The County's responsibilities under the Agreement include, but are not limited to, the following:
 1. Meet quarterly with Contractor to review Agreement deliverables and collaboratively assess the progress of the program to determine if any changes are necessary for implementation and quality improvement in the upcoming fiscal year. When Contractor's program operation falls below the standard stated in the Agreement, a progression of steps shall be implemented to assist in resolving the issue(s). These steps include the following:
 - a. The BHSD Contract Monitor shall send a letter alerting Contractor that the program is operating below Agreement standards listing some possible corrective measures;
 - b. The BHSD Contract Monitor shall schedule a meeting with Contractor to develop and put into action a Corrective Plan of Action;
 - c. A formal group meeting shall be convened between the County representatives and Contractor to determine next steps to assist Contractor on meeting contractual commitments; and
 - d. Recurring compliance issues with Contractor that remain unresolved during the fiscal year may be referred by the BHSD Contract Monitor to the BHSD's Compliance and Privacy Manager for further review and possible actions.
 2. Determine Agreement renewals.
 3. The County's responsibilities for the SLS Initiative include the following:
 - a. Provide program oversight for the SLS Initiative.
 - b. Facilitate relationship between Contractor and its' SLS service providers.
 - c. Monitor the SLS Initiative and communicate information to SLS service providers and Contractor about program process and outcome measures.
 - d. Determine adjustments and modifications to the SLS Initiative in conjunction with Contractor.
 4. The County's responsibilities for SLS BH and PEI services include the following:
 - a. Work with community organizations providing SLS BH to maintain a service delivery plan that does not disrupt the Contractor's agreements with other organizations or student services with these providers.
 - b. Communicate to community organizations providing SLS BH the clearance and fingerprinting requirements of the school district, which will include the following:
 - 1) Community organization's employee who does not meet the clearance and fingerprinting requirements will not provide services for SLS BH and PEI programs.
 - 2) Community organizations shall provide certification that employees working with students have passed criminal record background checks with the Department of Justice and the Federal Bureau of Investigations (FBI).

- 3) As required by California State law, an individual who has been convicted of serious and/or violent crime is precluded from employment or volunteer service in California's public schools.
- 4) An individual who is awaiting trial for serious and/or violent crimes is also precluded from rendering service in California public schools until the matter has been legally concluded.
5. The County's responsibilities for the Expansion program include the following:
 - a. Provide program oversight.
 - b. Monitor program's operations (e.g referral process and feedback loop) and outcomes.
 - c. Determine adjustments and modifications to the Expansion in conjunction with Contractor.
- B. Contractor's responsibilities under the Agreement include, but are not limited to, the following:
 1. SLS Initiative
 - a. Contractor shall hire and supervise SLS Coordinator(s), according to the SLS Integrated Implementation Plan developed by the school districts and the BHSD. The SLS Integrated Implementation Plan shall be completed before the start of the academic year.
 - b. Incorporate the SLS Initiative into existing referral system.
 - c. Ensure that Contractor's staff who generate referrals are available for the County's information sessions regarding the SLS Initiative.
 - d. Collect from the community organization the consent form for the release of student information for students participating in the SLS-BH and SLS-PEI programs.
 - e. Following receipt of appropriate consent from parents/guardians, provide the BHSD and SLS service providers the following data for students participating in SLS Initiative:
 - 1) Student's class attendance (e.g., information regarding absences, late arrivals, etc.);
 - 2) Student's grades or equivalent (e.g., academic progress reports);
 - 3) Office referrals for disciplinary issues or classroom management problems;
 - 4) Indicators of increased parent engagement; and
 - 5) Indicators of increased access to services.
 - f. Assist with outreach (e.g., inclusion of notices about parenting classes in newsletters) and engagement of parents.
 - g. SLS Coordinator(s) shall be trained in the areas such as service coordination, early childhood development, trauma informed care, etc.
 - h. SLS Coordinator(s), in partnership with school- and district-level staff, shall fully integrate SLS with existing systems within the school district and accomplish the following:
 - 1) Community Partnership and Service Coordination

- a) Build and maintain strong collaboration and communication with school administrators, program directors, service providers, families, community organizations, and other stakeholders.
 - b) Serve as primary liaison - through effective communication and partnership - between the BHSD, schools/districts, and community organizations to support the needs of students and their families through activities such as educational events, consultations, and coordination of resources.
 - c) Develop and integrate the SLS Initiative's infrastructure for service referrals and coordination within existing service delivery systems. This includes coordinating and helping school and district leadership teams on how to better align, streamline, and deliver coordinated services to students and families.
 - d) Through an integrated system at the school and/or the district level, provide comprehensive service coordination, including triaging and needs assessment, service planning, referral, and monitoring for students and their families so that they are linked to the appropriate services by utilizing a variety of engagement strategies, including individual and family meetings and home visits.
 - e) Develop and maintain service inventory (e.g., services provided at school sites) to assist students and families with linkage to community resources.
 - f) If applicable, develop a referral system with a Family Resource Center (FRC) in the local area, as available, to refer families for support. Offer and refer families to the FRC for family services and support (e.g., for families with children between ages 0-5, SLS Coordinator may refer the families to the FRC for the Universal Developmental Screening).
 - g) Follow school district protocol and procedure to address crisis situation and assist in connecting students to appropriate services.
- 2) Family Engagement at Designated School Sites
- a) Plan family engagement events, workshops, and projects (activity/activities) prior or at the beginning of the school year.
 - b) SLS Coordinators to check if activity was previously approved.
 - i. If activity has not been approved prior and/or activity is requiring family engagement funds, SLS Coordinator will submit a request for approval to the BHSD contract monitor.
 - c) Plan, implement, and evaluate family engagement events, workshops, and projects at designated schools that are in alignment with the SLS goals and outcomes. Family engagement plans shall be based on the needs of each school and informed by input from students, families, and the CC members; and
 - d) SLS Coordinator shall partner with the CC members to conduct program needs assessment, implement family engagement programs, and provide

program evaluation. SLS Coordinators shall delegate tasks and responsibilities among the CC members.

3) CC at Designated School Sites

- a) Develop, manage, and facilitate monthly CC, or similar groups, to actively engage school personnel, students, family members, caregivers, service providers, community members, and stakeholders.
- b) During the CC, gather input from group members to inform the SLS plans (e.g., implementation and evaluation plans) of family engagement programs.
- c) Assist in addressing school climate and support training needs of teachers and school staff in the areas of school climate, safety, and health.

2. SLS BH and PEI

- a. Provide onsite space as available at designated schools for SLS service providers to implement evidenced-based practices. If space is not available onsite, Contractor acknowledges that services may be provided in the home, in the community, or may not be available.

3. Expansion

- a. Provide academic support services to students related to academic achievement, school behavior, school attendance, etc.
- b. Provide social-emotional learning and trauma-informed professional development for the interns.
- c. Refer students with moderate to high behavioral, emotional, and/or crisis needs to the SLS Coordinator to provide service coordination to appropriate services.
- d. Maintain agreement (e.g. Memorandum of Understanding) with the partnering universities from which interns shall be recruited, and provide the agreed services.
- e. Supervisor will oversee School Counselor Interns, maintain credential or licensure to supervise, provide on-going training throughout internship, ensure School Counselor Interns are providing services within their scope of practice.
- f. School Counselor Interns shall be certified in the Child and Adolescent Needs and Strengths (CANS) questionnaire and maintain annual re-certification through the Praed Foundation.

1) CANS will be utilized to assess students' needs.

- g. School Counselor Intern shall provide the following academic support services to students:

1) Individual Counseling, which shall include, but not be limited to:

- a) psychosocial/emotional;
- b) academic; and
- c) career counseling.

2) Group Counseling, which shall include, but not be limited to:

- a) healthy boundaries;
- b) self-concept/identity;
- c) school success;
- d) social skills;
- e) Conflict management;

- f) Evaluation/assessment;
 - g) Service referrals;
 - h) Case management; and
 - i) Positive school cultural activities, event coordination, and support.
4. Communicate regularly with the BHSD about program satisfaction and suggestions for improvement or adjustments.

IV. PROGRAM OUTCOMES AND PERFORMANCE STANDARDS

A. SLS Goals and Outcomes

1. The County's SLS program is funded by Mental Health Services Act (MHSA). Contractor shall implement the SLS in accordance with California Code of Regulations (CCR) Title 9, Division 1, Chapter 14, Article 6.
2. SLS Initiative outcomes include, but are not limited to:
 - a. Increase family access to community resources and services.
 - b. Improve families' knowledge and behaviors related to school support, health, and well-being.
 - 1) Following SLS service coordination, family engagement, and/or workshop/series, families will report:
 - a) Gained knowledge about behaviors that support their child/family and increase well-being;
 - b) Improved family relationships;
 - c) Increased their connectedness with school; and
 - d) Participated in at least one of the indicated school-based activities.
 - c. Improve student academic outcomes, health, and well-being
 - 1) Students receiving strategic or intensive family engagement support and referrals (Tier 2 or 3 of MTSS) have improved or remained stable in one or more of the following:
 - a) Academic;
 - b) Attendance;
 - c) Behavior; and
 - d) Social-emotional well-being.
 - d. Improve school climate and school-family-community partnership
 - 1) Members of the CC and school administrators will report:
 - a) Improvement in school environment
 - b) SLS contributed to school climate and partnerships
 - 2) Families will report:
 - a) Ability to connect and engage with the school community
 - b) SLS' positive contribution to sense of connection and engagement with the school community
- e. The County shall work with Contractor to collect data demonstrating the achievement of the following outcomes. School and student-level data may be collected relative to the following outcomes; however, student-level data provided

to the counted will be de-identified and county's reports on outcomes will be only contain aggregated data.

3. The County's Providers of SLS BH and PEI seek to help achieve the following goals:
 - a. Reduction of stigma and discrimination;
 - b. Reduction of disparities in access to mental health services;
 - c. Reduction of psycho-social impact of trauma;
 - d. Prevention and early intervention of at-risk children, youth, and young adult populations experiencing onset of serious psychiatric illness;
 - e. Reduction and prevention of suicide risk;
 - f. Increase of student attendance in school;
 - g. Increase of social and emotional competency in youth;
 - h. Increase of parent engagement with school personnel;
 - i. Engage underserved children, youth, and families who have not benefited from traditional outpatient mental health services due to complex risk factors including substance use, community violence, interpersonal family violence, general neglect, and exposure to trauma;
 - j. Increase school engagement, attendance, and achievement;
 - k. Prevent/decrease juvenile justice involvement;
 - l. Prevent/decrease child welfare involvement;
 - m. Increase positive family engagement in and experience of care; and
 - n. Increase and strengthen natural support systems for children, youth, and families.
4. Expansion
 - a. Improve students' academic-related outcomes by measuring the following:
 - 1) Reduction in Office discipline referrals;
 - 2) Improvement in school attendance;
 - 3) Improvement in academic outcomes; and
 - 4) Improve school readiness.

B. Measurement Method

1. Contractor shall provide the following data for program evaluation:
 - a. Demographics, service coordination (e.g., number of referrals, referral type, referral status, etc.), family engagement (e.g., number, type, and names of family engagement programs), and academic-related data.
 - b. School Districts shall provide data to the County de-identified and in suggested template format.
2. Contractor shall provide data related to the goals and outcomes listed above for outcome measurements. Methods for data collection may include, but shall not be limited to, the following:
 - a. SLS Application in DataZone (SLS Link app) of SLS Excel Data Collection Tool (provided by BHSD Contract Monitor)
 - 1) Include pseudo ID created by DataZone or Excel Spreadsheet.
 - 2) De-identified through export process from DataZone application or Excel Spreadsheet.
 - 3) SLS Coordinator to review data before submission.

- 4) Due: January, April, July, and October (or as requested by the BHSD)
 - b. Quarterly labor distribution (Exhibit 1)
 - 1) Due: January, April, July, and October (or as requested by the BHSD)
 - c. Quarterly Narrative Reports (Exhibit 2)
 - 1) Due: January, April, July, and October (or as requested by the BHSD)
 - d. Service Inventory (Exhibit 3)
 - 1) Due: Annually
 - e. SLS Satisfaction Survey (provided by the BHSD)
- C. Other data collection tools may be implemented based on the SLS Initiative Data and Evaluation Workgroup.
- D. Expansion program shall provide de-identified CANS data, demographics (e.g ethnicity, age range, grade, preferred language), referral source and referral linkages for the purposes of evaluating the program's effectiveness.
- E. Contractor agrees to abide by all federal and state laws governing the confidentiality of health and mental health records including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. parts 160 and 164, and implementing regulations, Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009), California Welfare & Institutions Code section 5328, and California Civil code section 56.10, et seq.
- F. Contractor shall maintain confidentiality of medical and psychiatric records of clients as required by law, including, but not limited to:
- 1. California Welfare and Institutions Code section 5328 et seq.; and
 - 2. California Evidence Code section 1010 et seq.
- G. Contractor shall maintain all records related to services provided pursuant to this Agreement as required by federal, state or local law and regulations, and at a minimum for the duration of this Agreement through the applicable retentions period. Contractor understands and agrees that the County has the right to audit the foregoing records and shall supply copies of any records related to this Agreement and shall provide copies of the records to the County, at Contractor's expense. Contractor shall provide any copies requested by the County within ten (10) business days.
- H. Contractor agrees that the County is providing funding for non-religious purposes and funding may only be used for such purposes. Contractor is prohibited from providing or failing to provide agreed-upon services under this agreement based upon religious affiliation.
- I. Contractor shall provide confidential information regarding students and students' families to the County and to service providers through the referral process described in this Agreement.
- 1. Students and families participating in the program may also authorize the County or service providers to share certain information regarding their participation in the program with Contractor.

2. Contractor agrees to treat all such information as confidential and must use all necessary care to maintain such information in confidence and for use only for the purposes contemplated in this Agreement.
 3. Contractor may not release any of the aforementioned information to any entity or party other than the County or its designated service providers without the express written consent of the appropriate County manager or as may be required by law.
 - a. Should the Contractor receive a subpoena, court order, or other legal document requiring release of the information, or is informed that such a document is being requested, Contractor must immediately give notice to the appropriate County manager in order to permit the County to seek a protective order or other similar order
- J. Other Requirements:
1. In supporting the SLS Initiative implementation, Contractor shall align with the SLS Initiative's aim to improve the coordination, design, and implementation of multi-agency services provided to students in Santa Clara County schools, so that services are accessible, effective, and responsive to students and family needs.

V. SLS COORDINATOR QUALIFICATIONS

- A. Contractor shall hire SLS Coordinators with the following preferred qualifications:
1. Education: B.A. or B.S. Degree in social work, counseling, or health related fields;
 2. A minimum of two (2) years working with children or adolescents;
 3. Experience working effectively with a multi-cultural community, and with service agencies and organizations; and
 4. Experience working in a school-based or community-based program is preferred.
- B. Contractor shall give preference to candidates for the SLS Coordinator positions with the following qualifications:
1. Knowledge of and experience in behavioral management and strategies;
 2. Knowledge of and experience in computer applications (e.g., Word, Excel, PowerPoint, and Outlook);
 3. Knowledge of and experience in computer software (e.g., Windows and Acrobat, and a working knowledge of data entry);
 4. Ability to gather, maintain, analyze, and interpret large scale assessment and program evaluation data;
 5. Ability to communicate effectively in both oral and written forms;
 6. Ability to follow and understand oral and written instructions and pay close attention to details; and
 7. Ability to organize work, set priorities, meet deadlines, follow up on assignments, and perform multiple tasks with accuracy.
- C. Contractor shall require SLS Coordinators to obtain the following clearances before working with students:
1. Tuberculosis Clearance;
 2. Fingerprint/Criminal Justice Clearance; and
 3. Other clearances, as required by the school district.

- D. Contractor's employees shall in no way be deemed employees of the County or other service providers. All service providers and their agents are independent contractors and are not the agent or employee of either the County or Contractor.
- E. Contractor shall hire Expansion Supervisor with the following preferred qualifications:
 - 1. Education: MA or MS Degree in in social work, psychology, counseling, or health related fields; and
 - 2. Pupil Personnel Services Credential (PPSC).

VI. PAYMENT SCHEDULE

- A. Contractor shall allocate and spend funds according to Exhibit B1 (FY21).
 - 1. In April 2020, Contractor re-allocated Family Engagement funds to the Expansion and to the SLS personnel.
- B. Contractor shall submit monthly invoices to the BHSD Contract Monitor for costs incurred under this Agreement.
 - 1. District employees with benefits: If an SLS Coordinator is a district staff member, the position may be salaried.
 - 2. Contracted positions: If an SLS Coordinator is a contracted staff, the BHSD funding should be used to reimburse for only times worked and not for vacation or sick leave. The school district is responsible to develop hourly wage amount and maximum hours per year for the contracted staff, based on the approved funding amount. The SLS Coordinator should be paid the set hourly wage amount for the times worked for each pay period.
 - 3. Contractor will invoice for services within two (2) months of completion of events, programs, and workshops.
 - 4. Contractor will invoice for purchases within one (1) month.
- C. Format of invoices shall comply with the Family & Children Division's Cost Reimbursement Invoice (provided by the BHSD). Contractor's invoices shall include the following:
 - 1. Contractor's name and address, date, invoice number, total invoice amount, invoice date, invoice period being billed, prior drawdowns, current balance, current drawdown, and available balance;
 - 2. Description of the services/deliverable and total hours of services rendered; and
 - 3. Invoices, receipts, and supporting documents.
- D. Contractor's invoices shall not exceed any of the designated totals as outlined in this Agreement.
- E. Contractor shall be reimbursed upon receipt of a complete and approved invoice within forty-five (45) days.
- F. Contractor shall provide the BHSD with contact information of the fiscal representative responsible for submitting invoices.
- G. Contractor shall provide a monthly invoice.
- H. Contractor shall return all purchased electronics (e.g., Chromebooks, iPads, Laptops) and supplies (e.g., translation headset, laminator) at the completion of the Agreement.

Exhibit B1 (FY21)

COUNTY OF SANTA CLARA HEALTH SYSTEM, BEHAVIORAL HEALTH SERVICES DEPARTMENT

AGENCY NAME: Alum Rock Union Elementary School District
 PROGRAM NAME: School Linked Services Coordinator
 DIVISION: Family & Children
 SUBDIVISION: PEI-P2, SLS

PO NUMBER: TBD
 Cost Center: 4383
 START DATE: July 1, 2020
 END DATE: June 30, 2021

PERSONNEL COSTS

Budget Items	FY2021	Total
<u>FTE</u> <u>Classification</u>	<u>Budget</u>	<u>Budget</u>
4.00 SLS Quadrant Model Coordinator	\$195,000	\$195,000
1.00 SLS MHSA Coordinator	\$94,000	\$94,000
Subtotal Salaries	\$289,000	\$289,000
Subtotal Personnel Costs	\$289,000	\$289,000

NON-PERSONNEL COSTS

Budget Items	FY2021	Total
<u>Other Operation Costs</u>	<u>Budget</u>	<u>Budget</u>
Family Engagement/Service Coordination	\$23,500	\$23,500
Training & Travel	\$2,174	\$2,174
Food/Childcare	\$3,000	\$3,000
Quadrant Model: Family Engagement	\$35,250	\$35,250
Quadrant Model: Training & Travel	\$6,522	\$6,522
Quadrant Model: Food/Childcare	\$4,500	\$4,500
Expansion	\$57,840	\$57,840
Subtotal Operations Costs	\$132,786	\$132,786
Subtotal Non-Personnel Costs	\$132,786	\$132,786
TOTAL PERSONNEL/NON-PERSONAL COSTS	\$421,786	\$421,786

REVENUE SOURCES

<u>Revenue Sources</u>	<u>Budget</u>	<u>Cost Center</u>	
PEI-P2, SLS	\$421,786	4383	100.00%
Total Revenue	\$421,786		

MHSABDGT-VER01.02

Notes

School District will match for one Feeder School Coordinator.

The School District match of \$50k at district level and \$50k at feeder schools may be used to fund Expansion and SLS personnel.

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

6.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: CSBA MEMBERSHIP DUES
Period from July 1, 2020 through June 30, 2021, \$13,870.00

Dues not processed before September 15, 2020 will result
in a disruption of services.

Approve

Submitted by: Hilaria Bauer, Ph.D. Title: Superintendent

To the Board of Trustees:

Meeting:

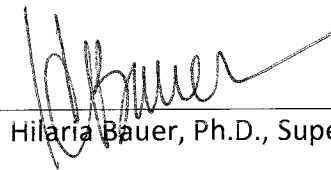
August 13, 2020

Regular Board Meeting

Approve

6.01

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number **Invoice Date** **PO #**
INV-50909-R4G0C4 5/22/2020

Bill To:

Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

Ship To:

Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2020 - 06/30/2021)	\$13,870.00	1.00	\$13,870.00	
ELA	ELA Membership (07/01/2020 - 06/30/2021)	\$3,468.00	1.00	\$3,468.00	

Dues not processed before September 15 will result in a disruption of services. Officers or employees of LEAs that have not paid dues by September will not be granted access to CSBA's Annual Education Conference and Trade Show. AEC registrations made absent membership dues will be canceled on September 15. Registrants will be refunded, minus a processing fee, and hotel reservations canceled on September 16.

Total Invoice: \$17,338.00

Total Paid: \$0.00

Balance Due: \$17,338.00



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



Customer Number Invoice Number

100797

INV-50909-R4G0C4

Invoice Date

05/22/2020

Terms

Balance Due

\$17,338.00

Make checks payable to:

California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:

Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

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

6.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: CSBA EDUCATIONAL LEGAL ALLIANCE MEMBERSHIP DUES
Period from July 1, 2020 through June 30, 2021, \$3,468.00

Dues not processed before September 15, 2020 will result
in a disruption of services.

Approve

Submitted by: Hilaria Bauer, Ph.D. Title: Superintendent

To the Board of Trustees:

Meeting:

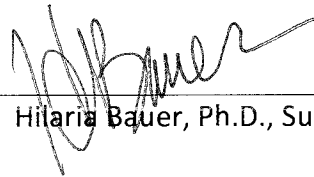
August 13, 2020

Regular Board Meeting

Approve

6.02

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number **Invoice Date** **PO #**
INV-50909-R4G0C4 5/22/2020

Bill To:

Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

Ship To:

Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2020 - 06/30/2021)	\$13,870.00	1.00	\$13,870.00	
ELA	ELA Membership (07/01/2020 - 06/30/2021)	\$3,468.00	1.00	\$3,468.00	

Dues not processed before September 15 will result in a disruption of services. Officers or employees of LEAs that have not paid dues by September will not be granted access to CSBA's Annual Education Conference and Trade Show. AEC registrations made absent membership dues will be canceled on September 15. Registrants will be refunded, minus a processing fee, and hotel reservations canceled on September 16.

Total Invoice: \$17,338.00

Total Paid: \$0.00

Balance Due: \$17,338.00



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100797	INV-50909-R4G0C4	05/22/2020		\$17,338.00

Make checks payable to:

California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:

Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

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

6.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: CSBA GAMUT POLICY PLUS
Period from July 1, 2020 through June 30, 2021, \$3,485.00

Dues not processed before September 15, 2020 will result
in a disruption of services.

Approve

Submitted by: Hilaria Bauer, Ph.D. Title: Superintendent

To the Board of Trustees:

Meeting:

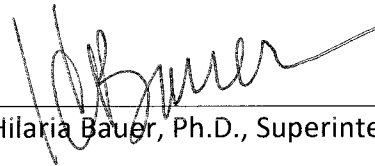
August 13, 2020

Regular Board Meeting

Approve

6.03

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number **Invoice Date** **PO #**
INV-51934-G3J9X5 5/22/2020

Bill To:

Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

Ship To:

Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
GAMUT/POLICY/P LUS	Gamut Policy Plus (07/01/2020 - 06/30/2021)	\$3,485.00	1.00	\$3,485.00	Net 30
GAMUT/POLICY	Gamut Policy (07/01/2020 - 06/30/2021)	\$3,445.00	1.00	\$3,445.00	Net 30

WAIT! Have you renewed your CSBA Membership for 2020/2021? Only CSBA members enjoy exclusive access to GAMUT and our valuable trainings and services. Don't forget to renew your CSBA membership by September 15 to maintain uninterrupted access.

Total Invoice: \$6,930.00

Total Paid: \$0.00

Balance Due: \$6,930.00



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100797	INV-51934-G3J9X5	05/22/2020	Net 30	\$6,930.00

Make checks payable to:

California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:

Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

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

6.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: CSBA GAMUT POLICY
Period from July 1, 2020 through June 30, 2021, \$3,445.00

Dues not processed before September 15, 2020 will result
in a disruption of services.

Approve

Submitted by: Hilaria Bauer, Ph.D. Title: Superintendent

To the Board of Trustees:

Meeting:

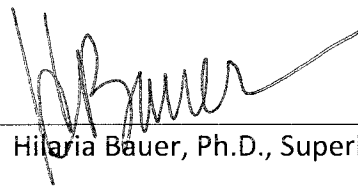
August 13, 2020

Regular Board Meeting

Approve

6.04

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number **Invoice Date** **PO #**
INV-51934-G3J9X5 5/22/2020

Bill To:

Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

Ship To:

Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
GAMUT/POLICY/P LUS	Gamut Policy Plus (07/01/2020 - 06/30/2021)	\$3,485.00	1.00	\$3,485.00	Net 30
GAMUT/POLICY	Gamut Policy (07/01/2020 - 06/30/2021)	\$3,445.00	1.00	\$3,445.00	Net 30

WAIT! Have you renewed your CSBA Membership for 2020/2021? Only CSBA members enjoy exclusive access to GAMUT and our valuable trainings and services. Don't forget to renew your CSBA membership by September 15 to maintain uninterrupted access.

Total Invoice: \$6,930.00

Total Paid: \$0.00

Balance Due: \$6,930.00



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100797	INV-51934-G3J9X5	05/22/2020	Net 30	\$6,930.00

Make checks payable to:

California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:

Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

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

6.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Board Policy 4119.24/4219.24/4319.24, Maintaining Appropriate Adult-Student Interactions – Second Reading**

Attached is the second reading for Board Policy 4119.24/4219.24/4319.24, Maintaining Appropriate Adult-Student Interactions.

Recommendation:

Staff recommends approval of second reading.

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

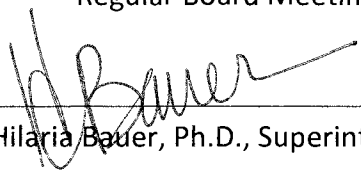
Recommend Approval

6.05

Agenda Placement

Meeting:

August 13, 2020
Regular Board Meeting


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union ESD

Board Policy

Maintaining Appropriate Adult-Student Interactions

BP 4119.24/4219.24/4319.24

Personnel

The Governing Board desires to provide a positive school environment that protects the safety and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, including employees, independent contractors, and volunteers, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting. Such adults shall not engage in unlawful or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

Employees are prohibited from entering into or attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature.

(cf. 5145.7 - Sexual Harassment)

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Superintendent or designee shall protect anyone who reports a violation from retaliation. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred

from school grounds and activities in accordance with law. The Superintendent or designee may also notify law enforcement as appropriate.

(cf. 4117.7/4317.7 - Employment Status Reports)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

(cf. 1113 - District and School Web Sites)
(cf. 5145.6 - Parental Notifications)

Inappropriate Conduct

Employees shall remain vigilant of their position of authority and not abuse it when relating with students. Examples of employee conduct that can undermine professional adult-student interactions or create the appearance of impropriety include, but are not limited to:

1. Initiating inappropriate physical contact
2. Being alone with a student outside of the view of others
3. Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent
4. Maintaining personal contact with a student that has no legitimate educational purpose, by phone, letter, electronic communications, or other means, without including the student's parent/guardian or the principal

When communicating electronically with students, employees shall use district equipment or technological resources when available. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.

(cf. 4040 - Employee Use of Technology)

5. Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee
6. Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business

7. Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames to individual students
8. Addressing a student in an overly familiar manner, such as by using a term of endearment
9. Socializing or spending time with students outside of school-sponsored events, except as participants in community activities
10. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose
11. Transporting a student in a personal vehicle without prior authorization
12. Encouraging students to confide their personal or family problems and/or relationships
13. Disclosing personal, family, or other private matters to students or sharing personal secrets with students

Legal Reference

EDUCATION CODE

44030.5 Employment status reports

44050 Employee code of conduct; employee interactions with students

44242.5 Reports and review of alleged misconduct

44940 Sex offenses and narcotic offenses; compulsory leave of absence

48980 Parental notifications

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

CODE OF REGULATIONS, TITLE 5

80303 Reports of change in employment status, alleged misconduct

80304 Notice of sexual misconduct

Policy ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
adopted: August 13, 2020 San Jose, California

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

6.06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Board Policy 5125, Student Records – Second Reading**

Attached is the second reading for Board Policy 5125, Student Records.

Recommendation:

Staff recommends approval of second reading.

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

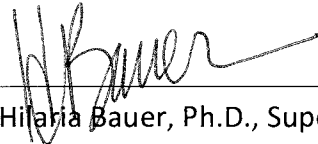
Meeting:

August 13, 2020

Recommend Approval

Regular Board Meeting

6.06



Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union ESD

Board Policy

Student Records

BP 5125

Students

The ~~Board of Trustees~~ Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. ~~The Superintendent or designee shall ensure that the district's administrative regulation and school site procedures for maintaining the confidentiality of student records are consistent with state and federal law.~~

The Superintendent or designee shall establish administrative regulations governing the identification, collection, description, retention, and security of student records, as well as timely access for authorized persons. These regulations shall ensure parental ~~the rights of authorized persons to have timely access to review, inspect, and copy student records and shall protect the student and his/her family from invasion of privacy~~ while maintaining the confidentiality of student records consistent with state and federal law.

(cf. 3580 - District Records)

(cf. 4040 - Employee Use of Technology)

(cf. 5125.1 - Release of Directory Information)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

(cf. 5125.3 - Challenging Student Records)

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated ~~designee~~ employee shall act as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to

administer a state or federally supported educational program. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or judicial subpoena. If a district employee receives such a request, he/she shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

(cf. 5145.13 - Response to Immigration Enforcement)

The Superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall he/she disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)

Student Records from Social Media

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. (Education Code 49073.6)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5131.2 - Bullying)

(cf. 5145.6 - Parental Notifications)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

(cf. 3312 - Contracts)

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

17604 Contracts

48201 Student records for transfer students who have been suspended/expelled

48853.5 Foster youth; placement, immunizations

48902 Notification of law enforcement of specified violations

48904-48904.3 Withholding grades, diplomas, or transcripts
48918 Rules governing expulsion procedures
48980 Parental notifications
48985 Notices in parent/guardian's primary language
49060-49079 Student records
49091.14 Parental review of curriculum
51747 Independent study programs
56050 Surrogate parents
56055 Foster parents
69432.9 Cal Grant program; notification of grade point average

CODE OF CIVIL PROCEDURE

1985.3 Subpoena duces tecum

FAMILY CODE

3025 Access to records by noncustodial parents

6552 Caregiver's authorization affidavit

GOVERNMENT CODE

6252-6260 Inspection of public records

HEALTH AND SAFETY CODE

120440 Immunizations; disclosure of information

PENAL CODE

245 Assault with deadly weapon

WELFARE AND INSTITUTIONS CODE

681 Truancy petitions

701 Juvenile court law

16010 Health and education records of a minor

CODE OF REGULATIONS, TITLE 5

430-438 Individual student records

16020-16027 Destruction of records of school districts

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of Pupil Rights Amendment

UNITED STATES CODE, TITLE 26

152 Definition of dependent child

UNITED STATES CODE, TITLE 42

11434a McKinney-Vento Homeless Assistance Act; definitions

CODE OF FEDERAL REGULATIONS, TITLE 16

Part 312 Children's Online Privacy Protection Rule

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

300.501 Opportunity to examine records for parents of student with disability

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

FEDERAL REGISTER

Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

IDEA and FERPA Confidentiality Provisions, 2014

Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, November 2008

Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Elementary and Secondary Schools, October 2007

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Family Policy Compliance Office,
<http://www.ed.gov/policy/gen/guid/fpc/index.html>

Policy __ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

adopted: July 2, 2013 _____ San Jose, California

Revised: July 9 August 13, 2020

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

6.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Board Policy 1312.1, Complaints Concerning District Employees – Second Reading**

Attached is the second reading for Board Policy 1312.1, Complaints Concerning District Employees.

Recommendation:

Staff recommends approval of second reading.

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

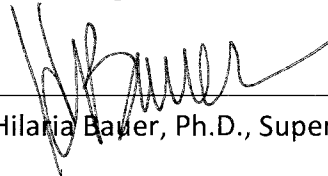
Meeting:

August 13, 2020

Recommend Approval

Regular Board Meeting

6.07



Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union ESD

Board Policy

Complaints Concerning District Employees

BP 1312.1

Community Relations

The Governing Board recognizes its accountability to the public for the quality of the district's educational program and the performance of district employees. The district shall provide a process by which a complaint submitted by any person regarding an employee can be resolved impartially, expeditiously, and with minimal disruption to district operations and the educational program.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

When a concern regarding an employee is presented during a Board meeting or to an individual Board member or employee outside of a Board meeting, the complainant shall be informed of the appropriate complaint procedure.

(cf. 9323 - Meeting Conduct)

Any complaint regarding the Superintendent shall be initially filed in writing with the Board. The Board shall consult with legal counsel or appoint an appropriate agent to conduct the investigation.

The Superintendent or designee shall determine whether a complaint against any other employee should be considered a complaint against the district and/or an individual employee, and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures. Any complaint of child abuse or neglect alleged against a district employee shall be reported to the appropriate local agencies in accordance with law and BP 5141.4 - Child Abuse Prevention and Reporting. Any complaint alleging that an employee engaged in unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in district programs and activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. Any complaint by an employee, job applicant, volunteer, intern, or independent contractor alleging unlawful discrimination or harassment by an employee shall be filed in accordance with AR 4030 -Nondiscrimination in Employment. ~~The Board of Trustees accepts responsibility for providing a means by which the public can hold employees accountable for their actions. The Board desires that complaints be resolved expeditiously without disrupting the educational process.~~

~~The Superintendent or designee shall develop regulations which permit the public to submit complaints against district employees in an appropriate way. These regulations shall protect the rights of involved parties. The Board may serve as an appeals body if the complaint is not resolved.~~

(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 3555 - Nutrition Program Compliance)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4144/4244/4344 - Complaints)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

~~(cf. 3515.2 - Disruptions)~~

Any complaint subject to this policy and the accompanying administrative regulation shall be investigated by the principal, the employee's immediate supervisor, the Superintendent or designee, legal counsel, agent of the Board, and/or other appropriate person who is not the subject of the complaint or subordinate to the employee charged in the complaint. The complainant and the employee shall have an opportunity to present information relevant to the complaint.

A complaint that is filed anonymously may be investigated by the Superintendent or designee depending on the specificity and reliability of the information.

If a complainant requests confidentiality, the Superintendent or designee shall inform the complainant that the request may limit the district's ability to investigate the employee's conduct or take other necessary action. However, the Superintendent or designee shall take all reasonable steps to investigate and resolve the complaint without divulging the complainant's identity.

~~The Board prohibits retaliation against complainants. The Superintendent or designee at his/her discretion may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint. The district will not investigate anonymous complaints unless it so desires.~~

Appeals

If either the complainant or the employee submits an appeal of the Superintendent's decision to the Board, the Board shall determine whether to uphold the Superintendent's decision without hearing the complaint, appoint an appeals committee to advise the Board, or hear the appeal itself.

(cf. 9130 - Board Committees)

If ~~it~~ the Board decides to hear the complaint, the matter shall be addressed in closed session in accordance with ~~law~~ Government Code 54957 unless the employee requests that it be heard in

open session. The Board shall review the original complaint and additional information provided by the Superintendent or designee regarding the steps taken to resolve the issue.

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9323 - Meeting Conduct)

The Board's decision shall be final.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

33308.1 Guidelines on procedure for filing child abuse complaints

35146 Closed sessions

44031 Personnel file contents and inspection

44811 Disruption of public school activities

44932-44949 Resignation, dismissal and leaves of absence (rights of employee; procedures to follow)

48987 Child abuse guidelines

GOVERNMENT CODE

54957 Closed session; complaints re employees

54957.6 Closed session; salaries or fringe benefits

PENAL CODE

273 Cruelty or unjustifiable punishment of child

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

300 Minors subject to jurisdiction of juvenile court

COURT DECISIONS

Baca v. Moreno Valley Unified School District, (1996) 936 F. Supp. 719

Management Resources:

~~CDE LEGAL ADVISORIES~~

~~0910.93 Guidelines for parents to report suspected child abuse by school district employees or other persons against a pupil at school site (LO:4-93)~~

Policy ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

adopted: July 2, 2013 San Jose, California

Revised: ~~July 9~~ August 13, 2020

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

6.08

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Board Policy 1312.3, Uniform Complaint Procedures – First Reading**

Attached is the first reading for Board Policy 1312.3, Uniform Complaint Procedures.

Recommendation:

Staff recommends approval of first reading.

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting:

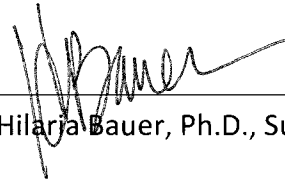
August 13, 2020

Information Only

Regular Board Meeting

6.08

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union ESD

Board Policy

Uniform Complaint Procedures

BP 1312.3

Community Relations

The Board of Trustees recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal laws or regulations governing any program subject to the UCP which is offered by the district, including After School Education and Safety programs; ~~a child nutrition~~ child nutrition programs; compensatory education; school safety plans; ~~early education programs~~ California State Preschool Programs; and any other district-implemented state categorical program that is not funded through the local control funding formula pursuant to Education Code 64000

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

~~(cf. 6170 - Title I Programs)~~

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Learners)

2. Any complaint, by a student, employee, or other person participating in a district program or activity, alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, ~~sexual orientation~~ sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group

with one or more of these actual or perceived characteristics (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board-imposed graduation requirements (Education Code 46015)

5. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)

(cf. 3320 - Claims and Actions Against the District)

6. Any complaint alleging district noncompliance with applicable requirements of Education Code 52060-52077 related to the implementation of the local control and accountability plan, including the development of a local control funding formula budget overview for parents/guardians (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

7. Any complaint alleging noncompliance with requirements related to the development of a school plan for student achievement or the establishment of a school site council, as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64000-64001, 65000-65001)

(cf. 0420 - School Plans/Site Councils)

8. Any complaint, by or on behalf of a student who is a foster youth as defined in Education Code 51225.2, alleging district noncompliance with any requirement applicable to the student regarding placement decisions; the responsibilities of the district's educational liaison to the student; the award of credit for coursework satisfactorily completed in another school, district, or

country; school or records transfer; or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173.1 - Education for Foster Youth)

9. Any complaint alleging district noncompliance with the physical education instructional minutes requirement ~~for students in elementary school~~ (Education Code 51210, ~~51222~~, 51223)

(cf. 6142.7 - Physical Education and Activity)

~~10. Complaints regarding the noncompliance of a license-exempt California State Preschool Program (CSPP) with health and safety standards specified in Health and Safety Code 1596.7925 and related state regulations (Education Code 6236.5; Health and Safety Code 1596.7925)~~

~~11.~~ 10. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

~~12.~~ 11. Any other complaint as specified in a district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process ~~to meet a condition to use for resolving a complaint in a manner~~ that is acceptable to all parties. ~~An ADR process~~ such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines

specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division and the appropriate law enforcement agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.

Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, ~~teacher vacancies and misassignments~~ shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 8235.5, 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32280-32289 School safety plan, uniform complaint procedures

~~33380-33384 California Indian Education Centers~~

35186 Williams uniform complaint procedures

~~44500-44508 California Peer Assistance and Review Program for Teachers~~

46015 Parental leave for students

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49014 Student fees

49060-49079 Student records, especially:

49069.5 Records of foster youth

49490-49590 Child nutrition programs

49701 Interstate Compact on Educational Opportunity for Military Children

51210 Courses of study grades 1-6

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements

51226-51226.1 Career technical education

51228.1-51228.3 Course periods without educational content

52060-52077 Local control and accountability plan, especially:

52075 Complaint for lack of compliance with local control and accountability plan requirements

~~52160-52178 Bilingual education programs~~

52300-52462 Career technical education

52500-52616.24 Adult schools

~~54000-54026 Non-credit adult education~~

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

~~56000-56009 Special schools and centers~~

59000-59300 Special schools and centers

64000-64001 Consolidated application process; school plan for student achievement

65000-65001 School site councils

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

HEALTH AND SAFETY CODE

1596.792 California Child Day Care Act; general provisions and definitions

1596.7925 California Child Day Care Act; health and safety regulations

~~17000-17009 California Child Day Care Act; health and safety regulations~~

PENAL CODE

422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 2
11023 Harassment and discrimination prevention and correction
CODE OF REGULATIONS, TITLE 5
~~2020 Applicability of uniform complaint procedures to complaints regarding students with disabilities~~
4600-4670 Uniform complaint procedures
4680-4687 Williams uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
6301-6576 Title I Improving the Academic Achievement of the Disadvantaged
6801-7014 Title III language instruction for limited English proficient and immigrant students
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
12101-12213 Title II equal opportunity for individuals with disabilities
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Notification of nondiscrimination on the basis of age

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~California Department of Education 2017-2018, 2018-2019, 2019-2020~~

Sample UCP Board Policies and Procedures

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter, September 22, 2017

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Family Policy Compliance Office: <https://www2.ed.gov/policy/gen/guid/fpco>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Policy ____ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

adopted: July 2, 2013 San Jose, California

Revised: September 12, 2019

Revised: August 13, 2020

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

6.09

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Board Policy 0450, Comprehensive Safety Plan – Third Reading**

Attached is the third reading for Board Policy 0450, Comprehensive Safety Plan.

Recommendation:

Staff recommends approval of third reading.

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Recommend Approval

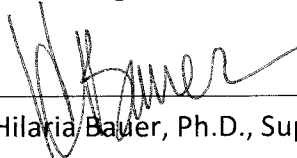
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Agenda Placement

Meeting:

August 13, 2020

Regular Board Meeting



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union ESD

Board Policy

Comprehensive Safety Plan

BP 0450

Philosophy, Goals, Objectives and Comprehensive Plans

The Board of Trustees recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 3515 - Campus Security)

(cf. 3515.2 - Disruptions)

(cf. 3515.3 - District Police/Security Department)

(cf. 3515.7 - Firearms on School Grounds)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5131.4 - Student Disturbances)

(cf. 5131.41 - Use of Seclusion and Restraint)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5136 - Gangs)

(cf. 5137 - Positive School Climate)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

The school site council at each district school shall develop a comprehensive school safety plan relevant to the needs and resources of that particular school. New school campuses shall develop a safety plan within one year of initiating operations. (Education Code 32281, 32286)

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

The school safety plan shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.

~~Each school shall forward its comprehensive safety plan to the Board for approval. (Education Code 32288)~~ Each school shall forward its comprehensive safety plan to the Board for approval. (Education Code 32288)

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

(cf. 0500 - Accountability)
(cf. 9320 - Meetings and Notices)

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Tactical Response Plan

Notwithstanding the process described above, any portion of a comprehensive safety plan that ~~addresses~~includes tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with ~~a~~ a representative(s) of ~~an~~ an employee bargaining unit(s), if ~~he/she~~ he/she they chooses choose to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

~~Public~~ Public Access to Safety Plan(s)

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

(cf. 1340 - Access to District Records)

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

The Superintendent or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32260-32262 Interagency School Safety Demonstration Act of 1985

32270 School safety cadre

32280-32289 School safety plans

32290 Safety devices

35147 School site councils and advisory committees

35183 School dress code; uniforms

35291 Rules

35291.5 School-adopted discipline rules

~~35294.10-35294.15 School Safety and Violence Prevention Act~~ 35294.10-35294.15 School Safety and Violence Prevention Act

41020 Annual audits

~~41510-41514 School Safety Consolidated Competitive Grant Program~~ 41510-41514 School Safety Consolidated Competitive Grant Program

48900-48927 Suspension and expulsion

48950 Speech and other communication

49079 Notification to teacher; student act constituting grounds for suspension or expulsion

67381 Violent crime

GOVERNMENT CODE

54957 Closed session meetings for threats to security

PENAL CODE

422.55 Definition of hate crime

626.8 Disruptions

11164-11174.3 Child Abuse and Neglect Reporting Act

CALIFORNIA CONSTITUTION

Article 1, Section 28(c) Right to Safe Schools

CODE OF REGULATIONS, TITLE 5

11987-11987.7 School Community Violence Prevention Program requirements

11992-11993 Definition, persistently dangerous schools

UNITED STATES CODE, TITLE 20

7111-7122 Student Support and Academic Enrichment Grants

~~7101-7165 Safe and Drug Free Schools and Communities~~ 7101-7165 Safe and Drug Free Schools and Communities

7912 Transfers from persistently dangerous schools

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, Third Edition, Third Edition, revised October-October 2011

Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2010

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Safe Schools: A Planning Guide for Action, 2002

FEDERAL BUREAU OF INVESTIGATION PUBLICATIONS

Uniform Crime Reporting Handbook, 2004

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007

Early Warning, Timely Response: A Guide to Safe Schools, August 1998
Early Warning, Timely Response: A Guide to Safe Schools, August 1998

U.S. SECRET SERVICE AND U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2002 2002 2004

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Safe Schools: <http://www.cde.ca.gov/lr/ss>

California Emergency Management Agency: <http://www.calema.ca.gov>
California Emergency Management Agency: <http://www.calema.ca.gov>

California Governor's Office of Emergency Services:

<http://www.caloes.ca.gov>
<http://www.caloes.ca.gov>

California Healthy Kids Survey: <http://chks.wested.org>
<http://chks.wested.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov/ViolencePrevention>

Federal Bureau of Investigation: <http://www.fbi.gov>

National Alliance for Safe Schools: <http://www.safeschools.org>
National Alliance for Safe Schools: <http://www.safeschools.org>

National Center for Crisis Management: <http://www.schoolcrisisresponse.com>

National School Safety Center: <http://www.schoolsafety.us>

U.S. Department of Education: <http://www.ed.gov>

U.S. Secret Service, National Threat Assessment Center:

<http://www.secretservice.gov/protection/ntac>
[ntac_ssi.shtml](http://www.secretservice.gov/protection/ntac) [ntac_ssi.shtml](http://www.secretservice.gov/protection/ntac)

Policy ____ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

adopted: _July 2, 2013 _____San Jose, California

Revised: ~~June 25~~July 9, 2020 June 25 July 9, 2020 August 13, 2020

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

6.10

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Board Policy 3580, District Records – First Reading**

Attached is the first reading for Board Policy 3580, District Records.

Recommendation:

Staff recommends approval of first reading.

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees:

Meeting:

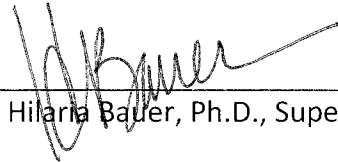
August 13, 2020

Information Only

Regular Board Meeting

6.10

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union ESD

Board Policy

District Records

BP 3580

Business and Noninstructional Operations

The Governing Board recognizes the importance of securing and retaining district documents. The Superintendent or designee shall ensure that district records are developed, maintained, and disposed of in accordance with law, Board policy, and administrative regulation.

(cf. 1340 - Access to District Records)

(cf. 3440 - Inventories)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 5125 - Student Records)

The Superintendent or designee shall consult with district legal counsel, site administrators, district information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of district documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.

(cf. 0440 - District Technology Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 4040 - Employee Use of Technology)

(cf. 9011 - Board Member Electronic Communications)

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, loss, or theft.

~~(cf. 4112.6/4212.6/4312.6 - Personnel Files)~~

~~(cf. 5125 - Student Records)~~

(cf. 5125.1 - Release of Directory Information)

The Superintendent or designee shall ensure that employees receive information about the district's document management system, including retention and confidentiality requirements and an employee's obligations in the event of a litigation hold established on the advice of legal counsel.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

If the district discovers or is notified that a breach of security of district records containing unencrypted personal information has occurred, the Superintendent or designee shall notify every individual whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Personal information includes, but is not limited to, a social security number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account. (Civil Code 1798.29)

The Superintendent or designee shall provide the notice in a timely manner either in writing or electronically, unless otherwise provided in law. The notice shall include the material specified in Civil Code 1798.29, be formatted as required, and be distributed in a timely manner, consistent with the legitimate needs of law enforcement to conduct an uncompromised investigation or any measures necessary to determine the scope of the breach and restore reasonable integrity of the data system. (Civil Code 1798.29)

(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

Safe at Home Program

District public records shall not include the actual addresses of students, parents/guardians, or employees when a substitute address is designated by the Secretary of State pursuant to the Safe at Home program. (Government Code 6206, 6207)

When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish district residency requirements for enrollment and for school emergency purposes.

(cf. 5111.1 - District Residency)

(cf. 5141 - Health Care and Emergencies)

Legal Reference:

EDUCATION CODE

35145 Public meetings

35163 Official actions, minutes and journal

35250-35255 Records and reports

44031 Personnel file contents and inspection

49065 Reasonable charge for transcripts

49069 Absolute right to access

CIVIL CODE

1798.29 Breach of security involving personal information

CODE OF CIVIL PROCEDURE

1985.8 Electronic Discovery Act

2031.010-2031.060 Civil Discovery Act, scope of discovery demand

2031.210-2031.320 Civil Discovery Act, response to inspection demand

GOVERNMENT CODE

6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking

6252-6265 Inspection of public records

12946 Retention of employment applications and records for two years

PENAL CODE

11170 Retention of child abuse reports

CODE OF REGULATIONS, TITLE 5

430 Individual student records; definition

432 Varieties of student records

16020-16022 Records, general provisions

16023-16027 Retention of records

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.8 Family Educational Rights and Privacy Act

Management Resources:

WEB SITES

California Secretary of State: <http://www.sos.ca.gov/safeathome>

Policy ____ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

approved: July 2, 2013 _____San Jose, California

Revised: February 13, 2014

Revised: ~~June~~August 913, 2020

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

6.11

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve Amended Administrative Regulation 3315 (Campus Security).

Approve

Submitted by: Hilaria Bauer, Ph.D. Title: Superintendent

To the Board of Trustees:

Meeting:

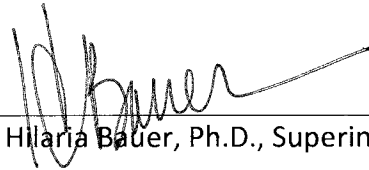
August 13, 2020

Regular Board Meeting

Approve

6.11

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Campus Security

The Superintendent or designee shall develop a campus security plan that contributes to a positive school climate, fosters social and emotional learning and student well-being, and shall ensure that the district's campus security plan includes strategies to:

1. Secure the campus perimeter and school facilities in order to prevent criminal activity

These strategies include a risk management analysis of each campus' security system, lighting system, and fencing. Procedures to ensure unobstructed views and eliminate blind spots caused by doorways and landscaping shall also be considered. In addition, parking lot design may be studied, including methods to discourage through traffic.

2. Secure buildings from outsiders and discourage trespassing

These strategies may include installing locks, requiring visitor registration, providing staff and student identification tags, and District staff patrolling of places used for congregating and loitering.

(cf. 1250 - Visitors/Outsiders)

(cf. 3515.2 - Disruptions)

(cf. 5112.5 - Open/Closed Campus)

3. Discourage vandalism and graffiti

These strategies may include plans to immediately cover graffiti as well as campus beautification projects and shall also include students and the community in these projects.

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5131.5 - Vandalism and Graffiti)

(cf. 5137 - Positive School Climate)

4. Control access to keys and other school inventory

(cf. 3440 - Inventories)

5. Detect and intervene with school crime

These strategies may include the creation of a school watch program, an anonymous crime reporting system, and analysis of school crime incidents, and collaboration with local law enforcement agencies, including providing for law enforcement presence. The District shall not hire local law enforcement or law enforcement officers to serve or act as school resource officers on District campuses.

~~(cf. 3515.3 - District Police/Security Department)~~

~~(cf. 5131.2 - Bullying)~~

~~(cf. 5131.7 - Weapons and Dangerous Instruments)~~

~~(cf. 5141.52 - Suicide Prevention)~~

~~(cf. 5138 - Conflict Resolution/Peer Mediation)~~

~~(cf. 5145.9 - Hate-Motivated Behavior)~~

~~(cf. 6164.2 - Guidance/Counseling Services)~~

~~(cf. 5116.1 - Intradistrict Open Enrollment)~~

~~(cf. 5138 - Conflict Resolution/Peer Mediation)~~

~~(cf. 5145.9 - Hate-Motivated Behavior)~~

All staff shall receive training in building and grounds security procedures.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Locks

All state-funded new construction and modernization projects shall include locks that allow doors to classrooms and any room with an occupancy of five or more persons to be locked from the inside. Student restrooms and doors that lock from the outside at all times are not required to have locks that can be locked from the inside. (Education Code 17075.50, 17583; 24 CCR 1010.1.9, 1010.1.11)

Keys

All keys used in a school shall be the responsibility of the principal or designee. Keys shall be issued only to those employees who regularly need a key in order to carry out normal activities of their position.

The principal or designee shall create a key control system with a record of each key assigned and room(s) or building(s) which the key opens.

Keys shall never be loaned to students, parents/guardians, or volunteers, nor shall the master key ever be loaned. ~~Keys shall be used only by authorized employees and shall never be loaned to students. The master key shall not be loaned.~~

The person issued a key shall be responsible for its safekeeping. The duplication of school keys is prohibited. If a key is lost, the person responsible shall immediately report the loss to the principal or designee and shall pay for a replacement key.

Regulation ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

~~a~~Approved: July 2, 2013 San Jose, California

Amended: August 13, 2020

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

7.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Solar Energy in Alum Rock Update.

Information Only:

Submitted by: Hilaria Bauer, Ph.D. Title: Superintendent

To the Board of Trustees:

Meeting:

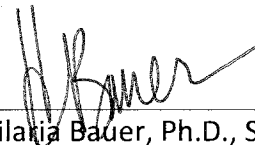
August 13, 2020

Regular Board Meeting

Information Only

7.01

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

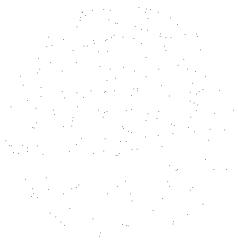
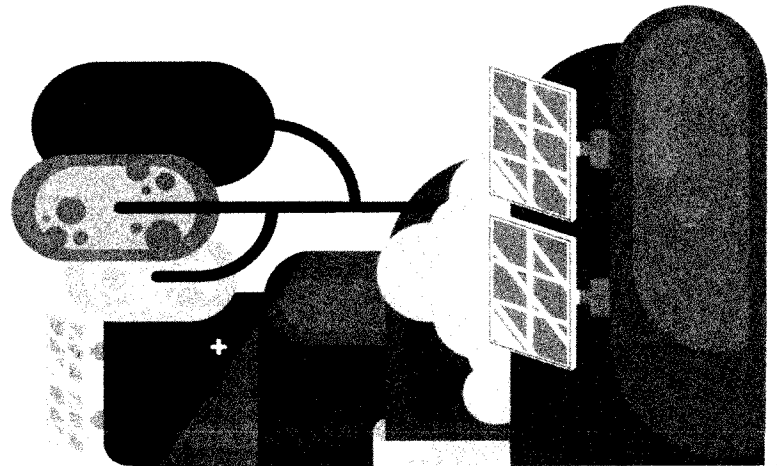
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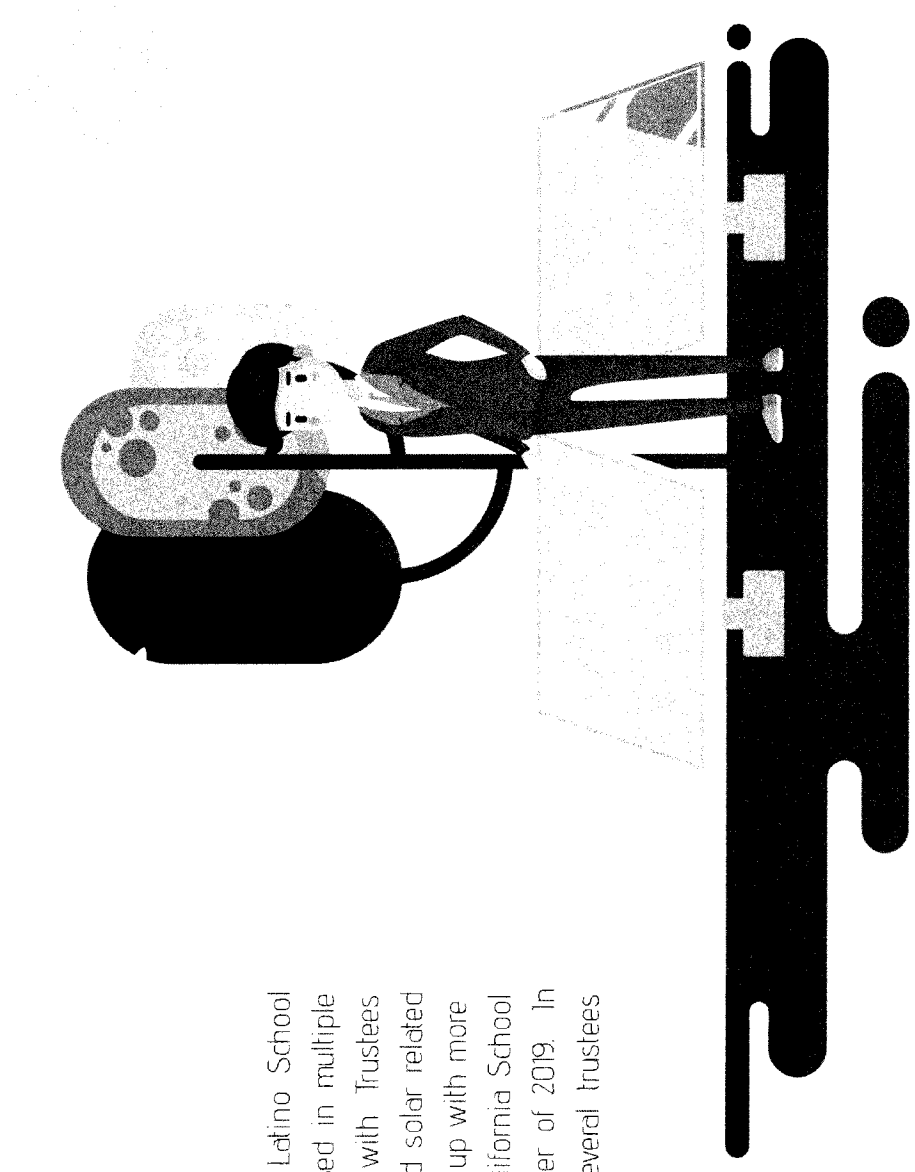
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In October of 2019 at the California Latino School Board Association Conference I engaged in multiple discussions regarding solar energy with Trustees throughout the state, as well as visited solar related vendor tables. I followed this research up with more discussion and investigation at the California School Board Association Meeting in December of 2019. In an ARUSD Special Board Meeting, several trustees expressed some interest in the concept.



What are the risks of not participating in a solar energy program?

What are the risks of participating in a solar energy program?



Understanding of what is commonly known as a Solar Power Purchase Agreement (PPA)

An understanding of what is commonly known as a Solar Power Purchase Agreement (PPA)



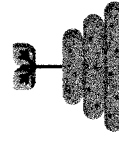
Understanding of the risks of not participating in a solar energy program

A general risk analysis to consider any legal issues of import with regards to initiating and participating in a solar energy program



Understanding of the risks of not participating in a solar energy program

A general cost benefit analysis of participation in a district wide solar energy program



Understanding of the risks of not participating in a solar energy program

Potential advantages or drawbacks of beginning a solar energy program, specific to the current ARUSD environment



- District provides the capital for the purchase and installation of the entire system, and then owns the system.



- District responsible for all of the maintenance costs, and receives all of the savings, resulting from generating solar power.



- Some districts do not have access to low-cost financing or voter-supported bonds that would make district ownership possible.



- This could indeed be a potentially significant challenge for APUSD currently.

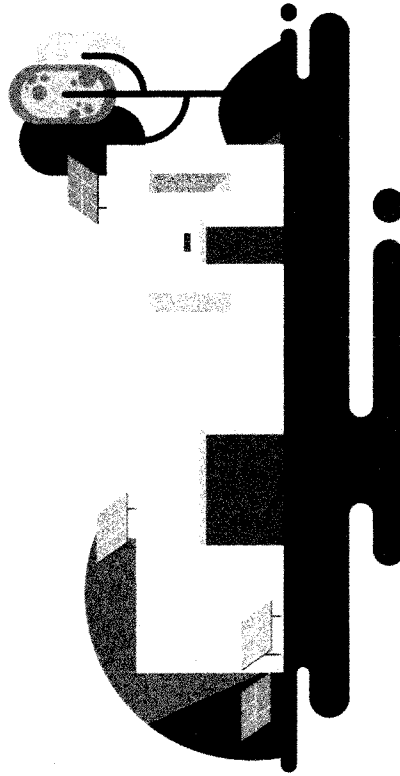


- A solar power purchase agreement - a developer arranges for the design, permitting, financing and installation of a solar energy system on a customer's property at little to no cost.

- The developer, or solar company, sells the power generated from the solar power systems to the host customer (school district) at a fixed rate that is typically lower than the local utility's retail rate.



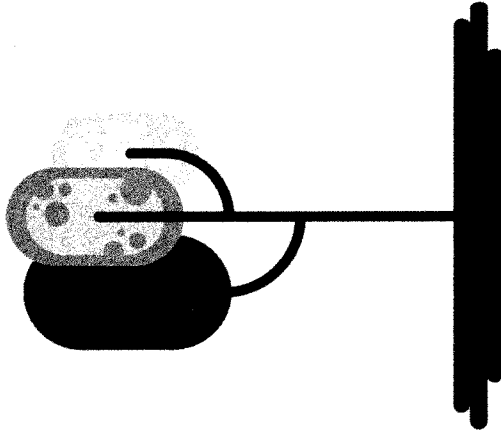
- This lower electricity price serves to offset the customer's purchase of electricity from the grid.



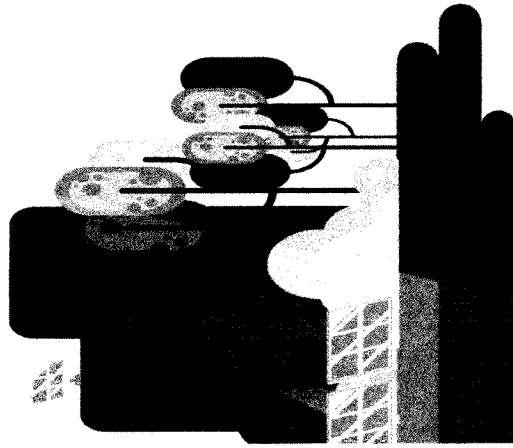
PPAs typically range from 10 to 30 years in duration

The developer remains responsible for the operation and maintenance of the system for the duration of the agreement, at no cost to the customer (school district).

- PPA contract term, a customer may be able to extend the PPA, have the developer remove the system or choose to buy the solar energy system from the developer.



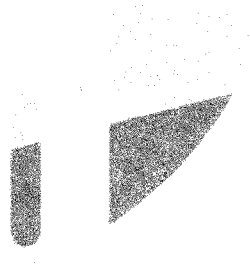
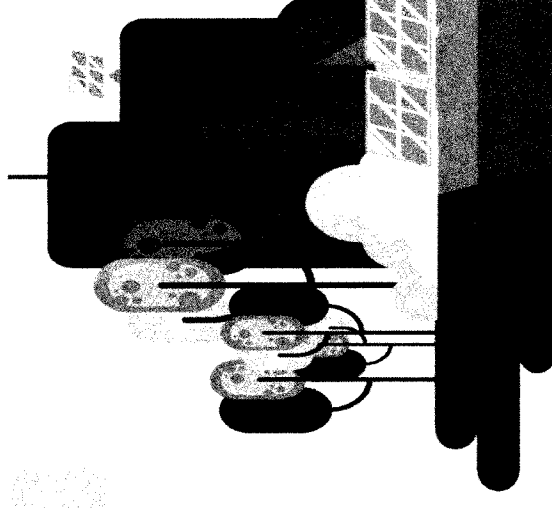
If the financing utilized in a PPA generates a new revenue stream for the district (essentially, if the combined value of the avoided current electricity costs greater than the cost of the financing), then the district will have more money in its General Fund, that could be used towards district needs.



- **No or low upfront costs:** The developer handles the costs of installing the solar PV system. The customer (school district) is able to begin saving as soon as the system becomes operational.
- **Reduced energy costs:** Solar PPAs can provide a fixed, predictable cost of electricity for the duration of the agreement. Under a fixed escalator plan, the price the customer pays rises at a predetermined rate, typically between 2% – 5%. This is often lower than projected utility price increases.
- **Limited risk:** Developer responsible for **all** system performance, maintenance, and operating risk.
- **Potential student focused STEM opportunities:** Some developers utilize the concepts of solar energy to create curriculum/materials that can be utilized in STEM based units for students.
- **Reduction of the district's carbon footprint:** If all schools switched completely to clean energy (i.e. solar), it would be the equivalent of taking one-in-seven passenger cars off the road. ARUSD would be contributing to a cleaner environment for students locally, as well as globally.



- **Potential offset of expenditures from bond funds:** The possibility exists that during installation a developer, could also replace district electrical panels, which are currently identified as expenditures coming from bond monies. These costs could potentially and theoretically be incorporated into the calculations for the PPA, and essentially amortized over time for the length of the agreement. **This would free up bond money** in the immediate to use towards other facilities priorities identified in our most recent needs assessment.
- **Additional income generated towards ARUSD General Funds balance:** This additional revenue into the General Fund could be used towards various district expenditures.



CONCEPTUAL DESIGN

SOURCE OF FUNDS

There would be **no need for funding** as upfront capital costs are handled by the developer if utilizing a PPA

PROGRAM AND BUDGET IMPACT

Staff would need to provide further analysis to more accurately determine budget impact, but preliminary analysis suggests that **savings to the district could approach \$200,000 – \$400,000 annually, and up to between \$20,000,000 – \$40,000,000 for the duration of the agreement.**

SIMILAR PROJECTS

In the past ten years or so, **a number of our neighboring districts have incorporated solar energy into their districts**, utilizing both the ownership as well as the PPA models. These districts include, but are not limited to:

- East Side Union High School District
- Berrysessa Union School District
- San Jose Unified School District
- Franklin McKinley School District
- Oak Grove School District
- Milpitas Unified School District
- Santa Clara Unified School District
- Campbell Union School District

ADDITIONAL INFORMATION

In Brighter Future: A Study on Solar in US Schools Report, the Solar Energy Industries Association states that there are 3,752 K-12 schools in the United States with solar installations. California has the most school installations, with nearly 2,000 schools that use solar power. **Many schools and districts are also incorporating renewable energy into their science, technology, engineering and math (STEM) lessons**

YEAR	Electricity Cost with 4% Increase Annually (Assumption A)	Electricity Cost with 3% Increase Annually (Assumption B)	Electricity Cost with 2% Increase Annually (Assumption C)	PPA Payments (Fixed Rate throughout Life of Contract)	Savings Based on Assumption A	Savings Based on Assumption B	Savings Based on Assumption B
	A	B	C	D	F = A - D	G = B - D	H = C - D
1	\$ 1,488,787	\$ 1,488,787	\$ 1,488,787	\$ 1,026,982	\$ 461,805	\$ 461,805	\$ 461,805
2	\$ 1,548,338	\$ 1,533,451	\$ 1,518,563	\$ 1,026,982	\$ 521,356	\$ 506,469	\$ 491,581
3	\$ 1,610,272	\$ 1,579,454	\$ 1,548,934	\$ 1,026,982	\$ 583,290	\$ 552,472	\$ 521,952
4	\$ 1,674,683	\$ 1,626,838	\$ 1,579,913	\$ 1,026,982	\$ 647,701	\$ 599,856	\$ 552,931
5	\$ 1,741,670	\$ 1,675,643	\$ 1,611,511	\$ 1,026,982	\$ 714,688	\$ 648,661	\$ 584,529
6	\$ 1,811,337	\$ 1,725,912	\$ 1,643,741	\$ 1,026,982	\$ 784,355	\$ 698,930	\$ 616,759
7	\$ 1,883,791	\$ 1,777,690	\$ 1,676,616	\$ 1,026,982	\$ 856,809	\$ 750,708	\$ 649,634
8	\$ 1,959,142	\$ 1,831,020	\$ 1,710,148	\$ 1,026,982	\$ 932,160	\$ 804,038	\$ 683,166
9	\$ 2,037,508	\$ 1,885,951	\$ 1,744,351	\$ 1,026,982	\$ 1,010,526	\$ 858,969	\$ 717,369
10	\$ 2,119,008	\$ 1,942,529	\$ 1,779,238	\$ 1,026,982	\$ 1,092,026	\$ 915,547	\$ 752,256
11	\$ 2,203,768	\$ 2,000,805	\$ 1,814,823	\$ 1,026,982	\$ 1,176,786	\$ 973,823	\$ 787,841
12	\$ 2,291,919	\$ 2,060,829	\$ 1,851,120	\$ 1,026,982	\$ 1,264,937	\$ 1,033,847	\$ 824,138
13	\$ 2,383,596	\$ 2,122,654	\$ 1,888,142	\$ 1,026,982	\$ 1,356,614	\$ 1,095,672	\$ 861,160
14	\$ 2,478,940	\$ 2,186,334	\$ 1,925,905	\$ 1,026,982	\$ 1,451,958	\$ 1,159,352	\$ 898,923
15	\$ 2,578,097	\$ 2,251,924	\$ 1,964,423	\$ 1,026,982	\$ 1,551,115	\$ 1,224,942	\$ 937,441
16	\$ 2,681,221	\$ 2,319,482	\$ 2,003,711	\$ 1,026,982	\$ 1,654,239	\$ 1,292,500	\$ 976,729
17	\$ 2,788,470	\$ 2,389,066	\$ 2,043,786	\$ 1,026,982	\$ 1,761,488	\$ 1,362,084	\$ 1,016,804
18	\$ 2,900,009	\$ 2,460,738	\$ 2,084,661	\$ 1,026,982	\$ 1,873,027	\$ 1,433,756	\$ 1,057,679
19	\$ 3,016,009	\$ 2,534,560	\$ 2,126,354	\$ 1,026,982	\$ 1,989,027	\$ 1,507,578	\$ 1,099,372
20	\$ 3,136,650	\$ 2,610,597	\$ 2,168,882	\$ 1,026,982	\$ 2,109,668	\$ 1,583,615	\$ 1,141,900
21	\$ 3,262,116	\$ 2,688,915	\$ 2,212,259	\$ 1,026,982	\$ 2,235,134	\$ 1,661,933	\$ 1,185,277
22	\$ 3,392,600	\$ 2,769,582	\$ 2,256,504	\$ 1,026,982	\$ 2,365,618	\$ 1,742,600	\$ 1,229,522
23	\$ 3,528,304	\$ 2,852,670	\$ 2,301,634	\$ 1,026,982	\$ 2,501,322	\$ 1,825,688	\$ 1,274,652
24	\$ 3,669,436	\$ 2,938,250	\$ 2,347,667	\$ 1,026,982	\$ 2,642,454	\$ 1,911,268	\$ 1,320,685
25	\$ 3,816,214	\$ 3,026,397	\$ 2,394,620	\$ 1,026,982	\$ 2,789,232	\$ 1,999,415	\$ 1,367,638
	\$ 62,001,887	\$ 54,280,079	\$ 47,686,294	\$ 25,674,550	\$ 36,327,337	\$ 28,605,529	\$ 22,011,744

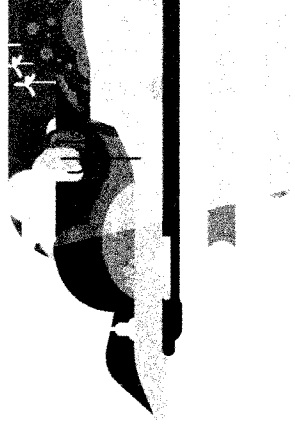
The potential benefits of this PPA model is that it allows school districts and public agencies to avoid many of the traditional hurdles to on-site Solar PV systems: no high upfront capital costs, no system performance risk, and no risk associated with complex design and permitting processes or on-going maintenance costs.

A solar Power Purchase Agreement (PPA) is a contract whereby a third-party developer/contractor installs, owns, operates, and maintains a solar photovoltaic system on school district property. The school district (as the site "host") agrees to allow for the installation and maintenance of the Solar PV system equipment on its school property. Once operational, that equipment generates electricity. The school district then purchases the electricity output generated by the Solar PV system for its school(s) from the developer for the contract term (typically, 20+ years). The district is not purchasing the equipment or the system, just the electricity generated by the system. Typically, the developer bears all costs and expenses of the installation, operation and maintenance of all of the Solar PV system and equipment for the entire duration of the contract. Except for transactional costs (i.e., the cost of negotiating the contract(s)), there could be no costs to the district in connection with the system.

Ideally, this contractual arrangement allows the school district to receive stable and potentially low-cost electricity (in specified amounts) over the entire term of the contract, which can result in budgetary savings to the school district.

As in any contract, ARUSD should be vigilant and thorough in making a decision on solar.

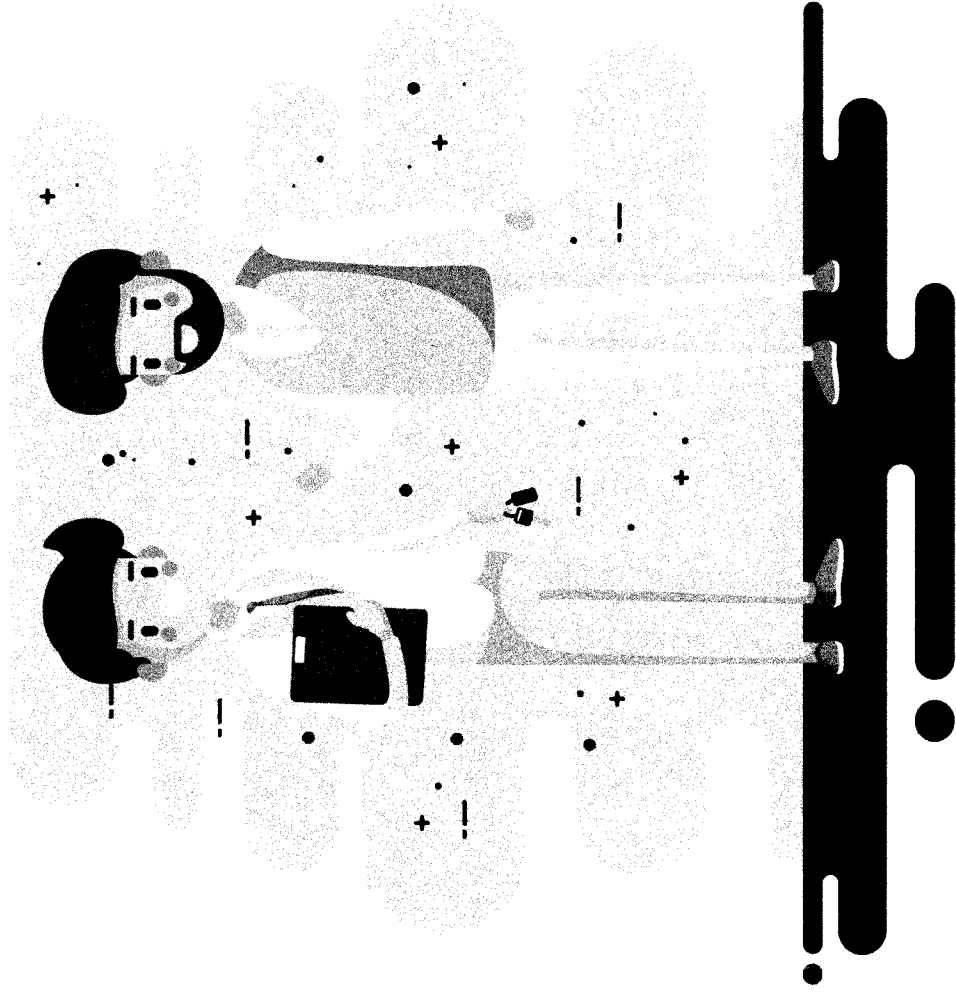
That being said, the families and students of Alum Rock DESERVE for us to consider solar energy as an option to bring SIGNIFICANT long term financial benefits to the district.



ARUSD
Trustee

ARUSD
Trustee

ARUSD
Trustee



ARUSD
Trustee

ARUSD
Trustee

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

8.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Date: July 24, 2020

Subject: 45 Day Budget Revision

Staff Analysis: Education Code Section 42127(h) states *“Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act.”*

On Monday, June 29, 2020, Governor Newsom signed the 2020 Budget Act. Any budget based on the 2020-21 enacted State Budget will need to be made available for public review within 45 days or by August 13, 2020.

Recommendation: Staff recommends that the Board of Trustees approve the 45 Day Budget Revision as presented.

Approved by: Kolvira Chheng



Title: Assistant Superintendent of Business Services

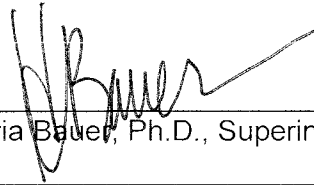
To the Board of Trustees:

Meeting: August 13, 2020
Regular Board Meeting

Recommended Approval

8.01

Agenda Placement



Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

8.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Date: July 24, 2020

Subject: **Delegation of Authority to Approve Bids and Award Contracts for Facilities Improvements in the Event of any Unforeseen Urgent Need District Wide.**

Staff Analysis: Due to conflicts between bid dates and board agenda deadlines, significant delays may occur. With the flexibility afforded by a Delegation of Authority to the Superintendent, projects may be completed in a timely manner. The projects may include the following trades: electrical, low voltage, plumbing, flooring, and carpentry. This is not an all-inclusive listing of trades. Staff recommends awarding contracts by the Superintendent if it is determined to be in the best interest of the District. All contracts will be placed on future Board agendas for ratification by the Board. This Delegation of Authority shall be valid for the duration of the 2019-2020 school term.

Recommendation: Staff requests the Board delegate authority to the Superintendent to award contracts for Facility improvements and/or remediation, per Education Code Section 17604.

Prepared by: Maria J. Martinez *M.M.*

Title: Procurement Manager

Approved by: Kolvira Chheng *K*

Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: August 13, 2020
Regular Board Meeting

Recommended Approval

8.02

Agenda Placement

[Signature]

Hilana Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: August 3, 2020

Subject: Citizen's Bond Oversight Committee (CBOC) Appointment

Staff Analysis: Alum Rock Union Elementary School District Independent Citizen's Bond Oversight Committee (CBOC) Bylaws; "Bylaws" defines Membership, Qualification Standards, Ethics: Conflict of Interest, Term, Appointment and Removal Process.


Based on the membership requirements, defined in the Bylaws, the CBOC is a seven (7) members committee, which consists of one (1) Senior Citizen Group, two (2) Community-at-Large, two (2) PTA/SCC/Parent, one (1) Taxpayer's Organization and one (1) Business Representative. The CBOC currently has one vacancy, which includes (1) Parent/Guardian of a School District Student

The following individual has applied for the vacant position:

Earl Timothy Espinoza Parent/Guardian of a School District Student

Recommendation: Superintendent has reviewed the application and recommends that the Board appoint accordingly the following applicant to the CBOC:

Earl Timothy Espinoza Parent/Guardian of a School District Student

Approved by: Kolvira Chheng  Title: Assistant Superintendent, Business Services

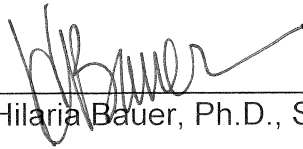
To the Board of Trustees:

Meeting: August 13, 2020
Regular Board Meeting

Recommend Approval

8.03

Agenda Placement


Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Measures J and I
Citizens' Oversight Committee
for
Alum Rock Union Elementary School District

On July 10, 2008, the Board of Trustees approved the formation of the Oversight Committee and Bylaws; on August 14, 2008, the Board adopted and certified a resolution to officially enter the minutes of the election results. With the voters of Alum Rock Union Elementary School District, Measure J was passed on November 6, 2012, a \$125 million Facilities Bond, followed with passing of Measure I, a \$140 million on June 7, 2016 to continue to fund school renovations and construction. This is an application for Citizens' Oversight Committee (COC) consideration.

Printed Name of Applicant Earl Timothy Espinoza

Application for Appointment


By submitting this application, I certify that I meet the following criteria:

1. Willingness and ability to work collaboratively in a group with diverse opinions
2. Commitment to regular attendance at meetings of the Citizens' Oversight Committee (COC)
3. Willingness to abide by the Code of Conduct established by the COC
4. Willingness to communicate responsibly to the community
5. Understand and accept the role of the COC related to the Bond Measures
6. Possess necessary background and experience to serve on the COC
7. Live within the boundaries of Alum Rock Union Elementary School District (ARUESD)
8. I am not a consultant, contractor, employee or vendor of ARUESD

Term: 2 year term*

*commencing as of the date of appointment by the Board

**(Submit Completed Applications to the Business Office, c/o Assistant
Superintendent of Business Services)**

Signature 

Note: The Board will appoint seven (7) members of the Citizens' Oversight Committee at a regularly scheduled Board Meeting.

Citizens' Oversight Committee Membership:

California law requires certain persons to be represented on the Citizens' Oversight Committee ("Committee"). Please indicate all Committee designation(s) for which you are qualified:

_____ Business Representative _____ Active member of Senior Citizen Group
Company Name: _____ Group Name: _____
_____ Member of Taxpayer Organization ☒ Parent/Guardian of a School District Student
Org. Name: _____ Student/School Name: Isabella Espinoza
(San Antonio Elementary)
_____ Active PTA, Site Council, School District _____ Community at Large (2)
Name of PTA/SSC: _____ Community Name: _____

- If possible, please provide a contact person and phone number of the organization on which you are active. The school District may contact these organizations to verify your participation.

General Information:

Name: Earl Timothy Espinoza
Home Address: 301 Cartago Ct.
San Jose, CA Zip: 95116
Home Telephone: (408) 466-6164 E-mail: timothyespinoza@icloud.com

Employer Information:

Name of Employer: Apple Inc.
Work Address: 925 Blossom Hill Rd.
San Jose, CA 95123
Work Telephone: (408) 960-0110 E-mail: oakridge@apple.com

Educational Background:

(Response optional you may attach a resume or additional pages, if needed.)

College and/or University: Palo Alto University

Degree/Major: B.S. Psychology and Social Action

Vocational and/or Other Institutions: _____

Additional Information:

1. Have you been a member of any school district committee?

 Yes X No If so, in what capacity and when?

2. Are you, or have you or a member of your immediate family, ever been employed by the school district?

(Note: Employees are prohibited by law from being members of the Committee)

 Yes X No If yes, please explain:

3. Are you a vendor, contractor or consultant to the school district? (**NOTE:** Vendors, contractors, and consultants of the school district are prohibited by law from being members of the COC.)

 Yes X No

4. List present or past membership in any community service (e.g. volunteer, civic or youth organizations).

iMentor (2018 - 2020): Mentored first generation college-bound students from James Lick High School

CORAL: Catholic Charities (2013 - 2014): Supported the English Language Learner Program for After School Tutoring

Qualifications:

1. Describe your skills, training and experience in finance, facilities and/or construction. (You may attach an additional page or resume, if needed.)

2015 - 2016: Oversaw preservations and overall operations with Apple at the San Jose retail store: contacted vendors, opened and closed tickets for facility maintenance, ordered supplies to support facility upkeep, etc.

Completed 2 years of accounting courses at De Anza College:
Used this knowledge as a Supervisor at Starbucks from 2012 - 2014).

2. Describe your involvement with Alum Rock Union Elementary School District or its schools.

Heavily involved volunteer with San Antonio and Cesar Chavez schools

Please Answer the following Questions:

1. How long have you been a resident within the District? 10 Years 3 Months
2. Do you have any children or grandchildren who now attend (or have attended) Alum Rock Union Elementary schools? X Yes No

Which schools: San Antonio Elementary

3. Do you know of any reason such as a potential conflict of interest, which would adversely affect your ability to serve on the Measures J and I Committee?

 Yes x No

If yes, please explain:

4. Explain why you would like to be appointed to this Committee. (You may attach additional pages, if needed.)

I'd like the opportunity to serve my community and use skills that I've acquired through job training and post secondary schooling to positively impact the lives of students, faculty, and our Alum Rock families.

5. Are you able to complete at least 1 term (2 years) as a member of the COC and refrain from becoming an employee, vendor, contractor, or consultant of the School District during such time period?

☒ Yes ☐ No

6. Are you available to attend Committee meetings on weeknights?


☒ Yes ☐ No If no, please explain.

7. Members of the COC will be required to file financial disclosure/conflict of interest statements pursuant to rules and forms established by the Fair Political Practices Commission. Are you willing to file such financial disclosure statement if appointed to the COC?

☒ Yes ☐ No

Certificate of Application:

All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature:  Date: 07/11/2020

Please submit a completed signed application to Patricia Tovar in the Business Services Department, Alum Rock Union Elementary School District Office, 2930 Gay Avenue, San Jose, CA 95127. If you plan to fax your application (408 928-6445) or email (patricia.tovar@arUSD.org), it is your responsibility to call to confirm that your fax/email has been received. Application forms are available on the web page at www.arUSD.org or from the district office by contacting Patricia Tovar at 408 928-6846.

Please be aware completed applications are public records available for public review.

9.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:


Date: July 10, 2020

Subject: **Start and End Times for School Year 2020-2021**
The Start and End Times for the 2020-2021 School Year are submitted.

Staff Analysis: The Academic Services Department, Child Nutrition Services Department and Transportation Department collaborated with School Administrators in order to prepare the 2020-2021 Bell Schedules. Start and end times were completed based on instructional time requirements, transportation availability, food services scheduling, student safety concerns, special education programming and requirements, and bargaining unit contract guidelines.

Recommendation: Staff recommends the Board approve the Start and End Times for the 2020-2021 school year as submitted.

Submitted by: Barbara Campbell  Title: Director, Academic Services

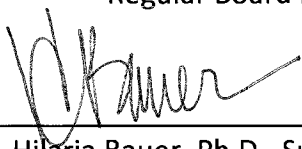
Approved by: Rene Sanchez  Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: August 13, 2020
Regular Board Meeting

Recommend Approval

9.01
Agenda Placement


Dr. Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

2020-2021 Bell Schedules										
	A.M. Start	AM Kinder M-F	PM Kinder M-F	M-T-W-F Dismissal Grades 1-3 Regular Day	M-T-W-F Dismissal Grades 4-8 Regular Day	Thursday Only Dismissal Grades 1-3 Early Release	Thursday Only Dismissal Grades 4-8 Early Release	Minimum Days Dismissal Grades 1-3 Minimum	Minimum Days Dismissal Grades 4-8 Minimum	
Adelante**	8:30	8:30-11:50	11:55-3:15	2:35	2:55	1:20	1:40	1:15	1:35	
Adelante II***	8:30	8:30-11:50	11:55-3:15	2:35	2:55	1:20	1:40	1:15	1:35	
Aptitud**	8:20	8:20-11:40	11:50-3:10	2:25	2:45	1:10	1:30	1:05	1:25	
Cassell	8:30	8:30-11:50	10:00-2:00	2:35	2:55	1:20	1:40	1:15	1:35	
Chavez	8:25	8:25-11:45	9:50-1:50	2:30	2:50	1:15	1:35	1:10	1:30	
Cureton	8:25	8:25-11:45	9:50-1:50	2:30	2:50	1:15	1:35	1:10	1:30	
Dorsa	8:15	8:15-11:35	11:50-3:10	2:20	2:40	1:05	1:25	1:00	1:20	
Hubbard**	8:15	8:15-11:35	11:55-3:15	2:20	2:40	1:05	1:25	1:00	1:20	
Linda Vista	8:20	8:00-11:20	9:20-1:20	2:25	2:45	1:10	1:30	1:05	1:25	
LUCHA	8:00	8:20-11:40	9:20-1:20	2:05	2:25	12:50	1:10	12:45	1:05	
Lyndale	8:20	8:15-11:35	9:30-1:30	2:25	2:45	1:10	1:30	1:05	1:25	
McCollam	8:00	8:00-11:20	9:20-1:20	2:05	2:25	12:50	1:10	12:45	1:05	
Meyer	8:00	8:00-11:20	9:20-12:40	2:05	2:25	12:50	1:10	12:45	1:05	
Painter	8:20	8:20-11:40	10:00-2:00	2:20	2:40	1:05	1:25	1:00	1:20	
Russo/McEntee	8:30	8:30-11:50	9:40-1:20	2:35	2:55	1:20	1:40	1:15	1:35	
Ryan	8:15	8:15-11:35	9:45-1:45	2:20	2:40	1:05	1:25	1:00	1:20	
San Antonio	8:15	8:15-11:35	12:00-3:20	2:20	2:40	1:05	1:25	1:00	1:20	
Fischer	8:30				2:45		1:35		1:30	
George	8:30				2:50		1:35		1:30	
Mathson	8:35				2:55		1:40		1:35	
Ocala	8:30				2:45		1:35		1:30	
Ren @ Fischer	9:05				3:20		2:05		2:00	
Ren @ Mathson	9:05				3:20		2:05		2:00	
Sheppard	8:40				2:58		1:43		1:38	

*Lyndale Kindergarten classes begin at 8:15

** K-8 Schools

***K-6 School

Revision Date: 06-23-2020

Pending Board Approval

TK Schedules				
	A.M. Start	AM TK M-F	PM TK M-F	
Adelante**	8:30	8:30-11:50		
Adelante II***	8:30	8:30-11:50		
Aptitud**	8:20	8:20-11:40	9:20 - 1:20	
Cassell	8:30	8:30-11:50	10:00-2:00	
Chavez	8:25	8:25-11:45		
Cureton	8:25	8:25-11:45	9:25-1:25	
Dorsa	8:15	8:15-11:35	9:15 -1:15	
Hubbard**	8:15	8:15-11:35	9:15-12:35	
Linda Vista	8:20	8:00-11:20	9:20-1:20	
LUCHA	8:00	8:00-12:00	9:00-1:00	
Lyndale	8:15	8:15-11:50	9:15-12:20	
McCollam	8:00	8:00-11:20	9:20-1:20	
Meyer	8:00	8:00-11:20	9:00-12:20	
Painter	8:20	8:20-11:40	9:20-12:20	
Russo/McEntee	8:30	8:30-11:50		
Ryan	8:15		9:45-1:45	
San Antonio	8:15	8:15-11:35	9:15-12:35	

9.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Date: July 20, 2020

Subject: **Consolidated Application and Reporting System (CARS) 2018-19/2019-20 Reporting and 2020-2021 Application for funding**

Staff Analysis: The Consolidated Application and Reporting System (CARS) is the fiscal mechanism used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county office, school districts, and charter schools throughout California. Annually, in June, Alum Rock Union Elementary School District submits CARS to the CDE to document participation in these programs and to assure that our district will comply with the legal requirements of each program. This year due to COVID-19, the deadline has been extended.

Recommendation: Staff recommends approval of CARS 2018-2019/2019-2020 Reporting and 2020-2021 Application for funding.

Submitted by: IMEE ALMAZAN FOR SANDRA GARCIA

Title: Director of State & Federal Programs

Approved by: Rene Sanchez

Sandra Garcia

Title: Assistant Superintendent, Instructional Services

Rene Sanchez

To the Board of Trustees:

Meeting: August 13, 2020

Recommended Approval

Regular Board Meeting

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

2020-21 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/13/2020
---	------------

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Livier Flores
DELAC review date	06/01/2020
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	https://www.arusd.org/departments/instructional-services/state-and-federal/district-english-learner-advisory-committee-delac
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant	No

*****Warning*****

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2020-21 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

ESEA Sec. 3102 SACS 4201	
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

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2018-19 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2018 through June 30, 2020.

CDE Program Contact:

Arianna Bobadilla (Fiscal), Division Support Office, abobadilla@cde.ca.gov, 916-319-0208

Lisa Fassett (Program), Standards Implementation Support Office, lfassett@cde.ca.gov, 916-323-4963

2018-19 Title II, Part A allocation	\$504,028
Transferred-in amount	\$0
Transferred-out amount	\$0
2018-19 Total allocation	\$504,028

Professional Development Expenditures

Professional development for teachers	\$111,395
Professional development for administrators	
All other professional development expenditures	

Recruitment, Training, and Retention Expenditures

Recruitment activities	
Training activities	
Retention activities	
All other recruitment, training, and retention expenditures	

Miscellaneous Expenditures

Class size reduction	\$248,410
Administrative and indirect costs	\$36,434
Equitable services for nonprofit private schools	
All other allowable expenditures and encumbrances	\$107,789
Total expenditures and encumbrances	\$504,028
2018-19 Unspent funds	\$0

*****Warning*****

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2018-19 Title III English Learner YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2018 through June 30, 2020.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2018-19 Title III EL student program allocation	\$451,315
Transferred-in amount	\$0
2018-19 Total allocation	\$451,315
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$246,505
2000-2999 Classified personnel salaries	\$350
3000-3999 Employee benefits	\$71,720
4000-4999 Books and supplies	\$41,013
5000-5999 Services and other operating expenditures	\$52,145
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$39,582
Total year-to-date expenditures	\$451,315
2018-19 Unspent funds	\$0

*****Warning*****

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2019-20 Title I, Part A Nonprofit Private School Students Served

This report collects nonprofit private school eligible students served by grade level (receiving Title I, Part A equitable services).

CDE Program Contact:

Sylvia Hanna, Federal Programs and Reporting Office, shanna@cde.ca.gov, 916-319-0948
Rina DeRose, Federal Programs and Reporting Office, RDerosc@cde.ca.gov, 916-323-0472

Students Served Count by Grade

Kindergarten Student Count	6
Grade 1 Student Count	2
Grade 2 Student Count	7
Grade 3 Student Count	5
Grade 4 Student Count	4
Grade 5 Student Count	7
Grade 6 Student Count	4
Grade 7 Student Count	5
Grade 8 Student Count	4
Grade 9 Student Count	
Grade 10 Student Count	
Grade 11 Student Count	
Grade 12 Student Count	
Students Served Total	44

*****Warning*****

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2019-20 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2019 through June 30, 2020

CDE Program Contact:

Arianna Bobadilla (Fiscal), Division Support Office, abobadilla@cde.ca.gov, 916-319-0208

Lisa Fassett (Program), Standards Implementation Support Office, lfassett@cde.ca.gov, 916-323-4963

2019-20 Title II, Part A allocation	\$448,200
Transferred-in amount	\$0
Transferred-out amount	\$0
2019-20 Total allocation	\$448,200

Professional Development Expenditures

Professional development for teachers	\$53,139
Professional development for administrators	
All other professional development expenditures	

Recruitment, Training, and Retention Expenditures

Recruitment activities	
Training activities	
Retention activities	
All other recruitment, training, and retention expenditures	

Miscellaneous Expenditures

Class size reduction	\$258,528
Administrative and indirect costs	\$37,167
Equitable services for nonprofit private schools	
All other allowable expenditures and encumbrances	\$61,120
Total expenditures and encumbrances	\$409,954
2019-20 Unspent funds	\$38,246

*****Warning*****

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2019-20 Title III English Learner YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2019 through June 30, 2020.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2019-20 Title III EL student program allocation	\$431,886
Transferred-in amount	\$0
2019-20 Total allocation	\$431,886
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$179,141
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$60,998
4000-4999 Books and supplies	\$23,397
5000-5999 Services and other operating expenditures	\$48,004
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$31,060
Total year-to-date expenditures	\$342,600
2019-20 Unspent funds	\$89,286

*****Warning*****

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2019-20 Title IV, Part A LEA Use of Funds Report

A use of funds report of year-to-date expenditures by activity.

CDE Program Contact:

Federal Programs and Reporting Office, TitleIV@cde.ca.gov, -

2019-20 Title IV, Part A LEA allocation	\$268,027
Transferred-in amount	\$0
Total funds transferred out of Title IV, Part A	\$0
Total LEA Reservations	\$44,885
2019-20 Title IV, Part A LEA adjusted allocation	\$223,142
Well-Rounded	391
Safe and Healthy Students	24,151
Effective Use of Technology	7,869
Carryover as of September 30, 2020	\$190,731

*****Warning*****

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2019-20 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, lwheeler@cde.ca.gov, 916-319-0383
Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;
2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;
 - b) Includes a dispute resolution process;
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;
3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Norma
Homeless liaison last name	Flores
Homeless liaison title	Director, Student Services
Homeless liaison email address (Format: abc@xyz.zyx)	norma.flores@arUSD.org
Homeless liaison telephone number (Format: 999-999-9999)	408-928-6800
Homeless liaison telephone extension	
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	1.00

Homeless Liaison Training Information

Warning

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2019-20 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, lwheeler@cde.ca.gov, 916-319-0383
Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	Yes
Teachers and instructional assistants	No
School counselors	No

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	07/02/2013
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Title I, Part A Homeless Expenditures

2019-20 Title I, Part A LEA allocation	\$3,555,039
2019-20 Title I, Part A direct or indirect services to homeless children reservation	\$15,000
Amount of 2019-20 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	\$27,126
Homeless services provided (Maximum 500 characters)	Backpacks and school supplies, bus tokens, school uniforms, prioritization for counseling services, prioritization for after school programs.
No expenditures or encumbrances comment	
Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

*****Warning*****

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2019-20 Title III English Learner Nonprofit Private School Reimbursement

The purpose of this data collection is to capture the documentable number of private school English learners who received Title III services during the reported fiscal year.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

School Name	School Code	Enrollment	Flagged for English Learner Participation	English Learner Students Served	Participation Explanation (Max 500 char)
Most Holy Trinity School	6979371	205	N	0	
St. John Vianney Catholic School	6980452	368	N	0	

Warning

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2020-21 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca20assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Sandra Garcia
Authorized Representative's Signature	
Authorized Representative's Title	Director, State and Federal Programs
Authorized Representative's Signature Date	08/04/2020

*****Warning*****

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2020-21 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

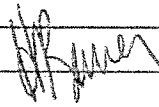
CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Hilaria Bauer, Ph. D.
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	 07/30/2020
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****

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2020-21 LCAP Federal Addendum Certification**CDE Program Contact:**Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233**Initial Application**

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) / District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	09/15/2017
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Sandra Garcia
Authorized Representative's Title	Director, State and Federal Programs

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2020-21 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2020-21 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated English learner per student allocation	\$114.40
Estimated English learner student count	2,955
Estimated English learner student program allocation	\$338,052

Note: \$10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$142,970
Program and other authorized activities	\$51,500
English Proficiency and Academic Achievement	\$107,473
Parent, family, and community engagement	\$10,000
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$26,109
Total budget	\$338,052

*****Warning*****

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2020-21 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Arturo Ambriz, Fiscal Oversight and Support Office, AAmbriz@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2020-21 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

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2020-21 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

CDE Program Contact:

Sylvia Hanna, Federal Programs and Reporting Office, shanna@cde.ca.gov, 916-319-0948
Rina DeRose, Federal Programs and Reporting Office, RDerose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

- Y1: meaningful consultation occurred
- Y2: timely and meaningful consultation did not occur
- Y3: the program design is not equitable with respect to eligible private school children
- Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

Warning

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2020-21 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
Most Holy Trinity School	6979371	205	Y	Y	Y	Y1	N
St. John Vianney Catholic School	6980452	368	Y	Y	Y	Y1	N
St. Thomas More	6905178	259	N				N

Warning

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

10.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

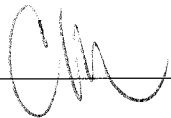
To the Board of Trustees:

Subject: Information Regarding Resignations

Staff Analysis:

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

Submitted by: Carlos Moran



Title: Assistant Superintendent, Human Resources

To the Board of Trustees:

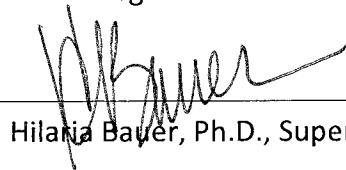
Information Only

10.01

Agenda Placement

Meeting:

August 13, 2020
Regular Board Meeting



Hilana Bayer, Ph.D., 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**

August 13, 2020

CERTIFICATED RESIGNATIONS:

I. Resignations:

1. Acosta, Alfredo Jr.	Principal/Cureton Elementary	07/24/2020
2. Magsino, Noli	Coordinator/V.A.P.A. Programs	07/14/2020
3. Natividad, Hushi	1/Linda Vista Elementary	06/30/2020
4. Vinken, Katherine	SDC/Russo/McEntee Academy	07/31/2020

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

11.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

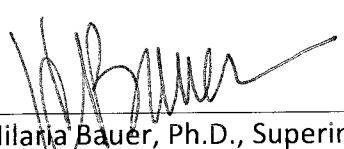
To the Board of Trustees:

Subject: **APPROVAL OF BOARD MEETING MINUTES FOR THE FOLLOWING
DATE:**

- May 14, 2020, Regular Board Meeting
- May 14, 2020, Special Board Meeting
- May 24, 2020, Special Board Meeting

RECOMMEND APPROVAL

Submitted by: <u>Hilaria Bauer</u>	Title: <u>Superintendent</u>
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To the Board of Trustees:	Meeting: <u>August 13, 2020</u> <u>Regular Board Meeting</u>
Recommend Approval	
<u>11.01</u> Agenda Placement	 Hilaria Bauer, Ph.D., Superintendent

<u>DISPOSITION BY BOARD OF TRUSTEES</u>		
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, May 14, 2020, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #15-19/20

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Ernesto Bejarano welcomed everyone in the audience. President Ernesto Bejarano called the Board Meeting to order at 5:39 p.m. followed by Roll Call.

Board Members Present:

Ernesto Bejarano	President
Corina Herrera-Loera	Vice-President
Andrés Quintero	Clerk
Linda Chavez	Member
Dolores Marquez-Frausto	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Carlos Moran	Assistant Superintendent, Human Resources
Kolvira Chheng	Assistant Superintendent, Business Services
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

1. OPEN SESSION *(continued)*

1.01 Call to order/Roll Call/Pledge of Allegiance

2. Open Session *(continued)*

2.01 Call to order/Roll Call/Pledge of Allegiance

President Ernesto Bejarano said there is a quorum.

President Ernesto Bejarano said the meeting is being live-streamed by the YouTube channel which is Alum Rock TV. He said there are multiple ways to participate in the meeting including text messaging and raising your hand through email.

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

Member Dolores Marquez-Frausto said, for the record, on the consent calendar item 9.06 Superintendent Bauer informed her verbally that she is going to pull item 9.06. She asked Superintendent Bauer if that is correct.

Superintendent Bauer replied that item 9.06 from the consent calendar will be pulled. She said she is just waiting for the consent calendar. She commented that she will also be pulling another item from the consent calendar.

Member Dolores Marquez-Frausto said the item can be pulled now since it has been brought up. She said she wants to note that Superintendent Bauer said it is going to be pulled. She commented that she does not know if Superintendent Bauer is going to pull it now or wait.

Superintendent Bauer replied that she will wait to pull the item.

3. Special Presentation

2.01 Special Recognition: ARUESD 2020 Classified Employees of the Year.

Assistant Superintendent Moran said that classified employees will be honored tonight. Congratulations to a well-deserved staff. He commented staff is here tonight via zoom.

1. Elizabeth Nevarez – Child Nutrition
2. Rosa Ali – Office & Technical
3. Sylvia Alcantar – Paraeducator & Instructional Assistance
4. Margaret Jimenez – Support Services & Security
5. Janet Alvarez – Transportation

Dolores Marquez-Frausto congratulated the Fabulous Five. She said it is a privilege to have the staff working with the children of Alum Rock. She commented that she sincerely appreciates all the work they do for the children and the families. She requested that staff send her the names of the Fabulous Five.

2.Special Presentation (continued)

Member Linda Chavez thanked the recognized employees for all their service and said she appreciates it.

Clerk Andrés Quintero thanked the honorees for all the hard work they do to support the students.

Vice-President Corina Herrera-Loera thanked Elizabeth Nevarez, Rosa Ali, Sylvia Alcantar, Margaret Jimenez, and Janet Alvarez. She also thanked them for loving what they do.

President Ernesto Bejarano said he wanted to echo what his colleagues said. He said he wanted to recognize the five honorees and all the classified employees. He said the past several months have been very challenging. He commented that so many of the classified employees have stepped it up. He thanked all the staff--especially those who were recognized for their outstanding services. He said he wished this could have been done in person.

2.02 Presentation: 2020-2021 Local Control Accountability Plan (LCAP) Development Update.

Director Sandra Garcia had a PowerPoint presentation regarding the LCAP and the highlights are as follows:

Objectives
Update from CDE-2020/2021
LCAP development

State Governor Newsom Issues Executive Order on the 2020-21 Accountability Plan

Superintendent Tony Thurmond released the following statement:

School districts statewide have been working hard to put distance learning platforms into place and keep their students fed. The LCAP process deadlines should not be placing additional burdens on schools, which as a result of our current climate of social distancing, cannot meaningfully engage with their community stakeholders," Thurmond said. "The Governor's action frees up staff time and resources for districts to focus solely on the immediate learning needs and health of our students.

2.Special Presentation *(continued)*

2020/2021 LCAP Development Timeline

June 2020	August-October 2020	October- November 2020	December 2020
-Budget approval -COVID 19 Response Report -LCAP Addendum	-Stakeholder Input	- Board updates	-Public Hearing/Stakeholder Feedback -Approval 2020/2021 LCAP, Budget Overview for Parents, Annual Update, Local Indicators (by December 15) -Submit 2020/2021 LCAP to Santa Clara County Office of Education

Next Steps

- Prepare COVID 19 Response Report to present for the Board Approval in June
- Update LCAP Addendum to present for Board Approval in June

President Ernesto Bejarano asked Ms. Sandra Garcia, given the conditions of the current situation, if she has identified the biggest challenges or the biggest advantages.

Superintendent Bauer replied that the question asked could be responded to by Assistant Superintendent Chheng during his Budget presentation. She said Ms. Sandra Garcia deals with the cycle of the planning. She said she thinks everyone is living in unprecedented times. Those are the challenges. She commented that even in a small universe like Alum Rock, it is hard to predict what is going to happen. She said that is the biggest challenge bringing education to students.

President Ernesto Bejarano said that the district is learning from this situation. It's forcing the district to streamline and learn better ways. He said he appreciated the comments made by Superintendent Bauer.

2.Special Presentation (continued)

2.03 Census 2020 representative will update the ARUESD school board and community regarding Census 2020 efforts in our community.

Representative Ray Mueller had a PowerPoint presentation regarding the CENSUS and the highlights are as follows:

- Internet self reponse
- Step by Step Guide for Internet self-response www.2020census.gov
- Offices will be reopening and they will be rehiring

CA Self Response 60.2%	San Jose Self Response 67.6%
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President Ernesto Bejarano commented that every penny will count. He said to those who have not done the Census, it takes less than a minute. He thanked Mr. Mueller for his presentation.

3.Public Hearing

3.01 Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with Alum Rock Union Elementary School District- Re: 2019-2020 Contract Reopeners.

Counsel Rogelio Ruiz said this item needs to be opened for public comment and to accept any public comment.

Public Hearing opened at 6:28pm.

Public Comment:

- 1) Alan Daurie said he recognizes that this is going to be a challenging year for negotiations for the district and Teamsters. He said it is nice to know that there is someone honorable on the other side.

Member Dolores Marquez-Frausto asked Counsel Rogelio Ruiz if this item would remain open during the meeting.

Counsel Rogelio Ruiz replied yes because it is an action calendared in section 8 and there will be additional public comments.

3.02 District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150; Re: 2019-2020 Reopeners.

Public Hearing opened at 6:32 pm.

4. Public Members Who Wish To Address The Board

4.01 Requests to Address the Board

- 1) Sylvia Nolasco said her son has autism and wants to know what will happen with all the therapies he has not received. She said, at the moment, he is just receiving 15 minutes of speech once a week.
- 2) Female speaker from Skyschools formally known as Yes program said Campbell schools will receive online schools. She said parents and educators will participate in the online schools.
- 3) Flor DeLeon said that, more than ever, parents need to be involved. She commented that it is very important to keep programs. She said there are a lot of kids that are suffering from anxiety. She said there is a need for counselors and the staff also needs support. She said this pandemic is uncertain. She said there needs to be data showing how many students are in the class.
- 4) Brenda Zendejas congratulated all the teachers and everyone who received an award today. She said she works with Ms. Wendy Albert and she saw her in the news. She gave a big shout out to Ms. Albert. She said Ms. Albert always has snacks and water for the kids. She asked if the district is reaching out to the homeless families in the district.
- 5) Deliza Gonzalez said she wants to acknowledge Director Sandra Garcia, Superintendent Bauer, and Assistant Superintendent Sanchez for the LCAP. She said a lot of students have anxiety and some are getting abused. She said she wants to acknowledge the partnerships that the district has with different organizations to support other parents. She thanked the teachers for going above and beyond their duty.
- 6) Irene Yamane said she works with Skye Schools and wants to respond to some of the comments that were made. She said Skye School teaches social and emotional techniques that help with anxiety.

5. Comments and Communications

5.01 Teamsters

There were no representatives from Teamsters at this time.

5.02 California School Employee's Association (CSEA)

There were no representatives from CSEA at this time.

5. Comments and Communications (continued)

5.03 Alum Rock Administrator's (ARAA)

Tara Bickford, ARAA President and Principal of George Middle School, thanked the Board for all the support given to the administrators.

5.04 Alum Rock Educator's Association (AREA)

Jocelyn Merz, AREA President, said to have a nice meeting tonight.

5.05 Superintendent

Superintendent Bauer thanked everyone.

5.06 Board of Trustees/Communication/Comments

Clerk Andrés Quintero said to give credit where credit is due regarding the efforts of former Governor Jerry Brown who set up a fund for a rainy day. He commented that former Governor Jerry Brown was not thinking of this pandemic. He said the budget would have been ten times worse if former Governor Jerry Brown did not take the action that he did.

Vice-President Corina Herrera-Loera thanked Clerk Andrés Quintero for bringing the state-level summary. She thanked the staff from the superintendent down to everybody. She said she had an opportunity to go serve lunches and it is very different when you are there. She said she saw the desperate ask for help. She commented that she knows the staff is there day in and day out. As many community members had mentioned, it takes a toll on them. She thanked them for that.

President Ernesto Bejarano said that obviously with the current situation and challenges, everyone needs to prepare for that. He thanked the staff for doing a great job coming to work to identify students and families. He mentioned that if anyone has a neighbor or family friend in the district who does not have a device to connect, please let the district know.

Vice-President Corina Herrera-Loera mentioned it was her husband's birthday in February and today is their anniversary. She said happy anniversary to her husband. She commented that she wants to highlight this because these things are important. She thanked her husband for supporting her.

6. Superintendent/ Board Business

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6.01 Update to Resolution No. 28-19/20 and District Response to-COVID 19 Pandemic Individual Status of School Closures.

Superintendent Bauer said there is no need for an update right now. She said this will be covered in the June board meeting.

6.02 Approve Resolution No. 31-19/20; Condemning Xenophobia and Anti-Asian and Anti-Immigrant Sentiment related to COVID 19

Clerk Andrés Quintero thanked President Ernesto Bejarano for the opportunity to introduce this very important item. He said some people take advantage of the world pandemic to push their agenda. He said it is important for those who have the opportunity to step up and speak on the matter. He said because of a hateful speech, another individual went ahead and looked for mestizos to kill in Gilroy close to San Jose. He said that these are his comments and he hopes that he can count on everyone's support.

President Ernesto Bejarano thanked Clerk Andrés Quintero for bringing this resolution. He said education begins at home for everyone to begin to model the behavior that everyone wants to see in their children. He said everyone provides the model that they want to see.

MOTION #01-15 by Member Linda Chavez to approve Action Item 6.02 as presented. MOTION #01-15 was seconded by President Ernesto Bejarano.

Public Comment:

- 1) Deliza Gonzalez thanked Clerk Andrés Quintero and President Ernesto Bejarano for bringing this item. She said she is a parent of a bisexual daughter. She said she appreciates this to protect kids, teachers, and the community. She thanked the Board for moving this forward. She said this makes her proud as a community member.

MOTION #01-15 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.

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6. Superintendent/ Board Business (continued)

6.03 Approve the FCMAT Fiscal Health Risk Analysis

Superintendent Bauer said this is a brief analysis because the district has been in a qualified budget for the past three years. She said this is an extra layer of caution that the state has put in place. She commented that this analysis is not originated by someone. She asked that the Board approve the analysis.

MOTION #02-15 by Member Linda Chavez to approve Action Item 6.03 as presented. MOTION #02-15 was seconded by Vice-President Corina Herrera-Loera.

Member Dolores Marquez-Frausto said when the district is on a classified budget, that means the district is not meeting its obligations financially. She said this is serious and Alum Rock is not the only district. There are other districts too. She said the district needs to tighten its belt. She said for those who are listening to keep an eye on this. She said she looks forward to when the administration can get the district out of this situation.

President Ernesto Bejarano said he welcomes FCMAT to help with where the district needs to streamline. He asked Superintendent Bauer if the review period includes the current situation or if it is for the three years prior, including this year's budget.

Superintendent Bauer replied that this does not include anything. She said Assistant Superintendent Chheng will be presenting shortly regarding the budget challenges.

President Ernesto Bejarano said he agrees that the district has been as transparent as possible. He said all the challenges that the district is facing there were several cuts in the past several years. He said, as Member Dolores Marquez-Frausto alluded, to tighten the district's belts a little more. He said he welcomes the review to identify those areas in which the Board would need to make unfortunate decisions moving forward.

Member Linda Chavez said that yesterday when she spoke to Superintendent Bauer, she had mentioned about having an audit committee in order to take the next steps to tighten up the district's belts more.

Public Comment:

- 1) Brenda Zendejas commented that she agreed with Member Linda Chavez about having a committee. She said she is going to wait for Assistant Superintendent Chheng to explain the FCMAT.

Superintendent Bauer said that when FCMAT comes, they look at the district fiscally and at all the processes. Then they give their recommendations. She said the Board needs to be able to work with staff and answer the recommendations.

6. Superintendent/ Board Business (continued)

Member Linda Chavez said she knows that during the previous year, the Board tried to do the vision, mission, and the Governance Handbook. She asked to keep this in mind because these are the best practices to adhere to the recommendations.

MOTION #02-15 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.

6.04 Board will consider Electrician Certification Requirements for the District Projects.

Clerk Andrés Quintero said there are those who work with higher standards and make it as easy as possible for individuals to show they are proficient and qualified to work on the district's projects. He said those individuals work with electricity which is a serious thing. He said it is more appropriate to hear from those individuals in the trades to further explain. He asked to have Josue Garcia unmuted to allow him to speak on this item and elaborate on this.

Member Linda Chavez said she agrees with the certification requirements. She said the district should have good, qualified people.

Member Dolores Marquez-Frausto commented that this item is very important to the district. She said the district does not know if it is hiring certified or not unless the district receives a report. She said this is for everyone that is going to be hired, not only electrical, but in everything. She said she urges her colleagues to support this item.

Josue Garcia thanked the Board for allowing him to speak on this item. He said he is speaking on behalf of the Electrical Union Local 332. He said Local 332 requests to have a certification when you are a journeyman to enter the construction trades. He said what the Local 332 calls entry-level electricians are apprentices. He said he knows construction pretty well and one thing he does not touch is the electricity because it is dangerous. He said it is easy to get proof that an electrician is certified. You go to the Department of Industrial Relations. He said that he is available for questions if the Board has any.

President Ernesto Bejarano said this item tonight is for information only. He thanked Josue Garcia for providing the Board information. He said when it comes to the Board for action, he will be supporting it. He commented this not just a question of safety, as stated, but of quality. He said this is important and he will be supporting it.

Vice-President Corina Herrera-Loera thanked Clerk Andrés Quintero for bringing this item. She said it is important for obvious reasons. She said she spoke to Superintendent Bauer regarding this item, and she said they have hired this way, but it was not in writing. She said she looks forward to supporting this item.

6. Superintendent/ Board Business (continued)

Member Linda Chavez asked if this item could be placed on next month's agenda for an action item.

Clerk Andrés Quintero replied that it was going to be the next step. He asked the administration to come back with the appropriate resolution and appropriate language. He said the Board can provide direction on the resolution with appropriate language.

Public Comment:

- 1) Will Smith said he is an agent for IBEW Local 332. He said several members of Local 332 live in the district and their children go to school here. He said he is definitely in favor of this item and he asks the Board to keep in mind that San Jose is going green with electricity. He said the district wants to make sure the kids are safe. He said he hopes the Board will support this item.
- 2) Brenda Zendejas thanked Clerk Andrés Quintero for bringing this item because it is important to place it in writing. She said she has been on committees and this has been a concern. She said she is glad that this item will back because safety is a priority. She said she wants to make sure that whoever is brought to this district has the qualified standards.

President Ernesto Bejarano said there is direction for staff to bring a resolution next month for action.

6.05 Update re: Draft ARUESD Updated Board Governance Handbook

Superintendent Bauer said the staff was able to find the previous Governance Handbook from Alum Rock. She said the final Governance Handbook was edited and had recommendations from Counsel Rogelio Ruiz. She said the original Governance Handbook was delivered to the Board by Senior Executive Assistant Maribel Carrillo. She explained to the Board that they could compare them and see some of the edits. She said there is not a vision and mission statement. That is something the Board needs to consider at the Special Board Meeting.

Member Linda Chavez asked if the Board will be reviewing it at the next Board meeting.

President Ernesto Bejarano replied that it was going to be the topic of the Special Board meeting.

Vice-President Corina Herrera-Loera said she knows the Board spoke on bringing someone to help with the Governance Handbook.

6. Superintendent/ Board Business (continued)

Superintendent Bauer said Counsel Rogelio Ruiz will join the Board and help with the process and she will also be there. She said she can check on a facilitator.

Vice-President Corina Herrera-Loera replied that President Ernesto Bejarano would be a fine facilitator because he is doing a great job at this meeting.

President Ernesto Bejarano said he is confident in the district team's ability.

Member Linda Chavez said she was going to say the same thing and that, in the past, the Board has done it.

President Ernesto Bejarano said the Board has been without a Governance Handbook for a while and the Board has been functioning. He said the the Board has done a lot these couple of years. He said the Board sets the guide that is going to help navigate through these challenges that the district is going through. He said the Board needs something rooted in a foundation to work from.

Member Linda Chavez said she agrees that if the Board had this a year in half ago, the Board would probably be ahead.

6.06 Update Superintendent Report

Superintendent Bauer had a PowerPoint presentation regarding the Update Superintendent Report and the highlights are as follows:

Superintendent COVID-19 Report

Introduction - This is a summary of our district's accomplishments during unprecedented circumstances. Nothing of what we have accomplished would have been possible without our amazing team.

Brief Timeline of Events - On March 12, 2020, Governor Newsom issued an executive order directing Californians to cancel large public gatherings and to enforce social distancing. On March 13, 2020, the Santa Clara County Department of Public Health issued guidance effective at 12:00 am on March 14, 2020, prohibiting public or private gatherings of more than 100 people and also banning gatherings of 35 to 100 people. This is the guidance that effectively led to our current school closures.

6. Superintendent/ Board Business (continued)

Conclusion - At Alum Rock School District, we have not only reinvented Education for all our students, we have kept them fed, encouraged, and provided additional resources to their families during truly extraordinary times. And we are not done. Thank you, CNS staff, teachers, counselors, office and support staff, site administrators, and district office for everything you have done to support each and every one of our children. Si se puede!

Si se puede!

Member Linda Chavez said she was happy to have the YouTube channel. She said she is able to refer back to the Board meeting to go over her minutes. She said, unfortunately, she has some edits for the March meeting.

Member Dolores Marquez-Frausto asked Superintendent Bauer if when she was talking about pulling all the devices, were all these devices in storage and were they working. She asked if the parents had problems with the devices. She asked if she was fully comfortable that they were all working.

Superintendent Bauer replied that the majority of the devices worked. She said there were a couple of issues with some of them. She commented that during the Zoom meeting she had with parents, they altered some of them. She said Director Avtar Gill from IT did an amazing job. She said the IT department organized the distribution of the devices. She said that, in some cases, the devices were exchanged.

Member Dolores Marquez-Frausto thanked Superintendent Bauer for her response. When Superintendent Bauer referred to PD online learning for teachers, Member Dolores Marquez-Frausto asked what the acronym PD represents. Superintendent Bauer replied that the acronym stands for professional development.

Member Dolores Marquez-Frausto said she thought that the family was going to get a little training on how they were going to establish distance learning on the computer. She thanked the IT department, director, and staff for a wonderful job. She asked that do not let any family fall through the cracks that do not have a device.

Vice-President Corina Herrera-Loera thanked Avtar Gill for supporting all the students. She thanked the staff for the partnerships and relationships that have been built already in the community. She thanked the City of San José, San Jose Police Department, Somos Mayfair, First Five of Santa Clara County, and East Side Union High School District. She said she will continue to do her part in supporting all she can.

6. Superintendent/ Board Business (continued)

President Ernesto Bejarano said on the 12th, when things were coming down, there were changes by the hour. He said he was on the phone with Counsel Rogelio Ruiz and Superintendent Bauer. They were planning for the Board meeting that night to figure out social distancing. He said there were a lot of logistical details they needed to come up with at that point. He said Superintendent Bauer and staff were working 24 hours to set things up. He said when you hear the words, essential workers, he thinks it means something more. He said on the Saturday after it happened, there was a meeting and he was fortunate to be able to attend. He said it brought him to tears that day. He said it was an inspirational point that the district's partners were at the table planning what they were going to do. He thanked everyone because the district has been on top of this. He thanked Superintendent Bauer for highlighting everything that has been done. He asked Superintendent Bauer if she can share something, now that there is a system in place.

Superintendent Bauer gave a shout out to the custodians and Maintenance Department for disinfecting the sites. She said another huge shout out to CNS. She said the future is uncertain. She said everyone needs to work together. She said the most important thing is to teach the kids. She commented she is hopeful that in the middle of the challenges, the team is going to pull through. She said she foresees that summer school will most likely be virtual. She said the district would want to bring it back in a traditional way. She said she does not see it happening in her humble opinion.

Member Dolores Marquez-Frausto said this is a personal concern for her because she has a granddaughter that goes to school and lives with her. She said that she and her husband are at high risk. She said she is worried about her granddaughter. If she goes back to school, she wonders how the district is going to be doing it. She asked Superintendent Bauer how she is going to be dealing with families who are up in age.

Superintendent Bauer said she does not see the school reopening in the traditional way. She said she does not know specifically how the schools are going to open. She said, in her professional opinion, she does not think it will be the traditional way.

Member Dolores Marquez-Frausto said she does not want her granddaughter to be held back. She said she does not know how the curriculum will be delivered to her. She said if there are other families in this same situation, let the district know to find out how this is going to be handled.

6. Superintendent/ Board Business (continued)

Public Comment:

- 1) Flor De Leon said she is a part of the school site council at Fischer Middle School. She said that at the last school site council she attended, most of the laptops were taken. She asked what is going to happen regarding the laptops that were taken. She asked how the district is going to proceed in the future. She said she was aware that the County Office of Education approved eleven hot spots and it was going to provide 14 thousand laptops for those who live in the most vulnerable areas in the County of Santa Clara. She said Superintendent Bauer had mentioned that kids will not be going to school the traditional way. She said parents need answers and she hopes they get them in June.
- 2) Brenda Zendejas asked if the same process will be used if this continues next year. She asked if the middle school students will get a C+ or C and if the elementary kids will get a narrative report. She said there were a lot of issues with kids logging in. She asked if the grading will be the same. She mentioned that a lot of kids are depressed because they have been going through a lot. She said the engagement will not be the same.

President Ernesto Bejarano thanked Superintendent Bauer for the update. He said he is sure there will be more information and a plan that can be shared with everyone.

6.07 Approve Letter of Support for Undocumented Community.

Member Linda Chavez said she will be abstaining from voting on this item because she would violate the oath she took for office.

**MOTION #03-15 by Clerk Andrés Quintero to approve Action Item 6.07 as presented.
MOTION #03-15 was seconded by Vice-President Corina Herrera-Loera.**

Clerk Andrés Quintero said he would like to speak on this item.

Member Dolores Marquez-Frausto said she believed one of the Trustees will abstaining.

Member Linda Chavez said that is correct.

Member Dolores Marquez-Frausto asked Member Linda Chavez if she will be abstaining because of a financial reason or for what reason.

Member Linda Chavez said she has stated her position and will be abstaining. She said that is all she is going to say.

Member Dolores Marquez-Frausto asked if the attorney was present. She said she thought if someone abstains, it is because of the financial situation. She asked him if she is correct.

6. Superintendent/ Board Business (continued)

Counsel Rogelio Ruiz replied that Board members can abstain under the Board Bylaws. He said Board members are encouraged not to abstain, but to vote on everything. He said Board members can abstain. It has been done in the past. He said the grounds for an abstention and not taking a vote or refusing does not need to be limited to interest or financial issues.

Member Dolores Marquez-Frausto said that is was what threw her off. She thought Member Linda Chavez had a financial interest or something.

Clerk Andrés Quintero said he brought this item forward because he felt comfortable doing so. He said he took the same oath of office that his colleague took and it will not be in violation of oath. He said we are in the comfort of a computer interacting with each other while many others are intended to be supported by picking up the crops. He said everyone takes advantage of a bite of lettuce and that is not a problem. He said when other things come up and they need their support, then it becomes a violation of their oath. He said he feels it is disheartening when some Board members would disregard the health and wellbeing of some of those folks who are hustling. He said he hopes this will be supported by the majority of the Board.

Vice-President Corina Herrera-Loera said she has already supported this item as an individual and she will be supporting this as a Board member.

MOTION #03-15 carried with a vote of 4 in favor; no opposition; no absent; and one abstention (Member Linda Chavez).

6.08 Board Policy 0410, Nondiscrimination in District Programs and Activites.

6.09 Board Policy 5145.3, Nondiscrimination/Harassment.

6.10 Board Policy 5145.9, Hate-Motivated Behavior

Member Dolores Marquez-Frausto asked President Ernesto Bejarano if the Board could hear items 6.08, 6.09, and 6.10 together in the interest of time.

President Ernesto Bejarano asked Counsel Rogelio Ruiz if the items need to be discussed separately or if all three can be heard together.

Counsel Rogelio Ruiz replied that the items are information only and if the Board wants to handle them altogether, that would be fine.

7. Business

7.01 Approve 3rd Interim Report

Assistant Superintendent Chheng had a PowerPoint presentation regarding the 3rd Interim Report and the highlights are as follows:

- **BACKGROUND** Pursuant of Education Code section 42131(e), the governing board of each school district filing a qualified or negative certification for the second report required under Section 42130 or classified as qualified or negative by the county superintendent of schools, shall provide to the county superintendent of schools, the Controller and the Superintendent no later than June 1, financial statement projections of the school district's fund and cash balances through June 30 for the period ending April 30. The District projects that it will be able to meet the reserves requirement for the current and two subsequent fiscal years. Additionally, the District will maintain a positive cash balance for the remainder of the current fiscal year.
- **RECOMMENDATION** Staff recommends the Board of Trustees approve the Third Interim Report as presented above, noting that the May Revision which is scheduled to be released on May 14, 2020 will present some significant adverse changes to the assumptions used to prepare this Third Interim Report.

Member Dolores Marquez-Frausto asked Assistant Superintendent Chheng if he could give a summary of the last two items. She asked if she could meet with Assistant Superintendent Chheng to explain the projection. She said she does not want to take too much time. She asked Superintendent Bauer if that was possible.

Superintendent Bauer replied yes, following distance requirements.

President Ernesto Bejarano asked if Member Dolores Marquez-Frausto wants to meet with Assistant Superintendent Chheng regarding what he just presented.

Member Dolores Marquez-Frausto replied she has highlights that she would like to discuss.

President Ernesto Bejarano said he would like to hold off on his questions until the district has better recent information.

MOTION #04-15 by Vice-President Corina Herrera-Loera to approve Action Item 7.01 as presented. MOTION #04-15 was seconded by President Ernesto Bejarano.

7. Business (continued)

Public Comment:

- 1) Flor De Leon said, in the past, Assistant Superintendent Chheng would go over the budget with parents. She said she would like to have that again.

MOTION #04-15 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.

7.02 Approve Prop 39 Lighting Retrofits Project Notice of Completion

**MOTION #05-15 by Clerk Andrés Quintero to approve Action Item 7.02 as presented.
MOTION #05-15 was seconded by Vice-President Corina Herrera-Loera.**

Member Linda Chavez said her understanding was that the district received two point nine million dollars for this project and the project cost two million eight hundred twenty-three thousand twenty-three dollars. She said the difference is seventy-six thousand nine hundred seventy-seven dollars. She said she asked Superintendent Bauer if there were seventy-six thousand nine hundred seventy-seven dollars left on the table.

Superintendent Bauer asked Assistant Superintendent Chheng to speak on how he came out with that figure.

Member Linda Chavez said the item was passed in February 2019. She said the Board accepted the grant for two point nine million dollars. She said, in her head, there is still seventy-six thousand nine hundred seventy-seven dollars of the grant money. She asked what happened to the money or was it all used up. She said she is asking if there was money on the table.

Assistant Superintendent Chheng asked Member Linda Chavez if Superintendent Bauer had forwarded to her the email regarding the terms of the official schedule of the CDE that matches the official record.

Member Linda Chavez replied that she did not receive it.

Superintendent Bauer said she received the email right before the Board meeting started.

Member Linda Chavez asked to explain if there is money available and why it is not being used.

Superintendent Bauer replied that those were the actual numbers and there was no money left.

7. Business (continued)

Member Linda Chavez asked if there was two point nine million dollars granted, why was it not all used.

Superintendent Bauer replied that she would need to go back to the Board book to which she was referring. She said the entire apportionment of Alum Rock was used. She said she will forward it to Member Linda Chavez so she can see it.

Member Linda Chavez requested that Superintendent Bauer bring it to the next meeting.

President Ernesto Bejarano said if Member Linda Chavez can take a look at the email that was sent to her, and if it is not clear, then she can maybe bring it up at a one-on-one meeting with Superintendent Bauer. He said then, if at that point it is not clear, the Board can get it cleared up for her.

Member Linda Chavez said that would work for her.

Member Dolores Marquez-Frausto asked Superintendent Bauer to clarify if the district was granted two point nine million dollars and if it was just a letter or if it was put into an account.

Superintendent Bauer replied that the district did not receive two point nine million and every single cent was allocated.

Assistant Superintendent Chheng said he was not sure the two-point nine million came from. He said the entitlement is for two point nine million. He said it is presented in the Board cover and it ties to the CDE schedule allocation.

Member Dolores Marquez-Frausto said there was a letter with the amount that was received from proposition 39. She asked if the letter says it was for two million something or did it say it was for two point nine million grant.

Assistant Superintendent Chheng replied the letter generally says a summary in terms of what has been allocated. He said if she looks for Alum Rock in the CDE she can find the schedule that shows the two-point eight million.

Member Dolores Marquez-Frausto asked if it was a letter that did not state an amount and does it not break it down by district. She asked how much was allocated to each district.

Assistant Superintendent Chheng replied that the district went through the process in terms of the RFP, contract selected, and approved by the Board. He said there were three payment requests because they need to be paid on the completion.

7. Business (continued)

Member Dolores Marquez-Frausto said this is Engie former Chevron people. She asked if that letter sent to the district did say the amount of money that was granted and it did not get allocated to the district.

Assistant Superintendent Chheng replied that the CDE website states the funding allocation for Alum Rock.

Member Dolores Marquez-Frausto asked if the company gave three invoices.

Assistant Superintendent Chheng replied that they billed the portion that was completed.

Member Dolores Marquez-Frausto asked when the first invoice came, was the money was sent to them because the contractor had completed the work.

Assistant Superintendent Chheng replied yes, it was based on the portion of completion.

Public Comment:

- 1) Brenda Zendejas said Assistant Superintendent Chheng had mentioned there was funding for special education. Was this for a specific grant?

MOTION #05-15 carried with a vote of 3 in favor; no opposition; no absent; and two abstentions (Member Linda Chavez and Member Dolores Marquez-Frausto).

8. Human Resources

8.01 Resignations

Member Dolores Marquez-Frausto said she was told that Dan Flores is no longer with the district. She asked if that is correct. She said she did not see his name on the list.

Superintendent Bauer replied that Dan Flores had retired.

Member Dolores Marquez-Frausto asked when Dan Flores retired.

Superintendent Bauer replied at the end of the month and his last day was May 31, 2020.

Counsel Rogelio Ruiz said that the Board Bylaws authorize the Superintendent to accept all resignations and retirements on behalf of the district. He said that is why this item does not come to the Board as an action item every month. It's information only.

Member Dolores Marquez-Frausto asked Counsel Rogelio Ruiz if the Board accepts it or votes on it.

8. Human Resources (continued)

Counsel Rogelio Ruiz replied the Board does not vote on it because the Board has already delegated the authority to the Superintendent. He said this allows the Superintendent and administration to accept resignations more quickly than waiting for Board approval.

Member Dolores Marquez-Frausto said that she remembered. She said she was confused. She asked for clarification again on Dan Flores' effective date.

Superintendent Bauer replied on May 31, 2020.

Clerk Andrés Quintero asked if this could be taken offline so Member Dolores Marquez-Frausto could get all the information she needs.

Member Dolores Marquez-Frausto asked Human Resources to provide his last day.

President Ernesto Bejarano said Human Resources could give that information to her offline.

Member Dolores Marquez-Frausto said let the record show that she posed the question to staff and they did not have an answer for her. She said she was not allowed for Human Resources to give her that information. She asked that the minutes reflect that.

8.02 Approve Declaration of Need for Fully Qualified Educators for 2020/2021.

MOTION #06-15 by Vice-President Corina Herrera-Loera to approve Action Item 8.02 as presented. MOTION #06-15 was seconded by Member Linda Chavez.

Member Linda Chavez said she was trying to chime in on item 8.01. She asked if she could ask two questions.

President Ernesto Bejarano asked Member Linda Chavez if those questions could be taken offline or if there is a need for the public to hear.

Member Linda Chavez said Dan Flores' position is significant and if there is a new person in place. She asked if the new person knows what the job entails.

Superintendent Bauer replied that it is not in the Board book.

Member Linda Chavez said she is asking because Member Dolores Marquez-Frausto was able to ask some questions. That prompted her to ask the question. She said, as far as questions go, it should be fair since she keeps her comments short. She said her questions can be taken offline.

8. Human Resources (continued)

Member Dolores Marquez-Frausto asked if there is a summary that could be given in the interest of those who do not have a book.

Superintendent Bauer replied that there is a need for people to get their credentials. She said the state allows them to have an emergency permit to continue with the district.

MOTION #06-15 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.

8.03 Adopt the District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150; Re: 2019-2020 Reopeners.

President Ernesto Bejarano asked Counsel Rogelio Ruiz how the Board should go about this item.

Counsel Rogelio Ruiz replied that the Board should take action to adopt the district's initial bargaining for Teamsters.

MOTION #07-15 by Vice-President Corina Herrera-Loera to approve Action Item 8.03 as presented. MOTION #07-15 was seconded by Member Dolores Marquez-Frausto.

Member Dolores Marquez-Frausto asked if the Board will be going to closed session to discuss this item. She asked why the Board is already accepting this item.

Counsel Rogelio Ruiz said under the state law before the district can bargain with any of its initial thoughts. He said the district's proposals have to be approved by the Board and it is the Teamsters' initial proposal. He said this needs to be sunshined to allow the public to give public comment. He said by taking an action to approve the district's proposal, the Board is not taking any action for the bargaining agreement. He said state law allows sunshining so the public to view the parties' openings positions. He said then district and the teamsters can begin negotiations. He commented on what happens in closed session is confidential.

Member Dolores Marquez-Frausto asked if the Board was going to vote.

Counsel Rogelio Ruiz replied the Board will vote to adopt the district's initial bargaining proposal to Teamsters.

President Ernesto Bejarano said if Member Dolores Marquez-Frausto recalled a couple of months ago, he modified the agenda. He said the Board can take any action on any item in the section.

8. Human Resources (continued)

Member Linda Chavez said that since the Board was supposed to have closed session on Tuesday, the Board could have heard all of this then. She said she feels more comfortable not voting on this now. She said it should be moved after closed session.

President Ernesto Bejarano said not meeting on Tuesday did not impact this. He said the Board needs to have this to go to closed session.

Member Linda Chavez asked if the Board could not go to closed session without doing this first.

Superintendent Bauer said it was the same thing that was already approved. She said it is like sunshining it. She said it has nothing to do with settling anything. She said this is so that everyone knows the parties are negotiating.

Member Linda Chavez said because COVID 19 is going on, the district does not know how much money it will be getting. She said she does not feel comfortable making that decision without knowing what the budget will be.

Superintendent Bauer replied the Board is not voting on money.

Member Linda Chavez said she does not want to give the impression that she is okay with this, that is why she will be abstaining from this.

MOTION #07-15 carried with a vote of 4 in favor; no opposition; no absent; and one abstention(Member Linda Chavez).

8.04 Accept Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with Alum Rock Union Elementary School District; Re: 2019-2020 Reopeners.

**MOTION #08-15 by Clerk Andrés Quintero to approve Action Item 8.04 as presented.
MOTION #08-15 was seconded by Vice-President Corina Herrera-Loera.**

Member Linda Chavez said during the last item she asked for Counsel Rogelio Ruiz to comment on the item. Instead, she said she got a bunch of other comments. She asked if Counsel Rogelio Ruiz could comment on this item.

Counsel Rogelio Ruiz said this item is just to accept the initial proposal from Teamsters. He said by accepting their initial proposal, that does not mean you are agreeing to it. He said the Board is required to sunshine the district's initial proposal.

8. Human Resources (continued)

Member Linda Chavez said everything relies on the me too clause. She said she will go with what the Board decides.

MOTION #08-15 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.

9. CONSENT CALENDAR

Superintendent Bauer said she would like to pull item 9.06 only, Mr. Serna's contract, and everything else is okay. She said the other item she wants to pull is 9.07.

President Ernesto Bejarano asked to pull **Agenda Item 9.01** Approve Board Meeting Minutes for the following dates: (1) January 21, 2020, Board Study Session, (2) February 13, 2020, Amended Minutes for Regular Board Meeting, (3) March 12, 2020 Regular Board Meeting and (4) March 24, 2020, Special Board Meeting to be discussed separately.

Superintendent Bauer said by pulling the entire item the state auditor said there is nothing approved in the minutes since January 2020. She asked President Ernesto Bejarano to guess which date from the minutes he wants to pull.

Superintendent Bauer said by pulling the entire item, the state auditor said there is nothing approved in the minutes since January 2020. She asked President Ernesto Bejarano to guess which date from the minutes he wants to pull.

President Ernesto Bejarano asked Counsel Rogelio Ruiz once the minutes are approved, if they can be amended after the fact.

Counsel Rogelio Ruiz replied that they could be amended after the fact, but once they are approved, they become the official record.

President Ernesto Bejarano said, in the interest of time, he would like to retract his statement.

Member Linda Chavez said she wants to pull item 9.01 minutes for March 12, 2020.

There was a consensus from the Board to combine and take action on Agenda Items 9.01, 9.02, 9.03, 9.04, 9.05, and 9.06.

- ***Agenda Item 9.01 Approve Board Meeting Minutes for the following dates: (1) January 21, 2020, Board Study Session, (2) February 13, 2020, Amended Regular Board Meeting and (4) March 24, 2020, Special Board Meeting.***
- ***Agenda Item 9.02 Approve Acceptance of Donations.***
- ***Agenda Item 9.03 Approve Acceptance of Vendor & Payroll Warrants.***
- ***Agenda Item 9.04 Approve/Ratify Notices of Employment and Changes of Status/May 14, 2020/Human Resources Department***

9. CONSENT CALENDAR *(continued)*

Agenda Item 9.05 Approve Report on Williams Uniform Complaints

- *Agenda Item 9.06 Approve Contracts for Professional Services-Firms/Organizations (expect Jess Serna's contract)*

MOTION #09-15 by Member Linda Chavez to approve Agenda Items, 9.01 (except meeting minutes of March 12, 2020, 9.02, 9.03, 9.04, 9.05, and 9.06 (expect Jess Serna's contract), as presented. MOTION #09-15 was seconded by President Ernesto Bejarano.

MOTION #09-15 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.

President Ernesto Bejarano asked Member Linda Chavez if she wanted to discuss the March 12, 2020 meeting minutes.

Member Linda Chavez said she wants to take it offline.

11. Future Board Agenda Requests

President Ernesto Bejarano said there were several requests already stated. He asked if there was anything else.

Public Comments:

- 1) Flor De Leon said she understands that everyone is learning Zoom. She said she had a suggestion to have translation in Zoom. She said she was in a townhall Zoom and they had that. She said it is just a matter of pushing a button. She said you will see the screen and the meeting will be translated.
- 2) Brenda Zendejas asked if the Zoom link for the Board meeting could be posted on Facebook.

12. ADJOURNMENT

12.01 President Adjourns the Meeting

President Ernesto Bejarano adjourned the meeting at 9:20 p.m.

Respectfully submitted,

Andrés Quintero, Board Clerk
mc

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

**MINUTES OF A SPECIAL MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, May 14, 2020, 8:30 p.m.
Board Members and Superintendent participated via Zoom Meeting
Meeting #16-19/20**

1. OPEN SESSION

1.01 Call to Order / Roll Call

President Ernesto Bejarano called the Special Board Meeting to order at 9:20 p.m. and welcomed everyone in the audience. President Ernesto Bejarano led the Pledge of Allegiance at this time.

Board Members Present:

Ernesto Bejarano	President
Corina Herrera-Loera	Vice-President
Andrés Quintero	Clerk
Dolores Marquez-Frausto	Member
Linda Chavez	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Carlos Moran	Assistant Superintendent, Human Resources
Kolvira Chheng	Assistant Superintendent, Business Services
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

1. OPEN SESSION *(continued)*

1.01 Call to order/Roll Call/Pledge of Allegiance

President Ernesto Bejarano said there was a quorum.

2. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

2.01 Requests to Address the Board

3. Closed Session

3.02 Recess To Closed Session: The Board will recess to Closed Session at approximately 9:23 p.m. Open session will resume approximately 1 ½ hours after the start of Closed Session.

President Ernesto Bejarano announced that the Board would reconvene to Open Session will resume at the conclusion of Closed Session.

4. RECONVENE TO OPEN SESSION

4.01 Call to Order / Roll Call

The Board reconvened to Open Session at 11:18 p.m. President Ernesto Bejarano welcomed everyone and took a second Roll Call in which all Board Members were present. There was a quorum.

Counsel Rogelio Ruiz reported that the Board took the following action:

3.03 *Board approved the continued placement at the nonpublic school of Student Guerrero a Special Education Student. The Board voted 5-0.*

Counsel Rogelio Ruiz reported that there is no other action to report at this time.

5. ADJOURNMENT

5.01 President Adjourns the Meeting

President Ernesto Bejarano adjourned the meeting at 11:19 p.m.

Respectfully submitted,

Andrés Quintero
Clerk

/mc

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

**MINUTES OF A SPECIAL MEETING AND WORKSHOP
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, May 21, 2020, 5:30 p.m.
Board Members and Superintendent participated via Zoom Meeting
Meeting #17-19/20**

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Ernesto Bejarano called the Special Board Meeting to order at 5:32 p.m. and welcomed everyone in the audience. President Ernesto Bejarano led the Pledge of Allegiance at this time.

Board Members Present:

Ernesto Bejarano	President
Corina Herrera-Loera	Vice-President
Andrés Quintero	Clerk
Dolores Marquez-Frausto	Member
Linda Chavez	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Carlos Moran	Assistant Superintendent, Human Resources
Kolvira Chheng	Assistant Superintendent, Business Services
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

1. OPEN SESSION *(continued)*

1.01 Call to order/Roll Call/Pledge of Allegiance

President Ernesto Bejarano said there is a quorum. He said the meeting is being recorded.

President Ernesto Bejarano said the Board has been working on the mission and vision goals from the past. He said the Board needs to redefine those goals and take another look at them. As a Board, we will have discussion about the goals. He said he will be turning it over to Counsel Rogelio Ruiz.

Counsel Rogelio Ruiz said there are three separate items for action on the agenda. He said there are areas of overlap with the FCMAT report which was issued in 2017 and the current state audit report. He said that according to the FCMAT and the state auditor, there is a lack of adherence. He said the district's board Bylaws 9000 typically call out for the Board to set the direction to the district and to establish standards of responsibility. He said according to those agencies, there have been years of recommendations in both reports. He mentioned that the state audit report also says for the Board to establish a code of conduct. He said the purpose of today's meeting is to do the Governance Handbook which is the vehicle that is going to incorporate all of those concepts. He said the primary areas of focus are developing a vision, mission statement priorities, and goals for the district.

President Ernesto Bejarano asked that when developing the vision and mission statements, if they are for the entire district and not exclusive to the Board.

Counsel Rogelio Ruiz said that is correct.

President Ernesto Bejarano asked for the best way to handle grammatical errors. Do they need to be handled tonight or can they come back at some point?

Counsel Rogelio Ruiz replied that they could be brought back. He said he knew the district, at some point, was trying to work within a timeframe. He said there needs to be some type of follow up within the next few days to show that the district is showing progress. He commented that any grammar issues should be forwarded to the Superintendent and staff. He said the document needs to be brought to the Board to finalize.

President Ernesto Bejarano said, in a sense, the Board can see this as a living document. He said the Board needs to vote and approve for purposes of compliance. He commented that after checking the Board's thoughts, we need to make sure they meet the district's needs.

Member Linda Chavez said she was covering this now because Counsel Rogelio Ruiz covered the rules and responsibilities. She said Counsel Rogelio Ruiz quoted what the Board needs from the Superintendent. She noticed that in section C in the table of contents, that has been omitted in the new ones. Two lines were omitted from section C. She said she would like to see those back. She said she knows she ran into those during her presidency. She said she would like those to be added back to roles and responsibilities.

1. OPEN SESSION *(continued)*

President Ernesto Bejarano said he wants to ensure that the meaning of the vision and mission statements is known before the Board delves into other areas of the Governance Handbook.

Member Dolores Marquez-Frausto said in the last Governance Handbook 2012 that the Board is viewing, she would like Counsel Rogelio Ruiz to explain if the signature page of explanation of agreement needs to be placed there. She said she agreed with Member Linda Chavez's comments.

Counsel Rogelio Ruiz said it might be needed there depending on what the Board says. He said the Board may think it is appropriate for all five members sign. He said the reason why he deleted it is because that was the agreement the Board reached when the handbook was established. He commented that he wants the Board to have the opportunity to establish its agreements.

Member Dolores Marquez-Frausto said she understands what the Board needs to agree on, but she is questioning if it was put there to make sure all parties agreed to it.

Counsel Rogelio Ruiz replied if Member Dolores Marquez-Frausto would look at the page, it is explaining the redline agreements to facilitating leadership. He said it itemizes 11 different things. He said there are more than 11 concepts that are being agreed to in this Governance Handbook. He said he felt if the Board is inclined for the members to sign it to memorialize the agreement, it should be the entire book, not just the 11 items.

Member Linda Chavez said when they did this, it was done in 2007-2008. She said she would like for the Board to see the 2008 Governance Handbook to be more clear. She said it would be when Norma was the superintendent. A lot of the stuff was detailed and they brought CSBA to the district and did it there.

President Ernesto Bejarano asked Member Linda Chavez what she is suggesting.

Member Linda Chavez replied she is suggesting that they revisited the 2008 Governance Handbook and took a lot of the information to create the 2012 Governance Handbook. She said the Board is now revisiting the other stuff and is revising from 2012 up until 2020. She said the Board should also look at 2007-2008 that covered more stuff and was more clear. She said she read all three copies.

President Ernesto Bejarano asked if Member Linda Chavez is alright with moving forward tonight with what the Board has.

1. OPEN SESSION *(continued)*

Member Linda Chavez said she has been trying to push this forward for a year-and-a-half. She said she has to get this done. She said she realizes that she is the one delaying it. She said there is so much information on the other one, it being concise, and now it is being concise even more. She said she is willing to move forward.

President Ernesto Bejarano said it seems that Member Linda Chavez is alright with moving forward.

Vice-President Corina Herrera-Loera said she wanted to thank Member Linda Chavez for reading the previous Governance Handbook. She wonders if there is something major that may have been missed. She said she would like to come and discuss the Governance Handbook further next time when things are much slower.

Member Linda Chavez said roles and responsibilities were omitted.

President Ernesto Bejarano said roles and responsibilities will be discussed.

President Ernesto Bejarano said he was hoping to have a brief discussion this evening. He said the biggest part of the discussion will be the vision and mission statements. He said the vision statement should be something big. He commented that one of the facilitators said the vision statement was to have a diploma in every hand. He said the mission statement is a little more specific on how the district plans to get to the vision statement.

Member Linda Chavez commented that this would be for all students, all grade levels, and above.

President Ernesto Bejarano asked Member Linda Chavez if she was speaking about the vision or a mission statement.

Member Linda Chavez replied it would be the vision statement. She said like the facilitator stated to have a diploma in everyone's hand. She said when they started to work on the vision statement, Mr. Arturo Flores said that he envisioned all students would be at grade level and above without pushing it.

President Ernesto Bejarano asked the Board members what they think is the vision statement. He asked if it is the way he described it or if they disagree.

Clerk Andrés Quintero said he agrees with President Ernesto Bejarano's description. He asked if there is going to be a framework within which the Board can work. He said he wants to know how the Board can move more productively and give input.

President Ernesto Bejarano asked if Clerk Andrés Quintero meant to have visual things.

1. OPEN SESSION (continued)

Clerk Andrés Quintero replied yes and asked if he could let the Board know the plan. He said he wants to get mental visuals on how it will be planned out.

President Ernesto Bejarano said he intends to put the document up and go through sections discussing any edits or suggestions Board members may have.

Vice-President Corina Herrera-Loera said she agrees to first discuss the vision and mission statements like they have been agendized. She said she agrees to go through the general areas.

Member Dolores Marquez-Frausto said she could not visualize how it would be done. She said she has a problem with the way the Governance Handbook is because there is a lot of things omitted like her colleague Member Linda Chavez had mentioned. She said she knows there is a timeline, but the Board needs to go back and look at what was omitted that is important.

President Ernesto Bejarano said to move forward in terms of the agenda. He said what he intends to do first is to have a Board discussion and then have public comment. He asked Counsel Rogelio Ruiz if there is anything specific that needs to be heard first.

Counsel Rogelio Ruiz said no since you are willing to be flexible in terms of public comment and listening to the Board's comments. He said the Board always needs to focus on the areas of agreement.

President Ernesto Bejarano asked if there is public comment for items 3.01, 3.02 and 3.03.

Director Mr. Avtar Gill said there is no public comment.

President Ernesto Bejarano said the first item to be addressed is the vision statement, then the mission statement, and then the specifics of the handbook.

Member Linda Chavez said when the district got dinged by the state, the mission and vision statements that the district had were from 2005. She said she spoke to Superintendent Bauer about it and she was embarrassed so she ripped it up. She asked what the district had for a vision and mission statement before 2005.

Superintendent Bauer said she did not think she would have ripped up anything.

Member Linda Chavez said that is what Superintendent Bauer told her because the district got dinged when she was Board President. She said she is surprised that it was not put here because that was the vision and mission statement before. She said if there is going to be a comparison of school districts, our districts should be included also.

President Ernesto Bejarano said he is trying to understand the reason to go back.

1. OPEN SESSION (continued)

Member Linda Chavez gave an example as to why to go back. The previous Board was going to allocate the money to do all the repairs. She said things were not getting done five years later. She said that sometimes you must move forward, but you must also address what was voted on before in order to make sure those things are accomplished.

Vice-President Corina Herrera-Loera said to Member Linda Chavez that when the Board dives deep into this, it would be good to bring this back when the Board has access to it.

Member Linda Chavez said the Board needs to keep in mind to follow through on what was promised before by the previous Board. She said the Board wants to make sure that people trust them to follow through on promises from the past.

Member Dolores Marquez-Frausto said she has been here the longest. She said somewhere, along the line, someone stopped posting the vision and mission statements. She said they were always located in the lobby of every school. She said they could not be found. She said they are somewhere unless they were thrown out. She commented that she was part of the committee and the committee came out with a better vision statement. She said the staff needs to see what can be found that was there.

President Ernesto Bejarano said he agreed with Vice-President Corina Herrera-Loera that the Board cannot start from scratch every four years and develop new ideas. He commented that stakeholders and Board members developed something from years ago that is being presented tonight. He said the environment has changed. He said the vision and mission statements reflect reality from twelve years ago but may not reflect reality for the next fifteen to twelve years. He said he certainly does not discount things from the past. He said there is a balance from the past work to carry over towards the future.

Member Dolores Marquez-Frausto said she is offended. She said she came here when she was eighteen years old. She said many people are like her and have been at Alum Rock for many generations, and to say times have changed--those values are still there and everybody knows that. She said if the Board is going to do a vision statement, it needs to be a meaningful core value.

3. SUPERINTENDENT / BOARD BUSINESS

3.02 Approve the District Vision Statement

Member Linda Chavez said finding solutions together with parents, teachers, administrators, and lawmakers is for the good of students. She said she added lawmakers because of COVID-19. She said when Superintendent Bauer asked to come up with a mission and vision statement in 2019, that is what she came up with.

Member Linda Chavez reiterated finding solutions for coming together with parents, teachers, administrators, and lawmakers for the good and benefit of all STUDENTS!

President Ernesto Bejarano said ARUSD will use adversity as a springboard the opportunity to develop the resourcefulness and creativity and resilience that allows students to compete at any level.

Member Dolores Marquez-Frausto said the two vision statements sounded good to her.

Superintendent Bauer said she agreed with Member Dolores Marquez-Frausto regarding the vision statement needing to be something big. She said the vision statement needs to be concise and to the point.

Clerk Andrés Quintero said the district does not have the resources that other districts have. He said the community is at a disadvantage because of money.

President Ernesto Bejarano commented on the vision statement Member Linda Chavez said that when he sees lawmakers, he does not see a negative connotation. He said this could be looked at to consolidate the Board's thoughts.

Member Linda Chavez said she did not send her kids to James Lick High School. She said they went to Santa Teresa High School. She said everyone looked at them as the poor East Side kids. She commented that she did not understand what Clerk Andrés Quintero is saying. She commented that her kids did not negatively look at themselves. She said her kids can do anything and accomplish anything they want.

Vice-President Corina Herrera-Loera commented to focus on what the Board is doing. She said one of the things that she wants to point out is to focus on the words that are coming out.

3. SUPERINTENDENT / BOARD BUSINESS

Member Dolores Marquez-Frausto said that in Stand and Deliver, they are like the kids at the district. She said that Jaime Escalante told the kids to try harder. She said to tell kids to do their best because she knows they can do it. She said she wants to make it a safe place for everybody.

President Ernesto Bejarano thanked Member Dolores Marquez-Frausto for saying what she said. He said this discussion is a safe place. He commented that constructive criticism is not to be taken personally. He said everyone is working on the same goals.

Clerk Andrés Quintero said to the point regarding Stand and Deliver, Jaime Escalante said you have to push them. He said the whole idea is to push them to push to go forward. He said one of the things that he thinks is important for the Board to look at is that other districts are dealing with the same type of social-economic situation. He said he would like to take the opportunity to share the mission statement from Union City, New Jersey.

President Ernesto Bejarano said that adversity has strength. He said that whenever he is asked by someone about his success in Alum Rock, East San Jose, he thinks of adversity that he has faced personally. He commented that with adversity, people develop tools. He said when he uses the word adversity, he thinks of staff, teachers, and many of the district's students.

Member Linda Chavez commented that a lot of Spanish-speaking students graduated because someone believed in them and they believed in themselves. She said if students want to do well, they can. She said it is up to everyone to instill this in them.

MOTION #01-17 by Member Linda Chavez to move the meeting until another three hours. MOTION #01-17 was seconded by President Ernesto Bejarano.

Member Dolores Marquez-Frausto said she would like to suggest having a discussion and Superintendent Bauer can put something together. She said the discussion can continue and she can chime in.

Clerk Andrés Quintero said he agrees. He said Superintendent Bauer can take a global perspective with the things being discussed. He commented that the Board should incorporate all their experience in Alum Rock. He said he believes Superintendent Bauer can hear all the input and give the Board a global picture to consider.

President Ernesto Bejarano asked Clerk Andrés Quintero what he meant by a global picture. He asked if what he is saying is that the Board has a discussion and then Superintendent Bauer crafts the actual statement.

3. SUPERINTENDENT / BOARD BUSINESS *(continued)*

Clerk Andrés Quintero said Superintendent Bauer receives input from her communication with city leaders, county residents, and various committees. He said Superintendent Bauer would be able to incorporate all of that experience and give the Board a draft.

President Ernesto Bejarano added with the knowledge that the Board needs to take action tonight.

Clerk Andrés Quintero said he assumes that Superintendent Bauer came prepared with notes already.

Superintendent Bauer said she was drafting something. She asked the Board if they would like to consider it right now. She asked Senior Executive Assistant Maribel Carrillo to type it on the whiteboard for the Board members to see. It reads: We believe all Alum Rock Students can be ready for the future, a diverse and competitive world.

President Ernesto Bejarano said along the lines of the vision statement he would like to add something as to what are you going to do. All Alum Rock Students will be ready for a diverse and competitive world.

The Board had discussion.

President Ernesto Bejarano stated what the Board believes should be added. All Alum Rock Students will be ready for the future, in a diverse and competitive world.

MOTION #02-17 by Member Dolores Marquez-Frausto to adopt this vision statement on the screen. MOTION #02-17 was seconded by Member Linda Chavez.

President Ernesto Bejarano said there was a motion on the floor to adopt this vision statement. He asked if there was any further discussion by the Board.

Public Comment:

- 1) Jocelyn Merz said there is no need to have a comma after the word future. She said the Board is doing an awesome job.

Vision statement: All Alum Rock Students will be ready for the future in a diverse and competitive world.

Counsel Rogelio Ruiz said just for the record this is item 3.02.

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

3. SUPERINTENDENT / BOARD BUSINESS *(continued)*

3.03 Approve the District Mission Statement.

President Ernesto Bejarano said the mission statement will be more. He said a mission statement, through committed staff and dedicated partners and stakeholders, we will maintain an environment that develops well-rounded students who are able to focus on their academic, emotional, and physical wellbeing.

Clerk Andrés Quintero stated the mission statement from Union City School District in New Jersey. He said it went along with what President Ernesto Bejarano mentioned.

The district seeks to make our schools dynamic and democratic learning environments from which our students emerge as fully fluent users of new and emerging technologies. Embedded in our approach to education is the concept of children, families, teachers, and community working together to facilitate and maximize the Union City School District's commitment to excellence.

The Board had discussion.

Member Dolores Marquez-Frausto stated the Alum Rock School District will provide all students with a skill to become successful, lifelong learners for the twenty-first century.

President Ernesto Bejarano said there will be a five-minute break and the Board will come back at 7:55 pm.

The Board had discussion.

Superintendent Bauer said our mission is to provide all Alum Rock students a safe and high quality learning environment by coming together with all stakeholders for the benefit of our community.

The Board had discussion.

Superintendent Bauer said our mission is to provide all Alum Rock students with a high-quality, 21st century learning environment where they can emerge as fluent user and creators of new and emerging technologies by working together with all stakeholders for the benefit of all our students.

The Board had discussion.

President Ernesto Bejarano read the vision statement Together with stakeholders, we will provide Alum Rock Students with high-quality, 21st century learning that builds upon our culturally-diverse community to prepare our students to compete for the careers.

2. SUPERINTENDENT / BOARD BUSINESS *(continued)*

President Ernesto Bejarano read the updated vision statement Together with stakeholders, we will provide Alum Rock Students with high-quality, 21st century learning that builds upon our culturally-diverse community to prepare our students to compete for the careers of the future.

MOTION #03-17 by Member Linda Chavez to approve mission statement. MOTION #03-17 was seconded by Member Dolores Marquez-Frausto.

MOTION #04-17 by Member Linda Chavez to amend the motion to say we provide. MOTION #04-17 was seconded by Member Dolores Marquez-Frausto.

Public Comment:

- 1) Jocelyn Merz said the Board is on fire tonight. She said she loved what Member Dolores Marquez-Frausto said earlier about the lifelong learners. She said her suggestion is to prepare our students to be lifelong learners and to compete in the future.

President Ernesto Bejarano said he liked the suggestion of the lifelong learners. He said the concept of lifelong learner is important. He said to amend the motion further and to add that.

MOTION #05-17 by Member Linda Chavez to amend the amended motion to add lifelong learners. MOTION #05-17 was seconded by Member Dolores Marquez-Frausto.

Mission Statement: Together with stakeholders, we provide Alum Rock students with high-quality, 21st century learning that builds upon our culturally-diverse community to prepare our students to be lifelong learners and compete for the careers of the future.

MOTION #05-17 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.

3.01 Approve the District Governance Handbook

President Ernesto Bejarano asked if the Board had any questions or comments regarding the District's Governance Handbook. He said the Board will work off the redline version of the District's Governance Handbook.

3. SUPERINTENDENT / BOARD BUSINESS *(continued)*

President Ernesto Bejarano said that in section C, Rules and Responsibilities, our commitments change to operating principles. He said he read them and they do not resonate as principles.

Vice-President Corina Herrera-Loera asked if President Ernesto Bejarano would be alright with it saying “guiding principles” instead of “operating principles”.

President Ernesto Bejarano said he had a couple of grammatical changes that he could make after. He said the bullet that he wanted to add is guiding principles. He said, “We acknowledge our community is confronted with many challenges and we choose to see those challenges as both resourcefulness and resilience to be better prepared to take on our futures.” He said it is important to acknowledge the reality of the district.

Member Linda Chavez said she would go for it since it is important to the Board. She said she is willing to put that too.

President Ernesto Bejarano stated the last guidance principle, “We foster a culture of accountability where we strive to view mistakes for growth.” He said the Board holds themselves and the district staff accountable. He said to change from “our purpose” to “our commitments”.

President Ernesto Bejarano asked if, based on the recommendation from the state to approve the vision and mission statements of the handbooks, these have been covered.

Counsel Rogelio Ruiz said yes.

President Ernesto Bejarano asked the Board if they agree to come back to the section of priorities and goals.

Member Dolores Marquez-Frausto said that priority and goals are important to her.

President Ernesto Bejarano said there will be a study session to deal with goals only.

Member Dolores Marquez-Frausto said she does have a problem with the core beliefs. She asked if the Board can touch on that section.

President Ernesto Bejarano asked Senior Executive Assistant Maribel Carrillo to capture goals and core beliefs for the next study session.

President Ernesto Bejarano said, under Roles and Responsibilities, to add a bullet point that says “monitor effectiveness” and the Board as a single body consistent with the annual Board Evaluation”. He said to change this to “monitor effectiveness of the Board through a self-evaluation”.

3. SUPERINTENDENT / BOARD BUSINESS *(continued)*

Member Linda Chavez said she thinks it should be called Board Self-Evaluation.

President Ernesto Bejarano said he does not need to have the exact title there. He said this is describing how accountability will be described.

Member Linda Chavez said she thinks this because the state and CSBA all refer to it as a Board Self-Evaluation.

Member Dolores Marquez-Frausto said to add “Treat all Board members equally”.

President Ernesto Bejarano said what he needs from the Superintendent is accountability. He said whether it is Superintendent Bauer or someone else. He said when things happen at the district, he needs to know.

Member Dolores Marquez-Frausto asked Counsel Rogelio Ruiz if that would be the first bullet point on this page or just by itself.

Counsel Rogelio Ruiz said he thinks it would be with the signature page.

President Ernesto Bejarano said he was hoping to expand on “no surprises” because he said it is vague to him and not useful.

Clerk Andrés Quintero agreed with President Ernesto Bejarano because it sounds unprofessional.

President Ernesto Bejarano asked Counsel Rogelio Ruiz how the Governance Handbook would be brought back for grammatical corrections.

Counsel Rogelio Ruiz replied that the Board needs to agree on the priorities and goals. He said it still needs to come back anyways. He said to approve it with the specific comments made tonight with the understanding that it will come back. He said to, at least, have something to send to the state auditor so that they can see that the Board is making significant progress.

President Ernesto Bejarano said to please note that next time “no surprises” will be looked at. He stated to add “provide the Board with requested information in a timely matter for the past twenty years”.

Member Linda Chavez said she would like to add something in writing, “Board members need to respond more quickly”.

3. SUPERINTENDENT / BOARD BUSINESS *(continued)*

Member Dolores Marquez-Frausto asked Counsel Rogelio Ruiz if this is what she asked for regarding an explanation of the agreement signature page.

Counsel Rogelio Ruiz replied that this book was originally signed by the Board.

President Ernesto Bejarano said regarding the statement Member Linda Chavez's asked that she wanted something like the Board will respond to requests from the superintendent in a timely matter.

Member Dolores Marquez-Frausto said to add an agreement of the signature page because it was deleted. She asked Counsel Rogelio Ruiz to please see the rationale for this.

Counsel Rogelio Ruiz replied that if Member Dolores Marquez-Frausto would look at the Governance Handbook, the clean draft, there is a signature page at the end of the document. He said it is unclear to him whether the signature page was memorializing their agreement to the entire book or just the agreements being stated.

President Ernesto Bejarano asked Counsel Rogelio Ruiz if he is speaking about the agreements that are listed in the section.

Counsel Rogelio Ruiz replied that in the old draft there are only eleven agreements that are being agreed upon. That is the reason why he moved the signature page at the end of the document. He said he did not limit the scope of agreements.

President Ernesto Bejarano said it sounds like the reason you moved it to the end was to clarify those signatures. He asked Counsel Rogelio Ruiz if it is being signed off on the entire document, not a particular section.

Counsel Rogelio Ruiz replied that if President Ernesto Bejarano looked at the old version, the agreements facilitate in leadership. He said this portion was signed by all the Board members. He said his view was not necessarily a relationship between the Board and superintendent.

President Ernesto Bejarano asked Member Dolores Marquez-Frausto if what Counsel Rogelio Ruiz described made anything different for her.

Member Dolores Marquez-Frausto replied her thing was to bring it back--that it would be in the agreement. She said that is the practice and there is no way around it. She commented there are elections and there are new people. She said this is one of the tasks that the Board needs to go through.

3. SUPERINTENDENT / BOARD BUSINESS *(continued)*

President Ernesto Bejarano asked Member Dolores Marquez-Frausto if she is referring to the signatures themselves or the table and its boxes or both.

Member Dolores Marquez-Frausto said the signature page in the back is not the same one that was taken out. She said the Board is looking and signing the code of conduct.

President Ernesto Bejarano asked Member Dolores Marquez-Frausto if a separate signature page on its own would provide more clarity.

Member Dolores Marquez-Frausto said she can care less if it signed or not. She said the Governance Handbook would be put on the shelf. She said if the signature page is added, every line would need to be redone.

President Ernesto Bejarano asked Counsel Rogelio Ruiz if the current Board signs it as a body, does that make this handbook invalid in any way if the new Board comes in. He asked if they need to re-sign the agreement.

Counsel Rogelio Ruiz replied it does not make it invalid to the point Clerk Andrés Quintero made. He said these governance documents, just like the Board Bylaws, are every two years. He said if there is a new Board member in the future, this would come up in that person's term anyway. He said in a particular matter, he can insert signature lines. He commented this would allow some time when a new person comes in. It could be revised by the Board.

Member Dolores Marquez-Frausto said her issue is whether it is necessary or not. She said the process is not that the Board will revise it all the time. She said the Board should be doing the Superintendent's evaluation. She said COVID-19 threw everyone off. She commented that this needs to come back.

Member Linda Chavez said she agrees with Member Dolores Marquez-Frausto especially because she has been asking for the handbook since the beginning. She said she feels that new Trustees will be grasping for more since there is so much to learn. She feels this is a part of good governance. She commented that if the public attends the meetings, it will learn as well.

President Ernesto Bejarano said he is not sure what the proposal is at this time.

3. SUPERINTENDENT / BOARD BUSINESS *(continued)*

Member Linda Chavez asked if Counsel Rogelio Ruiz understands what she is asking for. She said she is not asking for a proposal. She is asking for it to come back because there may be a need for all the language to be back.

Counsel Rogelio Ruiz replied that he understands. He said the language could be included in the end and he did include the signature page for all the Board members on the last page. He commented that, as Board members, they are committing to use these governance practices in their role as Trustees. He said the other issue is, once this book is adopted, the Board Bylaws will be amended to provide regular reviews of the policies handbook.

Member Dolores Marquez-Frausto requested to add that portion of it. She said it does not need to be when newly-elected people come in.

Vice-President Corina Herrera-Loera asked Senior Executive Assistant Maribel Carrillo to make a note for the next Board Study Session to add consequences to endure for not following through, so the Board follows the guidelines. She said she will speak about it then.

Member Dolores Marquez-Frausto asked if this be supported by the Board Bylaws.

President Ernesto Bejarano commented that this will be discussed at the next Board Study Session. He said moving on to section C, third bullet point, add “advice from the Superintendent on all Board business”.

Counsel Rogelio Ruiz said the reason why he highlighted this is that this is a provision in the Board member orientation workshop. The Board needs to cover all these issues. He said, as far as he knows, the Board has never done this. He said that the Board used to have a retreat in January and the retreat was not focused on member orientation. He said it was about the future of the district.

Member Linda Chavez said she thinks it should be added. She asked if it could be added from the new Board packet to the Governance Handbook. She said, this way, everyone receives a Governance Handbook.

President Ernesto Bejarano commented that new Board members will receive a new Board packet and Governance Handbook that will include all that information.

Counsel Rogelio Ruiz said in the Board Bylaws, it is already included that all new Board members will receive a copy of the Board Bylaws and will be given a Brown Act Training. He said when he works with the new Board members, he usually goes over the Brown Act training. He said he agrees with adding the Governance Handbook.

3. SUPERINTENDENT / BOARD BUSINESS *(continued)*

President Ernesto Bejarano said to add a statement by the Board to have an orientation.

Member Linda Chavez said that three other Trustees had mentioned that in the past there was a retreat and it was very helpful. She said maybe Counsel Rogelio Ruiz could facilitate a retreat.

President Ernesto Bejarano said the Board needs to decide whether it is going to keep the highlighted part. He said he agrees that it is important.

Member Linda Chavez asked if there could be a timeline on implementing this.

President Ernesto Bejarano replied it will be following the election of the new Board members in January.

Counsel Rogelio Ruiz said to understand this, the Board will need to look at the redlined Governance Handbook. He said the 2012 Governance Handbook says, in this section, the Board would designate one of its own to receive and respond to emails on behalf of the Board. He said he has highlighted this because the Board has not done this in the recent past. He commented he deleted the language and added this section. He said he felt that the language in the old book consists of the Bylaws that the Superintendent and Board President are the only authorized representatives for the district.

President Ernesto Bejarano said his thought is that it is not bad to have a designated person to speak on behalf of the district. He said he would be wary about making sure that the Board is not taking away from an individual or Board member to have their own opinion.

Clerk Andrés Quintero said that was his initial concern. He said this is the language of a Board that wants to micromanage. He said, back to Counsel Rogelio Ruiz's point, to be consistent with the policies because there are spokespersons, the Superintendent and Board President.

President Ernesto Bejarano said what he heard is that Clerk Andrés Quintero agrees to remove this section.

Clerk Andrés Quintero replied that President Ernesto Bejarano is right to strike the first section. He said it was in the era where there were conflicts with the Superintendent. It is no longer necessary.

3. SUPERINTENDENT / BOARD BUSINESS *(continued)*

Vice-President Corina Herrera-Loera said she read the from top to bottom and they are kind of different. She said it needs to be figured out tonight to take it out or not. She said, as a school Board, that they are responsive to the staff.

Member Dolores Marquez-Frausto asked Counsel Rogelio Ruiz for clarification. In past practice, the district has hired a Public Relations firm to act on behalf of the district. She asked if this is taken away, who would be the spokesperson for the district.

Counsel Rogelio Ruiz replied that in the Board Bylaws the superintendent and the board president are delegated to be the spokesperson on behalf of the district. He said it would not impact the Board's ability to hire a Public Relations person. He said there is so much old language on how the district would manage those in the past. He said, in his point of view, it is not necessary.

Member Dolores Marquez-Frausto stated that her concern is if the district has a Superintendent that goes rogue and takes this away from notifying the Board President to get involved. She said everyone has heard horror stories of when a Superintendent goes rogue.

Counsel Rogelio Ruiz said the old language is problematic and he does agree it could be substantially narrow. He commented that he agrees with both President Ernesto Bejarano and Clerk Andrés Quintero that this entire section should be deleted.

Member Dolores Marquez-Frausto commented she is not in agreement with this section. She said she will agree to sit down and discuss this. She said not to throw it out. She said everything is placed on the Superintendent and the Board needs to answer to that because she is not elected.

President Ernesto Bejarano asked Counsel Ruiz with that given scenario, do the Board Bylaws cover the Board to be able to have the Board President act as a speaker for the district.

Counsel Rogelio Ruiz replied that it is covered by the Board Bylaw. He said he would like to give a real-life scenario that occurred almost ten years ago during the Vergara litigation along with defendants Alum Rock and LAUSD. He said the Superintendent of LAUSD took the position of supporting the plaintiffs of the litigation against his district and his Board. He commented that it damaged and undermined the district.

President Ernesto Bejarano asked if the Superintendent goes rogue using that scenario in the Board Bylaws, would the Board be able to speak on behalf of the district to take away the rogue Superintendent. He asked Counsel Rogelio Ruiz if that is accurate.

Counsel Rogelio Ruiz replied that is correct.

3. SUPERINTENDENT / BOARD BUSINESS *(continued)*

Clerk Andrés Quintero said if something would happen the Board has the majority in place can go ahead and take action. He said this language is not necessary. This is confusing and, at the end of the day, it is enforceable. He said this language is out of frustration.

Member Linda Chavez read what was put on the 2007-2008 Handbook. She asked if a similar language could be added.

Member Dolores Marquez-Frausto said she feels that the Board should listen to what Counsel Rogelio Ruiz said and refine it even better. She commented the Board should go through it again. She said the Board not only needs to protect the Board, but the Superintendent as well. She said that it should not be taken out.

President Ernesto Bejarano said he agrees with the scenario and this is not what the Board wants. He said, by taking this out, the Board does not put the Superintendent or anyone else at risk. He asked Member Dolores Marquez-Frausto if she would be open to striking it tonight, taking it out right now as a part of the approval.

Member Dolores Marquez-Frausto said the Board needs to be concise and if this is taken out tonight, the Board still has the Bylaws to go by.

Vice-President Corina Herrera-Loera said she heard that the Board is not approving this today. She said she just wants to clarify.

President Ernesto Bejarano said it is his understanding that this cannot be approved tonight until the Board includes all those things that the Board is coming back to.

Counsel Rogelio Ruiz said the Board can conditionally approve it subject to coming back.

President Ernesto Bejarano asked Member Dolores Marquez-Frausto if she would be open to conditionally approving it with the strikeout as a condition to approving it tonight. He said it could be revisited to amend all those other sections.

Member Dolores Marquez-Frausto replied yes. She commented there is a lot of language that needs to go.

President Ernesto Bejarano said the Board is going to remove it conditionally and approve it tonight.

Clerk Andrés Quintero said he supports to removing this.

President Ernesto Bejarano asked Clerk Andrés Quintero if he is calling for a vote on this section.

3. SUPERINTENDENT / BOARD BUSINESS *(continued)*

Clerk Andrés Quintero replied yes. He said he is proposing to get rid of this. He said he hopes to have support.

President Ernesto Bejarano said he thinks the Board should take it out and he is open to further discussion.

MOTION #06-17 by President Ernesto Bejarano to strike this section we were talking about conditionally approve Governance Handbook with this section and the others talked about earlier tonight to be brought back for further discussion final approval of Governance Handbook. MOTION #06-17 was seconded by Member Dolores Marquez-Frausto.

MOTION #06-17 carried with a vote of 5 in favor; no opposition; no absent; and no abstention.

4. ADJOURNMENT

4.01 President Adjourns the Meeting

President Ernesto Bejarano adjourned the meeting at 10:30 p.m.

Respectfully submitted,

Andrés Quintero
Clerk

/mc

11.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: July 31, 2020

Subject: Acceptance of Donations

Staff Analysis: The District has received donations as summarized on the sheet dated August 13, 2020.

Recommendation: Staff recommends approval for acceptance of these donations.

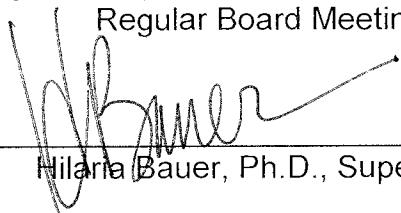
Approved by: Kolvira Chheng  Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: August 13, 2020
Regular Board Meeting

Recommend Approval

11.02
Agenda Placement


Hilana Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ACCEPTANCE OF DONATIONS

<u>DONOR NAME</u>	<u>DESCRIPTION OR PURPOSE</u>	<u>ESTIMATED VALUE</u>	<u>RECEIVING SCHOOL OR DEPARTMENT</u>
The Quakes Foundation	Materials & Supplies	\$ 21,020.00	ARUESD – Curb Side Grab and Go Meal Service
First 5 of Santa Clara County	Materials & Supplies	\$ 5,995.00 (100 Calming Kit)	ARUESD – T4TK & Kinders
Raising a Reader Partnered w/Masons of CA and Major League Baseball	Materials & Supplies	\$ 11,400.00 (285 Summer Literacy Building Book Bags)	ARUESD – T4TK & Kinders



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

Date: April 21, 2020

To: Hilaria Bauer, Ph.D., Superintendent
Honorable Board Members,
Alum Rock Union Elementary School District

From: Denisse B. Mendez, Director Child Nutrition Services

Re: Donation for Child Nutrition Services School Closure Meal Service

Please accept this donation from The Quakes Foundation in the amount of \$21,020 (electronic fund transfer). The funds will be utilized to support our continued efforts in providing our students and youth with Curb Side Grab and Go Meal Service.

Thank you in advance for your approval.

Sincerely,

Denisse B. Mendez
Director Child Nutrition Services

130-900-0-8699-00 - 0000-3700-000000
-480-2110

Hilaria Bauer, Ph.D., Superintendent

Board of Trustees: Ernesto Bejarano, President Corina Herrera-Loera, Vice-President
Andrés Quintero, Clerk Linda Chavez, Member Dolores Márquez-Frausto, 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

To: Hilaria Bauer, Ph.D., Superintendent
Honorable Board Members,
Alum Rock Union Elementary School District

From: Dr. Dianna Ballesteros, Director of Early Learning

Re: Donation for Standard Calming Kits

Date: July 21, 2020

As a First 5 of Santa Clara County partner, Alum Rock Elementary School District received 100 calming kits as a gift to distribute to 100 incoming T4TK and Kindergarten children.

Use of Gift

Through this gift you will receive:

- 100 Calming Kits for children participating in 2020 Bridge to Kindergarten. Each Calming Kit focuses on Children's emotional development and self-regulations skills. Individual Price is \$59.95 per Calming Kit. Total gift \$5,995.
- It is a family-friendly engagement kit which connects school-to-home and helps children learn calming strategies. The tool can kit can be used effectively in virtual distance learning with teachers.

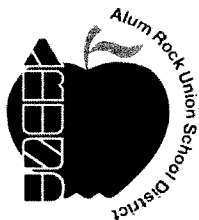
Thank you in advance for your approval.

Sincerely,

Dr. Dianna Ballesteros
Director of Early Learning

Hilaria Bauer, Ph.D., Superintendent

Board of Trustees: Ernesto Bejarano, President · Corina Herrera-Loera, Vice-President
Andrés Quintero, Clerk · Linda Chavez, Member · Dolores Márquez-Frausto, 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

To: Hilaria Bauer, Ph.D., Superintendent
Honorable Board Members,
Alum Rock Union Elementary School District

From: Dr. Dianna Ballesteros, Director of Early Learning

Re: Donation for Super Summer Book Bags

Date: July 21, 2020

As an affiliate with Raising a Reader, who partnered with the Masons of California and Major League Baseball teams (Angels, Dodgers, Giants, and Padres) to bring summer literacy kits to children ages 4 to 6-year-olds. Alum Rock Summer School is granted to receive 285 Summer Literacy Building Book Bags.

Use of Gift

Through this gift you will receive:

- 110 designated for Bridge to Kindergarten incoming T4TK and Kindergarten children in summer school attendance
- 125 designated for First Graders in summer school attendance • 50 designated for Special Education children in summer school attendance
- Individual Price is \$40.00 per Super Summer Book Bags Calming Kit. Total gift \$11,400.

Thank you in advance for your approval.

Sincerely,

Dr. Dianna Ballesteros
Director of Early Learning

Hilaria Bauer, Ph.D., Superintendent

Board of Trustees: Ernesto Bejarano, President · Corina Herrera-Loera, Vice-President
Andrés Quintero, Clerk · Linda Chavez, Member · Dolores Márquez-Frausto, Member

11.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees:

August 3, 2020

Subject: Vendor & Payroll Warrants

Staff Analysis: Summary of Vendor and Payroll Warrants issued during July month of Fiscal Year 2020/2021.

Total of vendor warrants	\$	5,009,028.29
Total of payroll warrants	\$	<u>3,656,170.14</u>
Total	\$	8,666,057.46

Recommendation: Staff recommends approval of the Vendor & Payroll Warrants for the month of July 2020.

Approved by: Kolvira Chheng



Title: Assistant Superintendent, Business Services

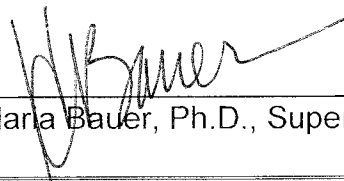
To the Board of Trustees:

Meeting: August 13, 2020
Regular Board Meeting

Recommend Approval

11.03

Agenda Placement



Hilana Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

July 2020

	<u>VENDOR WARRANTS</u>	<u>AMOUNT</u>
Fund		
010,050,060,080	General Fund (Incl Payroll A/P)	\$3,052,381.43
120	Child Development Fund	\$337,014.18
130	Cafeteria Fund	\$188,695.67
140	Deferred Maintenance Fund	\$0.00
210	Building Fund	\$6,412.50
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	\$1,415,524.51
	Subtotal	<u>\$5,000,028.29</u>
95	Student Body Fund	\$9,859.03
	Total Vendor Warrants	<u>\$5,009,887.32</u>
	<u>PAYROLL WARRANTS</u>	
	10th of the month	\$574,225.24
	EOM Payroll	\$3,057,851.68
	AREA	\$0.00
	Manual Checks	\$24,093.22
	Void Checks	\$0.00
	Total Payroll Warrants	<u>\$3,656,170.14</u>
	Grand Total All Warrants	<u>\$8,666,057.46</u>

	From	To
AP Warrants used #	4003888	- 4004137
Payroll Direct Deposit Pay Stub used #	4707496	- 4708548
Payroll Checks used #	4400693	- 4400803

AP Check Register - Pivot Table Summary by Vendor
July 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
4IMPRINT INC.	7/17/2020	4003971	010	\$ 10,194.49
4IMPRINT INC. Total				\$ 10,194.49
ACE EMPOWER ACADEMY	7/22/2020	4004038	010	\$ 17,639.00
ACE EMPOWER ACADEMY Total				\$ 17,639.00
ACHIEVE KIDS	7/22/2020	4004013	080	\$ 14,530.00
ACHIEVE KIDS Total				\$ 14,530.00
ADVERTISERS DIRECT INC	7/22/2020	4004024	010	\$ 6,840.00
ADVERTISERS DIRECT INC Total				\$ 6,840.00
AIRGAS, INC.	7/31/2020	4004092	010	\$ 41.00
AIRGAS, INC. Total				\$ 41.00
ALEJANDRO ROSENDO HERRERA	7/30/2020	4004075	060	\$ 148.67
ALEJANDRO ROSENDO HERRERA Total				\$ 148.67
ALETTE M. C. BROOKS	7/10/2020	4003919	080	\$ 8,500.00
ALETTE M. C. BROOKS Total				\$ 8,500.00
ALIMED	7/22/2020	4004025	010	\$ 43.69
ALIMED Total				\$ 43.69
ALPHA BLANCA ALVARADO(ALPHA1)	7/22/2020	4004039	010	\$ 35,778.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				\$ 35,778.00
ALPHA JOSE HERNANDEZ (ALPHA	7/22/2020	4004040	010	\$ 58,356.00
ALPHA JOSE HERNANDEZ (ALPHA Total				\$ 58,356.00
ALUM ROCK ADMINISTRATORS ASSOC	7/30/2020	4004076	010	\$ 525.00
ALUM ROCK ADMINISTRATORS ASSOC Total				\$ 525.00
AMAZON WEB SERVICES INC.	7/10/2020	4003910	010	\$ 1,341.88
	7/22/2020	4004014	010	\$ 1,247.94
AMAZON WEB SERVICES INC. Total				\$ 2,589.82
AMAZON.COM LLC	7/10/2020	4003892	060	\$ 1,186.92
AMAZON.COM LLC Total				\$ 1,186.92
AMERICAN FIDELITY ASSURANCE	7/30/2020	4004084	010	\$ 200.00
AMERICAN FIDELITY ASSURANCE Total				\$ 200.00
ANA GUIDO	7/30/2020	4004077	130	\$ 103.53
ANA GUIDO Total				\$ 103.53
ANDRES QUINTERO QUINTERO	7/10/2020	4003903	010	\$ 4,700.00
ANDRES QUINTERO QUINTERO Total				\$ 4,700.00
ANGELA MARIA CUELLAR	7/30/2020	4004078	010	\$ 73.72
ANGELA MARIA CUELLAR Total				\$ 73.72
ANTHONY COLONNA	7/21/2020	4004006	080	\$ 86.28
ANTHONY COLONNA Total				\$ 86.28
AON RISK INSURANCE SERVICES	7/17/2020	4003995	010	\$ 19,924.00
AON RISK INSURANCE SERVICES Total				\$ 19,924.00
APPLE INC.	7/10/2020	4003893	060	\$ 75.38
			120	\$ 5,951.84
		4003953	010	\$ 1,138.55
			060	\$ 514.74
	7/17/2020	4003972	060	\$ 304.81
	7/27/2020	4004068	010	\$ 150.00
APPLE INC. Total				\$ 8,135.32
ASSETGENIE INC.	7/17/2020	4003986	010	\$ 1,748.00

AP Check Register - Pivot Table Summary by Vendor
July 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
ASSETGENIE INC. Total			\$	1,748.00
ASSOCIATION OF CALIFORNIA	7/30/2020	4004085 010	\$	3,519.55
ASSOCIATION OF CALIFORNIA Total			\$	3,519.55
AT&T	7/10/2020	4003951 010	\$	3,190.47
	7/22/2020	4004044 010	\$	781.45
	7/31/2020	4004098 010	\$	395.08
AT&T Total			\$	4,367.00
AZDOC INC	7/31/2020	4004120 050	\$	1,820.00
AZDOC INC Total			\$	1,820.00
BALCO HOLDINGS INC	7/10/2020	4003932 010	\$	638.32
BALCO HOLDINGS INC Total			\$	638.32
BARNES AND NOBLE	7/17/2020	4003973 060	\$	1,459.41
	7/22/2020	4004015 060	\$	514.57
BARNES AND NOBLE Total			\$	1,973.98
BAY AREA FLOOR MACHINE	7/10/2020	4003894 010	\$	729.10
	7/31/2020	4004099 010	\$	533.49
BAY AREA FLOOR MACHINE Total			\$	1,262.59
BIOMETRICS4ALL INC.	7/21/2020	4004007 010	\$	737.68
BIOMETRICS4ALL INC. Total			\$	737.68
BSN SPORTS	7/17/2020	4003974 060	\$	777.13
BSN SPORTS Total			\$	777.13
CALIFORNIA ASSOCIATION OF	7/31/2020	4004109 010	\$	3,000.00
CALIFORNIA ASSOCIATION OF Total			\$	3,000.00
CALIFORNIA DEPARTMENT OF	7/30/2020	4004073 010	\$	1,191.85
		060	\$	935.40
		4004074 010	\$	8,976.42
CALIFORNIA DEPARTMENT OF Total			\$	11,103.67
CALIFORNIA MUNICIPAL	7/22/2020	4004026 210	\$	400.00
CALIFORNIA MUNICIPAL Total			\$	400.00
CALIFORNIA SPORT DESIGN	7/22/2020	4004016 010	\$	4,961.26
CALIFORNIA SPORT DESIGN Total			\$	4,961.26
CARVALHO, SANDRA B. & STEVEN	7/24/2020	4004054 010	\$	401.78
CARVALHO, SANDRA B. & STEVEN Total			\$	401.78
CELLCO PARTNERSHIP	7/10/2020	4003911 010	\$	4,783.97
CELLCO PARTNERSHIP Total			\$	4,783.97
CINTAS CORPORATION	7/21/2020	4004008 010	\$	833.36
		050	\$	175.02
	7/31/2020	4004100 010	\$	833.36
		050	\$	175.02
CINTAS CORPORATION Total			\$	2,016.76
CITY OF SAN JOSE	7/10/2020	4003895 060	\$	3,525.93
CITY OF SAN JOSE Total			\$	3,525.93
CITY YEAR INC.	7/10/2020	4003912 060	\$	235,558.92
	7/22/2020	4004017 010	\$	45,838.93
		4004027 060	\$	585,926.21
CITY YEAR INC. Total			\$	867,324.06
CODESP	7/21/2020	4004009 010	\$	2,300.00

AP Check Register - Pivot Table Summary by Vendor
July 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
CODESP				
Total			\$	2,300.00
COLOR BLAZE SUPPLY LLC	7/22/2020	4004018 060	\$	1,425.00
COLOR BLAZE SUPPLY LLC			\$	1,425.00
Total			\$	1,425.00
DAYLIGHT FOODS INC	7/10/2020	4003946 130	\$	5,694.71
DAYLIGHT FOODS INC			\$	5,694.71
Total			\$	5,694.71
DELTA DENTAL	7/24/2020	4004060 670	\$	808.96
DELTA DENTAL			\$	808.96
Total			\$	808.96
DIEDERICH ALBERTO BONEMEYER	7/22/2020	4004028 010	\$	55.50
DIEDERICH ALBERTO BONEMEYER			\$	55.50
Total			\$	55.50
DISCOVERY BENEFITS	7/17/2020	4003963 670	\$	120.00
DISCOVERY BENEFITS			\$	120.00
Total			\$	120.00
EAST SIDE UNION HIGH SCHOOL	7/24/2020	4004048 060	\$	38,308.71
EAST SIDE UNION HIGH SCHOOL			\$	38,308.71
Total			\$	38,308.71
ECHEVERRIA, YERANIA	7/20/2020	4004004 010	\$	6.49
ECHEVERRIA, YERANIA			\$	6.49
Total			\$	6.49
ENGIE SERVICES U.S. INC.	7/17/2020	4003960 060	\$	119,228.45
	7/22/2020	4004029 010	\$	88,040.84
		060	\$	138,155.82
ENGIE SERVICES U.S. INC.			\$	345,425.11
Total			\$	345,425.11
ERIC CALOCA	7/17/2020	4003988 010	\$	150.00
ERIC CALOCA			\$	150.00
Total			\$	150.00
ERIKA JEANETTE IRELAND	7/24/2020	4004049 010	\$	17.31
ERIKA JEANETTE IRELAND			\$	17.31
Total			\$	17.31
ESTHER B. CLARK SCHOOL AT	7/17/2020	4003975 080	\$	7,606.72
ESTHER B. CLARK SCHOOL AT			\$	7,606.72
Total			\$	7,606.72
EVERGREEN ELEMENTARY SCHOOL	7/17/2020	4003964 010	\$	734.88
EVERGREEN ELEMENTARY SCHOOL			\$	734.88
Total			\$	734.88
FEDERAL EXPRESS	7/10/2020	4003904 010	\$	81.75
		4003936 010	\$	45.88
	7/31/2020	4004114 010	\$	126.49
FEDERAL EXPRESS			\$	254.12
Total			\$	254.12
FIRST BOOK	7/31/2020	4004112 060	\$	2,487.58
FIRST BOOK			\$	2,487.58
Total			\$	2,487.58
FOLLETT SCHOOL SOLUTIONS INC.	7/17/2020	4003961 060	\$	102.27
		4003965 060	\$	63.59
FOLLETT SCHOOL SOLUTIONS INC.			\$	165.86
Total			\$	165.86
FOSTER DAIRY FARMS	7/10/2020	4003958 130	\$	16,885.42
FOSTER DAIRY FARMS			\$	16,885.42
Total			\$	16,885.42
FOUNDATION FOR EDUCATIONAL	7/31/2020	4004121 010	\$	7,500.00
FOUNDATION FOR EDUCATIONAL			\$	7,500.00
Total			\$	7,500.00
FRANCHISE TAX BOARD -CT ORDER	7/9/2020	4003890 010	\$	610.00
FRANCHISE TAX BOARD -CT ORDER			\$	610.00
Total			\$	610.00
FROG ENV. INC	7/31/2020	4004128 010	\$	574.00
FROG ENV. INC			\$	574.00
Total			\$	574.00
GARDA CL WEST	7/24/2020	4004055 130	\$	117.78
GARDA CL WEST			\$	117.78
Total			\$	117.78
GEINAH LIM NIERRA	7/24/2020	4004050 080	\$	67.88

AP Check Register - Pivot Table Summary by Vendor
July 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
GEINAH LIM NIERRA Total			\$	67.88
GEORGE WILLIAM KLEIDON	7/30/2020	4004079 060	\$	110.00
GEORGE WILLIAM KLEIDON Total			\$	110.00
GOLD STAR FOODS	7/10/2020	4003947 130	\$	156,207.84
GOLD STAR FOODS Total			\$	156,207.84
GOSAL, PRISCILA D	7/10/2020	4003942 010	\$	204.18
GOSAL, PRISCILA D Total			\$	204.18
GRADUATION SOLUTIONS LLC	7/31/2020	4004113 060	\$	376.52
GRADUATION SOLUTIONS LLC Total			\$	376.52
GREENESPORT ASSOCIATION	7/27/2020	4004069 010	\$	2,508.13
GREENESPORT ASSOCIATION Total			\$	2,508.13
GUENDULAIN, VICTOR A.	7/30/2020	4004080 060	\$	110.00
GUENDULAIN, VICTOR A. Total			\$	110.00
HOME DEPOT U.S.A. INC.	7/10/2020	4003913 010	\$	108.16
		4003920 010	\$	135.72
		4003933 010	\$	844.14
	7/31/2020	4004101 010	\$	1,327.12
		4004110 050	\$	2,229.33
		4004129 050	\$	324.24
HOME DEPOT U.S.A. INC. Total			\$	4,968.71
IDN INC	7/10/2020	4003921 050	\$	115.02
	7/31/2020	4004102 050	\$	470.29
IDN INC Total			\$	585.31
ILLUMINATE EDUCATION INC	7/31/2020	4004111 060	\$	188,876.24
ILLUMINATE EDUCATION INC Total			\$	188,876.24
INTERNAL REVENUE SERVICE	7/30/2020	4004086 010	\$	500.00
INTERNAL REVENUE SERVICE Total			\$	500.00
IT MANAGEMENT CORPORATION	7/10/2020	4003896 010	\$	23,460.00
	7/31/2020	4004115 060	\$	211,510.93
		4004130 060	\$	4,287.38
IT MANAGEMENT CORPORATION Total			\$	239,258.31
ITSAVVY LLC	7/10/2020	4003897 060	\$	396.51
	7/17/2020	4003976 010	\$	5.00
ITSAVVY LLC Total			\$	401.51
JESSE M SERNA	7/31/2020	4004116 010	\$	9,872.00
JESSE M SERNA Total			\$	9,872.00
JESUS L ARAUJO JR	7/22/2020	4004030 010	\$	48.00
JESUS L ARAUJO JR Total			\$	48.00
JORGE YANIS HERRERA	7/17/2020	4003989 050	\$	150.00
JORGE YANIS HERRERA Total			\$	150.00
KAISER	7/10/2020	4003937 670	\$	290.00
	7/17/2020	4003999 670	\$	193,452.10
	7/24/2020	4004061 670	\$	290.00
KAISER Total			\$	194,032.10
KAISER PERMANENTE	7/10/2020	4003938 670	\$	412.66
	7/24/2020	4004062 670	\$	412.66
KAISER PERMANENTE Total			\$	825.32

AP Check Register - Pivot Table Summary by Vendor
July 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
KAPLAN EARLY LEARNING COMPANY	7/31/2020	4004124	080	\$ 112.89
KAPLAN EARLY LEARNING COMPANY Total				\$ 112.89
KEENAN & ASSOCIATES	7/17/2020	4004000	670	\$ 116,589.00
KEENAN & ASSOCIATES Total				\$ 116,589.00
KELLY-MOORE PAINT COMPANY INC.	7/17/2020	4003990	050	\$ 718.67
	7/31/2020	4004103	050	\$ 26.10
KELLY-MOORE PAINT COMPANY INC. Total				\$ 744.77
KIPP HEARTWOOD ACADEMY	7/10/2020	4003957	050	\$ 2,900.00
	7/21/2020	4004012	050	\$ 6,618.37
	7/22/2020	4004041	010	\$ 51,850.00
KIPP HEARTWOOD ACADEMY Total				\$ 61,368.37
KIPP PRIZE PREPARATORY ACADEMY	7/22/2020	4004042	010	\$ 60,972.00
KIPP PRIZE PREPARATORY ACADEMY Total				\$ 60,972.00
KRISTINE MCNATT	7/17/2020	4003991	010	\$ 17.95
KRISTINE MCNATT Total				\$ 17.95
LAKESHORE EQUIPMENT COMPANY	7/10/2020	4003905	010	\$ 22.22
		4003922	010	\$ 206.43
LAKESHORE EQUIPMENT COMPANY Total				\$ 228.65
LANGUAGE PEOPLE	7/10/2020	4003918	010	\$ 10,430.22
	7/31/2020	4004093	010	\$ 180.00
LANGUAGE PEOPLE Total				\$ 10,610.22
LDP INC	7/17/2020	4003977	060	\$ 2,260.86
LDP INC Total				\$ 2,260.86
LEROY HAYNES CTR FOR CHILDREN	7/22/2020	4004019	080	\$ 783.00
LEROY HAYNES CTR FOR CHILDREN Total				\$ 783.00
LET'S TRAVEL	7/22/2020	4004031	010	\$ 648.80
LET'S TRAVEL Total				\$ 648.80
LITTLE HEROES INC.	7/10/2020	4003898	060	\$ 2,300.00
LITTLE HEROES INC. Total				\$ 2,300.00
LOWES COMPANIES INC.	7/31/2020	4004105	050	\$ 648.57
LOWES COMPANIES INC. Total				\$ 648.57
LOWE'S COMPANIES, INC.	7/31/2020	4004104	060	\$ 3,627.01
LOWE'S COMPANIES, INC. Total				\$ 3,627.01
LOZANO SMITH LLP	7/24/2020	4004056	010	\$ 621.50
			080	\$ 14,328.50
LOZANO SMITH LLP Total				\$ 14,950.00
MARBLE BRIDGE FUNDING GROUP	7/31/2020	4004131	060	\$ 119,557.50
MARBLE BRIDGE FUNDING GROUP Total				\$ 119,557.50
MARIA C. GOCHEZ BLANCO	7/22/2020	4004032	050	\$ 135.00
MARIA C. GOCHEZ BLANCO Total				\$ 135.00
MARIA E RUIZ	7/20/2020	4004005	010	\$ 27.97
MARIA E RUIZ Total				\$ 27.97
MARIA S LIMA	7/22/2020	4004033	010	\$ 418.14
MARIA S LIMA Total				\$ 418.14
MARICELA GONZALEZ MAGANA	7/30/2020	4004081	130	\$ 3.92
MARICELA GONZALEZ MAGANA Total				\$ 3.92
MAXIM HEALTHCARE	7/31/2020	4004094	080	\$ 6,370.00

AP Check Register - Pivot Table Summary by Vendor
July 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
MAXIM HEALTHCARE				
MCSIG	7/10/2020	4003906 670	\$	47,840.00
MCSIG			\$	47,840.00
MCSIG			\$	47,840.00
METLIFE SMALL MARKET	7/10/2020	4003907 010	\$	4,017.15
METLIFE SMALL MARKET			\$	4,017.15
MID AMERICA ADMINISTRATION	7/9/2020	4003891 010	\$	3,853.30
	7/30/2020	4004087 010	\$	304.84
MID AMERICA ADMINISTRATION			\$	4,158.14
MISSION TRAIL ADVISORS LLC	7/22/2020	4004020 210	\$	1,500.00
MISSION TRAIL ADVISORS LLC			\$	1,500.00
MOBYMAX LLC	7/31/2020	4004132 060	\$	68,550.50
MOBYMAX LLC			\$	68,550.50
MONSTER TECHNOLOGY	7/31/2020	4004095 010	\$	2,560.83
MONSTER TECHNOLOGY			\$	2,560.83
MULLIN, DEBORAH ELAINE	7/17/2020	4003966 010	\$	204.18
MULLIN, DEBORAH ELAINE			\$	204.18
MULTI-HEALTH SYSTEMS INC.	7/24/2020	4004057 080	\$	509.72
		4004064 080	\$	768.43
MULTI-HEALTH SYSTEMS INC.			\$	1,278.15
NATALIE TRAN	7/22/2020	4004034 060	\$	10,000.00
NATALIE TRAN			\$	10,000.00
NESTLE WATERS NORTH AMERICA	7/17/2020	4004003 010	\$	311.25
		050	\$	3.27
	7/30/2020	4004071 010	\$	181.11
		4004072 010	\$	6.54
NESTLE WATERS NORTH AMERICA			\$	502.17
NEXTEL OF CALIFORNIA INC.	7/10/2020	4003914 010	\$	2,335.67
NEXTEL OF CALIFORNIA INC.			\$	2,335.67
NORCAL TRUCK LEASING INC	7/10/2020	4003915 010	\$	1,058.80
	7/17/2020	4003978 010	\$	670.00
	7/24/2020	4004065 010	\$	1,340.00
	7/31/2020	4004125 010	\$	670.00
NORCAL TRUCK LEASING INC			\$	3,738.80
NORMA P FLORES	7/31/2020	4004106 010	\$	324.38
NORMA P FLORES			\$	324.38
OCCUPATIONAL HEALTH CTR OF CA	7/10/2020	4003916 010	\$	132.50
OCCUPATIONAL HEALTH CTR OF CA			\$	132.50
OFFICE DEPOT	7/10/2020	4003940 010	\$	113.32
	7/17/2020	4003992 010	\$	57.88
	7/22/2020	4004045 010	\$	454.02
		060	\$	372.91
	7/31/2020	4004127 010	\$	1,137.81
		4004133 010	\$	631.15
		670	\$	28.53
		130	\$	1,153.64
OFFICE DEPOT			\$	3,949.26
O'REILLY AUTOMOTIVE STORES INC	7/17/2020	4003967 010	\$	414.25

AP Check Register - Pivot Table Summary by Vendor
July 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
O'REILLY AUTOMOTIVE STORES INC	7/24/2020	4004051	010	\$ 193.34
O'REILLY AUTOMOTIVE STORES INC Total				\$ 607.59
ORENDA EDUCATION	7/17/2020	4003979	060	\$ 59,962.50
		4003996	060	\$ 65,000.00
ORENDA EDUCATION Total				\$ 124,962.50
P & R PAPER SUPPLY COMPANY	7/10/2020	4003948	130	\$ 832.22
P & R PAPER SUPPLY COMPANY Total				\$ 832.22
PAR INC.	7/24/2020	4004066	080	\$ 308.88
PAR INC. Total				\$ 308.88
PARTRIDGE CONSULTING INC.	7/22/2020	4004046	080	\$ 5,500.00
PARTRIDGE CONSULTING INC. Total				\$ 5,500.00
PERSEUS ASSOCIATES	7/31/2020	4004134	010	\$ 2,000.00
PERSEUS ASSOCIATES Total				\$ 2,000.00
PG&E	7/10/2020	4003917	010	\$ 50.69
		4003959	010	\$ 139,221.96
	7/31/2020	4004135	010	\$ 50.69
PG&E Total				\$ 139,323.34
PINVELLA, NERU	7/31/2020	4004136	010	\$ 150.00
PINVELLA, NERU Total				\$ 150.00
PRE-PAID LEGAL SERVICES INC.	7/30/2020	4004088	010	\$ 146.45
PRE-PAID LEGAL SERVICES INC. Total				\$ 146.45
PRO-ED	7/31/2020	4004117	080	\$ 366.55
PRO-ED Total				\$ 366.55
QUADIENT, INC.	7/21/2020	4004010	010	\$ 315.62
	7/31/2020	4004126	010	\$ 315.62
QUADIENT, INC. Total				\$ 631.24
R & R REFRIGERATION & AIR	7/10/2020	4003923	130	\$ 613.87
		4003941	130	\$ 2,792.62
R & R REFRIGERATION & AIR Total				\$ 3,406.49
RANDALL E. KLEIN	7/10/2020	4003908	010	\$ 420.00
RANDALL E. KLEIN Total				\$ 420.00
RAQUEL KATZ	7/22/2020	4004035	010	\$ 190.74
RAQUEL KATZ Total				\$ 190.74
RECOLOGY SOUTH BAY	7/10/2020	4003945	010	\$ 12,364.95
	7/17/2020	4003980	010	\$ 1,658.98
RECOLOGY SOUTH BAY Total				\$ 14,023.93
REHON & ROBERTS	7/17/2020	4004002	010	\$ 21,415.35
			210	\$ 4,512.50
REHON & ROBERTS Total				\$ 25,927.85
RFC WIRELESS INC	7/10/2020	4003939	010	\$ 43,896.00
RFC WIRELESS INC Total				\$ 43,896.00
RMC A RAY MORGAN COMPANY	7/10/2020	4003929	010	\$ 85.43
			060	\$ 103.52
			080	\$ 72.36
		4003943	010	\$ 48.82
	7/17/2020	4003997	010	\$ 409.23
	7/24/2020	4004052	130	\$ 985.12

AP Check Register - Pivot Table Summary by Vendor
July 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
RMC A RAY MORGAN COMPANY Total			\$	1,704.48
ROCKETSHIP EDUCATION INC.	7/22/2020	4004043 010	\$	117,820.00
ROCKETSHIP EDUCATION INC. Total			\$	117,820.00
ROSAS-GARCIA BRENDA	7/31/2020	4004108 060	\$	11.80
ROSAS-GARCIA BRENDA Total			\$	11.80
SABRINA ANN RAYBORN	7/30/2020	4004082 060	\$	59.06
SABRINA ANN RAYBORN Total			\$	59.06
SAN JOAQUIN COUNTY OFFICE	7/21/2020	4004011 010	\$	1,387.35
SAN JOAQUIN COUNTY OFFICE Total			\$	1,387.35
SAN JOSE WATER COMPANY	7/10/2020	4003935 010	\$	4,343.00
	7/6/2020	4003889 010	\$	56,018.02
SAN JOSE WATER COMPANY Total			\$	60,361.02
SANDRA F FAUSTINA GARCIA	7/31/2020	4004096 010	\$	231.15
SANDRA F FAUSTINA GARCIA Total			\$	231.15
SANTA CLARA COUNTY OFFICE OF	7/10/2020	4003909 010	\$	295.15
SANTA CLARA COUNTY OFFICE OF Total			\$	295.15
SAY IT RIGHT	7/27/2020	4004070 080	\$	104.86
SAY IT RIGHT Total			\$	104.86
SC FUELS	7/10/2020	4003924 010	\$	222.70
	7/22/2020	4004036 010	\$	118.58
SC FUELS Total			\$	341.28
SCCSBA	7/22/2020	4004047 010	\$	480.00
SCCSBA Total			\$	480.00
SCHOLASTIC INC.	7/10/2020	4003899 010	\$	1,693.35
		4003925 010	\$	2,115.16
		060	\$	493.24
		4003930 060	\$	1,104.81
		4003954 060	\$	6,530.93
SCHOLASTIC INC. Total			\$	11,937.49
SCHOOL SERVICES OF CALIFORNIA	7/17/2020	4003993 010	\$	325.00
SCHOOL SERVICES OF CALIFORNIA Total			\$	325.00
SEESAW LEARNING INC	7/31/2020	4004118 060	\$	42,416.00
SEESAW LEARNING INC Total			\$	42,416.00
SELF INSURED SCHOOLS OF	7/17/2020	4003998 670	\$	818,815.00
SELF INSURED SCHOOLS OF Total			\$	818,815.00
SERVICE STATION SYSTEMS	7/17/2020	4003968 010	\$	100.00
SERVICE STATION SYSTEMS Total			\$	100.00
SEVERIN INTERMEDIATE HOLDINGS	7/24/2020	4004067 010	\$	13,223.32
SEVERIN INTERMEDIATE HOLDINGS Total			\$	13,223.32
SHIFFLER EQUIPMENT SALES INC.	7/10/2020	4003926 050	\$	234.79
SHIFFLER EQUIPMENT SALES INC. Total			\$	234.79
SILICON VALLEY EDUCATION	7/17/2020	4003970 060	\$	625.00
SILICON VALLEY EDUCATION Total			\$	625.00
SILICON VALLEY SECURITY &	7/22/2020	4004037 010	\$	23,191.00
SILICON VALLEY SECURITY & Total			\$	23,191.00
SOUTHERN COUNTIES OIL COMPANY	7/17/2020	4003981 010	\$	91.50
SOUTHERN COUNTIES OIL COMPANY Total			\$	91.50

AP Check Register - Pivot Table Summary by Vendor
July 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SPECTRUM CENTER INC.	7/17/2020	4003982	080	\$ 2,629.00
	7/22/2020	4004021	080	\$ 6,333.00
SPECTRUM CENTER INC. Total				\$ 8,962.00
SPRINGBOARD COLLABORATIVE	7/31/2020	4004097	060	\$ 22,500.00
SPRINGBOARD COLLABORATIVE Total				\$ 22,500.00
SPURR	7/17/2020	4003983	010	\$ 3,286.76
SPURR Total				\$ 3,286.76
STATE DISBURSEMENT UNIT	7/30/2020	4004089	010	\$ 749.00
STATE DISBURSEMENT UNIT Total				\$ 749.00
STATE OF CALIFORNIA	7/10/2020	4003949	010	\$ 128.00
	7/30/2020	4004090	010	\$ 635.00
STATE OF CALIFORNIA Total				\$ 763.00
STATEWIDE TRAFFIC SAFETY AND	7/31/2020	4004107	050	\$ 554.23
STATEWIDE TRAFFIC SAFETY AND Total				\$ 554.23
STLR CORPORATION	7/22/2020	4004022	010	\$ 1,400.00
	7/24/2020	4004058	010	\$ 720.00
STLR CORPORATION Total				\$ 2,120.00
SUNBELT RENTALS INC.	7/10/2020	4003934	050	\$ 1,582.28
		4003955	050	\$ 2,322.39
SUNBELT RENTALS INC. Total				\$ 3,904.67
SUPER DUPER INC	7/10/2020	4003900	010	\$ 979.97
SUPER DUPER INC Total				\$ 979.97
SYSCO SAN FRANCISCO INC.	7/10/2020	4003956	130	\$ 3,305.00
SYSCO SAN FRANCISCO INC. Total				\$ 3,305.00
TARGET SPECIALTY PRODUCTS	7/24/2020	4004053	050	\$ 509.49
	7/31/2020	4004137	050	\$ 155.51
TARGET SPECIALTY PRODUCTS Total				\$ 665.00
TEACHER SYNERGY LLC	7/17/2020	4003984	060	\$ 163.95
TEACHER SYNERGY LLC Total				\$ 163.95
TEAMSTERS LOCAL #150	7/30/2020	4004091	010	\$ 6,046.00
TEAMSTERS LOCAL #150 Total				\$ 6,046.00
TEAMSTERS MANAGED TRUST FUNDS	7/17/2020	4004001	670	\$ 224,076.00
TEAMSTERS MANAGED TRUST FUNDS Total				\$ 224,076.00
TELEAI, FAAFOU T	7/10/2020	4003944	010	\$ 401.78
TELEAI, FAAFOU T Total				\$ 401.78
TEXAS LIFE INSURANCE	7/6/2020	4003888	010	\$ 3,100.26
TEXAS LIFE INSURANCE Total				\$ 3,100.26
THE DISCOVERY SOURCE	7/24/2020	4004059	010	\$ 748.76
THE DISCOVERY SOURCE Total				\$ 748.76
THE GOODYEAR TIRE & RUBBER	7/17/2020	4003969	010	\$ 450.50
THE GOODYEAR TIRE & RUBBER Total				\$ 450.50
THE PROPHET CORPORATION	7/10/2020	4003927	060	\$ 21.66
THE PROPHET CORPORATION Total				\$ 21.66
THE TRUST FOR HIDDEN VILLA	7/31/2020	4004122	060	\$ 80.25
THE TRUST FOR HIDDEN VILLA Total				\$ 80.25
THINK TOGETHER	7/17/2020	4003987	120	\$ 331,062.34
THINK TOGETHER Total				\$ 331,062.34

AP Check Register - Pivot Table Summary by Vendor
July 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
TXL HOLDING CORPORATION	7/10/2020	4003901 010	\$	3,859.39
		4003928 010	\$	2,524.94
		4003931 060	\$	1,847.43
		4003950 010	\$	103.81
	7/17/2020	4003962 010	\$	3,859.39
		060	\$	1,793.13
		4003985 010	\$	103.81
	7/31/2020	4004123 010	\$	872.13
TXL HOLDING CORPORATION Total			\$	14,964.03
U.S. BANK	7/17/2020	4003994 010	\$	1,640.38
U.S. BANK Total			\$	1,640.38
UNITED PARCEL SERVICE	7/10/2020	4003952 010	\$	124.00
UNITED PARCEL SERVICE Total			\$	124.00
VISION SERVICE PLAN	7/24/2020	4004063 670	\$	12,389.60
VISION SERVICE PLAN Total			\$	12,389.60
WENDY CRUZ-ALCANTAR	7/30/2020	4004083 010	\$	79.86
WENDY CRUZ-ALCANTAR Total			\$	79.86
WENGER CORPORATION	7/10/2020	4003902 060	\$	2,076.82
WENGER CORPORATION Total			\$	2,076.82
WESTERN PSYCHOLOGICAL SERVICES	7/31/2020	4004119 080	\$	1,776.22
WESTERN PSYCHOLOGICAL SERVICES Total			\$	1,776.22
YMCA OF SILICON VALLEY	7/22/2020	4004023 060	\$	8,813.55
YMCA OF SILICON VALLEY Total			\$	8,813.55
Grand Total			\$	5,000,028.29

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

11-04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: July 31, 2020

Subject: Acceptance of Grants/Awards Notification

Staff Analysis: The District has received grants/awards as summarized on the attached sheet dated August 13, 2020.

Recommendation: Staff recommends acceptance of these grants/awards.

Submitted by: Kolvira Chheng



Title: Assistant Superintendent, Business Services

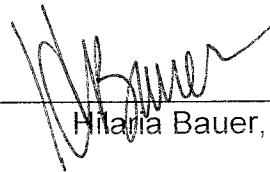
To the Board of Trustees:

Meeting: August 13, 2020
Regular Board Meeting

Recommend Approval

11-04

Agenda Placement



Hilana Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
August 13, 2020 Board Meeting

GRANTS/AWARDS NOTIFICATIONS

<u>PROJECT NAME</u>	<u>PROJECT AMOUNT</u>	<u>FUNDING AGENCY</u>	<u>COMMENTS</u>
COVID-19 Education Partnership Grant	\$ 25,995.00	Santa Clara County Office of Education and Silicon Valley Community Foundation	To provide response efforts for the District in addressing the extraordinary educational and well-being needs of students during the developing COVID-19 crisis, including, but not limited to Distance Learning and family engagement strategies; period from 5/1/20-9/30/20.
Math Shelf Startup	\$ 12,250.00	Math Shelf	To provide approximately 140 pre-kindergartners through 2 nd grade students early learning support to many low-income children the access to high quality math resources and early math learning opportunities; there will be 14 classes within the following elementary schools: Meyer, Chavez, Linda Vista, Russo, Lyndale, Hubbard, and Cassell; terms effective from 8/14/20-6/30/21.
COVID-19 Distance Learning	\$ 194,000.00	Santa Clara County	To provide response efforts to the District in addressing the digital access divide and further amplified as a result of distance learning implementation during COVID-19; donations for funding and/or devices is limited to providing access for students to participate in distance learning; period from 5/6/20 through 5/31/21.

**Santa Clara County Office of Education
Grant Agreement**

Grant Number: 124

Amount: \$25,995.00

Date: 7/28/20

Grantee Name: Alum Rock Union School District

Grantee Contact: Dr. Hilaria Bauer
Superintendent
2930 Gay Avenue
San Jose, CA 95127
Email: hilaria.bauer@arUSD.org

SCCOE Grant Staff: Allison Book-Arango
Director II, Grants and Partnerships
Santa Clara County Office of Education
1290 Ridder Park Dr.
San Jose, CA 95131
Email: Grants_Office@sccoe.org
Phone: (408) 453-6553

Grant Purpose: To provide response efforts for Alum Rock Union School District in addressing the extraordinary educational and well-being needs of students during the developing COVID-19 crisis, including, but not limited to the following activities: Distance Learning, family engagement strategies.

Grant Period: May 1, 2020 to September 30, 2020

Whereas the Alum Rock Union School District and Santa Clara County Office of Education (SCCOE) (each a "Party"; together the "Parties") wish to establish a funding relationship, the following terms are hereby adopted:

General Terms

This Agreement is made between Alum Rock Union School District (Grantee) and Santa Clara County Office of Education (SCCOE) regarding Grantee's eligibility to receive funding from SCCOE and Grantee's use of such funds, should they be provided at any date in the future. This Agreement is considered binding upon any affiliate of either Party. For purposes of this Agreement, "affiliate" means any entity or person that is directly or indirectly controlled by or under common control with either Party.

Use of Grant Funds

1. Generally: Any and all future grants approved by SCCOE for the benefit of Grantee shall be issued under the terms of this Agreement. For each particular grant issued under this Agreement, SCCOE may supplement or augment the terms stated herein by issuing an award

letter that may detail additional requirements for the receipt of the grant not otherwise stated herein.

2. **Restricted to Grant Purposes:** Funds provided through this grant shall be used to achieve the Grant Purpose as set forth above. You may use or apply the grant funds in your direct program services, or by granting all, or a portion of the grant funds, to one or more grantees (e.g., a nonprofit or other organization with programs) who shall use or apply such grant funds to achieve the Grant Purpose. In both cases, however, you shall remain subject to the Reporting Requirements as set forth below.
3. **Grant Allocation Amount:** If additional funds become available through the COVID-19 Education Partnership initiative, the SCCOE will contact the Grantee, executing an amendment to this Agreement to accept funds for additional activities aligned with the grant purpose.
4. **No Pledge:** This Agreement shall not be interpreted to create any pledge or any commitment by SVCF or SCCOE to make any other or further grants or contributions to Grantee or any other person or entity for this or any other project.
5. **Indirect Costs:** The Grantee may not collect any administrative fee or indirect costs for funds received from the SCCOE.
6. **Unused Funds:** At the conclusion of the grant period, Grantee agrees to return any unexpended or unaccounted for funds to SCCOE, or to submit a written request for an extension of the grant period. Grantee agrees to return all disbursed funds if (1) grant funds were not used for the purpose of this grant, or (2) were used inconsistent with the purpose of this grant, or (3) if the activities of the grant are materially incomplete at the conclusion of the grant period. These funds must be received by the SCCOE no later than October 30.

Special Conditions

1. **Target Population:** This grant is intended to serve high need, under-served populations as a first priority.
2. **Supplantation:** Grant funds are intended to provide supplemental support, not supplant federal, state, or private resources.

Reporting Requirements

Santa Clara County Office of Education requires progress reports at the specified dates on grant activities and expenditures. Please note that future funding requests of both the sub-grantor, SCCOE, and primary grantor, SVCF, will not be considered if a grantee has failed to submit a required report. Please submit the following reports using the forms enclosed:

- Interim report due: August 31, 2020
- Final report due: October 15, 2020

Record Maintenance and Inspection

Your school district must maintain records of receipts and expenditures consistent with generally accepted accounting practices and make your books and records available to the SCCOE for inspection at reasonable times. The SCCOE may monitor and conduct an evaluation of operations under this grant, which may include a visit by SCCOE personnel to observe your districts' program, discuss the program with personnel, and review financial and other records and materials connected with the activities financed by this grant. Grantee agrees to retain such records for at least five years after the conclusion of the grant period.

Separate Fund

All SVCF/ SCCOE grant funds received by your school districts must be maintained in a separate fund

dedicated to the charitable purposes described in this Agreement. Such a separate fund may be either (1) a separate bank account restricted to the described charitable purposes or (2) a separate bookkeeping account (limited to the described charitable purposes) maintained as part of your financial records.

Prohibited Activities

So that the community foundation may comply with the tax laws of the United States, it is understood that community foundation grant funds will not be used for any of the following purposes:

- A. To carry on propaganda, or otherwise attempt to influence any legislation (within the meaning of Section 4945(d)(1) of the United States Internal Revenue Code)
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the United States Internal Revenue Code);
- C. To make grants to individuals for travel, study or any other similar purposes (such as scholarships, fellowships or grants for research), unless such grants satisfy the requirements of Section 4945(g) of the United States Internal Revenue Code;
- D. To make any grant to any other organization (other than to public charities or exempt operating foundations) which does not comply with the requirements of Section 4945(d)(4) of the United States Internal Revenue Code; or
- E. To undertake any activity for any purpose other than for religious, charitable, scientific, literary or educational purposes.

If you have further questions regarding activities that are not permitted, please contact the SCCOE.

Hold Harmless

Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless SVCF and SCCOE, its officers, directors, trustees, employees, and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with the grant, the application of funds furnished pursuant to the grant, the program or project funded or financed by the grant or in any way relating to the subject of this Agreement. This paragraph shall survive the termination of this Agreement.

Acknowledgement of Grant Support

Grantee will notify SCCOE of any press releases, publications, or other materials resulting from the grant no later than five (5) days in advance of distribution or publication. Please acknowledge SVCF and SCCOE's support of your program in publications such as newsletters, program activity announcements, and in all media coverage. We suggest you use the following wording: "This project has been made possible in part by a grant from the COVID-19 Education Partnership Fund, a component fund of Silicon Valley Community Foundation, in partnership with the Santa Clara County Office of Education." Grantee agrees that the SCCOE may include information about the Grantee and its activities in its own reports and may distribute such information to third parties, such as the SVCF.

By signing below Alum Rock Union School District acknowledges that this grant Agreement is now the contract with Santa Clara County Office of Education detailing the purpose(s) of the grant, including what activities are supported by this grant and how to report on those activities. Please inform the SCCOE if there are changes in agency personnel who are important to the administration of the grant or if the grant funds cannot be expended for the purpose or in the time period described in the proposal.

Grantee may not use the funds in any way other than as described in the proposal unless the grantee receives written permission from the SCCOE. Grantee shall repay to Santa Clara County Office of Education any portion of the amount granted that is not used for the purpose of this grant. If funds remain at the end of the grant period, grantee must contact the SCCOE staff person noted above. The terms of this Agreement may be modified only by a writing signed by duly authorized representatives of both parties.

Authority: The person(s) signing this Agreement on behalf of Grantee represents and warrants to SCCOE that he or she has the requisite legal authority and power to execute this Agreement, and to bind Grantee to the obligations contained herein.

Please return the original of this letter to the SCCOE staff person noted above, keeping a copy for your records.

Alum Rock Union School District

_____ Signature	_____ Date
---------------------------	----------------------

Santa Clara County Office of Education

_____ Signature	_____ Date
---------------------------	----------------------

COVID-19 Education Partnership Grant Report

Thank you for taking the time to report on the grant expenses and impact of the COVID-19 Education Partnership Grant, a fund of the Silicon Valley Community Foundation in partnership with the Santa Clara County Office of Education. Responses can be edited by reviewing the email confirmation sent with your current response, and selecting the EDIT RESPONSE link.

* Required

1. Email address *

.....

2. Reporting Period *

Check all that apply.

- ☐ Interim Report
- ☐ Final Report

3. Grant Number *

.....

4. Primary Contact - Name *

.....

Impact to Students,
Families, and Staff

Describe the impact that this grant has on students, families, communities, and staff.

5. Write a short statement describing that the project purpose has been met, and whether the project has resulted in any additional impact. Please provide examples of the impact. *

6. How many unduplicated students were served by this grant? *

7. How many unduplicated families were served by this grant? *

8. How many unduplicated individuals (students, family members, staff) benefited from this grant? *

9. Share any anecdotal stories of a family or student that benefited from this grant, and how it made a difference in their lives.

Expenses

Please input the total amount expended for each category.

10. Social/Emotional Health/Wellness

11. Emergency Child Care Centers

12. Distance Learning

13. Nutrition Services

14. Family Engagement Strategies

15. Other strategies

Final Report:

Attachments

- Expense

Detail

Please attach financial statements detailing how all grant funds were expended. You may attach a financial activity report from your system of record; or download this template and fill in the information. Save the file using a naming convention of: Districtname_COVID19ExpReport. Template: <https://bit.ly/ExpReport1>

16. Attach detailed breakdown of expenses *

Files submitted:

This content is neither created nor endorsed by Google.

Google Forms

New Math Shelf Startup grant funding:

- Tablet computers (4 per classroom)
- Math Shelf license fees in year 1
- Professional development (in person & online)
- Free access from home
- Performance reports to demonstrate students' math mastery
- Available to schools serving 65% or more students eligible for free lunch

Grants are due **July 31, 2020**. Funding is limited.

Apply for a Grant

Startup grant purpose

Investing in early math learning has broad bipartisan support. Many low-income children, however, lack access to high-quality math resources and early math learning opportunities.

The goal of the Startup Grants is to demonstrate a cost effective, scalable, and easy to implement solution that will improve low-income preschoolers' and Kindergarteners' math achievement.

Sequenced, adaptive, engaging math practice that gives young children a leg up in school

Content

Math Shelf uses a Montessori approach to teach early numeracy, geometry, place value, arithmetic, fractions, money, measurement, and telling time.

Sequence

Placement tests determine where children start, then Math Shelf's adaptive learning provides sequenced instruction to meet each student's needs.

Practice

With over 1,000 games and activities, Math Shelf provides high interest practice that challenges and motivates children.

Common Core Aligned

94% of students master the Common Core standards by playing Math Shelf just 20 minutes per week.

Performance Reports

Weekly student performance and usage reports support data driven decision making.

Adding Students

Register up to 27 children whose data syncs across tablets to support class & home play.

Math Shelf teaches the following skills

Prerequisite Numeracy

- Names and matches primary and secondary colors.
- Matches items by size, shape, and orientation
- Sorts objects into 2, 3, and 4 categories
- Orders up to 5 items from smallest to largest
- Counts with 1-to-1 correspondence

Counting & Cardinality

- Counts to 100 by ones, fives, and tens
- Counts to answer "how many?" questions
- Understands that the last number name tells how many objects were counted
- Counts forward & backwards beginning from a given number to 100

Operations & Algebraic Thinking

- Decompose numbers less than or equal to 10 into pairs in more than one way
- Represent addition and subtraction with objects, fingers, mental images, and drawings up to 10
- Fluently add and subtract within 10

- Recognizes collections to 6 without counting
- Matches quantities to numbers
- Identifies numerals
- Knows the number names and sequence to 10
- Traces numerals
- Compares numbers between 1 and 10
- Counts to tell how many in a set up to 10
- Adds and subtracts within 6 using objects, fingers, mental images, and drawings
- Writes numbers from 0 to 1,000
- Identifies whether the number of objects in one group is greater than, less than, or equal to the number of objects in another group
- Compares numbers between 1 and 100 when presented as written numerals
- Reads and writes numerals, and represents a number of objects with a written numeral
- Solve addition and subtraction word problems within 20
- Add and subtract within 20 by using fluency facts for addition-subtraction within 10
- Understand the meaning of the equal sign, and determine if equations involving addition and subtraction are true or false
- Determine the unknown whole number in an addition or subtraction equation

Number & Operations in Base Ten

- Compose and decompose numbers from 11 to 19 into tens and ones
- Understand place value of a three-digit number and can identify hundreds, tens and ones place
- Compare two, two-digit numbers using symbols $>$, $=$, $<$
- Given a two-digit number, mentally find 10 more or 10 less than the number
- Add within 100 using concrete models that represent place value
- Subtract multiples of 10 in the range 10-90 using concrete models, drawings, and place value strategies

Measurement & Data

- Weight. Measure and record the weight of various objects, and add smaller objects to calculate the weight of larger objects
- Temperature. Measure and record the temperature, and associate thermometer readings with seasons and weather
- Time. Tell and write time in hours and half-hours using analog and digital clocks
- Money. Solve problems involving dollar bills, quarters, dimes, nickels, and pennies, using \$ and ¢ symbols appropriately
- Length. Order objects by length; compare the lengths, and express the length of an object as a whole number of units
- Data. Organize, represent, and interpret data with up to three categories; ask and answer questions about how many more or less are in one category than in another

Geometry

- Correctly name shapes regardless of their orientations or size
- Identify shapes as two-dimensional or three-dimensional
- Analyze and compare two- and three-dimensional shapes, in different sizes and orientations
- Identify and name shapes in one's environment
- Compose simple shapes to form larger shapes (2 triangles to form a rectangle, 3 triangles to form a trapezoid, 5 triangles to form a pentagon, etc.)
- Fractions. Partition circles and rectangles into two, three, four, five, and six equal shares. Describe shares using the words halves, thirds, fourths, etc.
- Count shape sides and angles and distinguish between different shape's defining attributes

Tablet Purchases (Math Shelf Grant)

The *Math Shelf Start Up Grant* allocates \$425 for tablet purchases per classroom. We recommend that organizations purchase 4 Amazon Fire 8 Tablets (7th Generation Model or above) with protective cases per class. **Tablet purchases must be completed and Math Shelf must be downloaded on devices before training.**

Amazon Fire 8 -- https://www.amazon.com/All-New-Fire-Tablet-Display-Black/dp/B0794RHPZD/ref=sr_1_1?keywords=amazon+fire+8&qid=1565643910&s=amazon-devices&sr=1-1

Protective Case -- <https://www.amazon.com/BMOUO-Case-All-New-Fire-2017/dp/B071WLBZJH>

NOTE. Schools can choose to use the \$425 per classroom device budget to supplement the current devices already in their classrooms. **Each classroom, however, must have at least 4 tablet devices.**

After the organization purchase devices, please email device receipts to John Schacter (schacter@teachingdoctors.com) who will mail a reimbursement check within 21 business days. Please specify the name of the organization to write the check, along with the department address to mail the reimbursement check.

Thank you for working with Math Shelf to eliminate the Kindergarten mathematics achievement gap.

Best Regards,

A handwritten signature in black ink, appearing to read "John Schacter", with a long horizontal flourish extending to the right.

John Schacter, Ph.D.
President – CEO, Math Shelf
www.mathshelf.com
Cell: (310)779-4165
Email – schacter@teachingdoctors.com

MEMORANDUM OF UNDERSTANDING

Math Shelf Startup Funding Program

This Memorandum of Understanding (MOU) is entered into by and between: Math Shelf and the Alum Rock Union Elementary School District on the date of August 14, 2020.

Your organization has been approved for Math Shelf Startup grant funding. The goal of Math Shelf's Startup program is to demonstrate a cost effective, scalable, and easy to implement solution that will improve low- income preschool, TK and Kindergarteners' mathematics achievement, and help to eliminate the Kindergarten achievement gap.

Grantee Expectations Organizations receiving Math Shelf Startup funds agree to the following:

- Participate in Training: Educators shall participate in face-to-face training or online training (face to face training is dependent on COVID19 restrictions).
- Implement Math Shelf with Fidelity. Participating classrooms will assign each child to play Math Shelf twice a week for 10 minutes each session and provide home access for distance learning.
- Analyze Data to Support Implementation: Organization leader(s) shall participate in 3 data meetings to review implementation data & support teachers in successfully implementing the program.
- Reimbursement. District shall submit receipts for tablet purchases and be reimbursed within 21 days. Districts will receive reimbursement of up to \$425 per classroom.
- Purchase: At the end of Year 1 (June 30, 2021), the organization may agree to purchase Math Shelf licenses for classrooms, and implement the program in Year 2. The cost of the program is \$450 per class. If the organization is not satisfied with Math Shelf, we ask that the organization return the tablets they purchased to Math Shelf.
- Data Privacy and Security: Data stored on Math Shelf servers complies with the Family Educational Rights and Privacy Act (FERPA), connections are encrypted, and servers are protected with SSL Certificates. Read Math Shelf's data privacy policy at www.mathshelf.com/privacy. Additionally, we comply with Amazon Web Services data security measures outlined here: https://d0.awsstatic.com/whitepapers/Security/AWS_Security_Whitepaper.pdf

Terms of Agreement

The terms of this MOU shall be from August 14, 2020 to June 30, 2021. This Memorandum of Understanding is complete and may be amended only by written agreement signed by each of the parties involved. The undersigned agree to the terms and conditions of this MOU.

Organization Name: Alum Rock Union Elementary School District Tel: 408-928-6800

Authorized Official Name (print): Dr. Hilaria Bauer Title: Superintendent

Authorized Official Signature: _____

School - Center Name	Grade Level	Teacher First Name	Teacher Last Name	Teacher Email
Meyer Elementary	K-2nd SDC	Karen	Greensides	karen.greensides@arUSD.org
Meyer Elementary	PreK SDC	Monica	Zamolo	monica.zamolo@arUSD.org
Cesar Chavez Elementary	PreK SDC	Maria	Lima	maria.lima@arUSD.org
Cesar Chavez Elementary	PreK SDC	Loren	Mata	loren.mata@arUSD.org
Linda Vista Elementary	PreK AUT	Angelina	Gonzales	angelina.gonzales@arUSD.org
Linda Vista Elementary	TK/K SDC	Roselle	Andaca	roselle.andaca@arUSD.org
Linda Vista Elementary	K-2nd SDC	Priscilla	Lowe	priscilla.lowe@arUSD.org
Russo McEntee Elementary	K-1st SDC	Lara	Shaffer	lara.shaffer@arUSD.org
Lyndale Elementary	Pre K AUT	Bea	Ramos	beaubea.ramos@arUSD.org
Lyndale Elementary	PreK AUT	Vivian	Ton	vivian.ton@arUSD.org
Lyndale Elementary	PreK AUT	Susan	Hamada	susan.hamada@arUSD.org
Lyndale Elementary	TK/K AUT	Maria	Suarez	maria.suarez@arUSD.org
Hubbard Elementary	Pre K SDC Inclusion	Maria	Paquiz	maria.paquiz@arUSD.org
Cassell Elementary	K- 2 SDC ID	Can	Shen	can.shen@arUSD.org

Principal/Coordinator Name	Principal/Coordinator Email	School Phone Number
TBD	TBD	(408) 928-8200
TBD	TBD	(408) 928-8200
Julio Villalobos	julio.villalobos@arUSD.org	408-928-7300
Julio Villalobos	julio.villalobos@arUSD.org	408-928-7300
Rigoberto Gomez	rigoberto.gomez@arUSD.org	408-928-7800
Rigoberto Gomez	rigoberto.gomez@arUSD.org	408-928-7800
Rigoberto Gomez	rigoberto.gomez@arUSD.org	408-928-7800
Tanu Kholi	rigoberto.gomez@arUSD.org	408-928-7800
Kasturi Basu	kasturi.basu@arUSD.org	(408) 928-7900
Kasturi Basu	kasturi.basu@arUSD.org	(408) 928-7900
Kasturi Basu	kasturi.basu@arUSD.org	(408) 928-7900
Kasturi Basu	kasturi.basu@arUSD.org	(408) 928-7900
Jonathan Natividad	jonathan.natividad@arUSD.org	408-928-7700
Sandra Sarmiento	sandra.sarmiento@arUSD.org	408-928-7200

**Santa Clara County Office of Education
Grant Agreement**

Grant Number: G19-20-103

Amount: \$194,000.00

Date: July 1, 2020

Grantee Name: Alum Rock Union School District (ARUSD)

Grantee Contact: Dr. Hilaria Bauer
Superintendent
2930 Gay Avenue
San Jose, CA 95127
Email: hilaria.bauer@arUSD.org

SCCOE Grant Staff: Abby Almerido
Academic Technology Specialist
Santa Clara County Office of Education
1290 Ridder Park Dr.
San Jose, CA 95131
Email: aalmerido@sccoe.org
Phone: (408) 453-6763

Grant Purpose: To provide response efforts for ARUSD in addressing the digital access divide experienced across the county and further amplified as a result of distance learning implementation during COVID-19. Donations for funding and/or devices is limited to providing access for students to participate in distance learning.

Grant Period: May 6, 2020 to May 31, 2021

Grant Eligibility: School districts are eligible based on high need for devices as well as student connectivity. In addition to demonstrating these needs, districts must also have a distance learning plan in place and have taken action to bridge the digital divide.

Whereas the ARUSD and Santa Clara County Office of Education (SCCOE) (each a "Party"; together the "Parties") wish to establish a funding relationship, the following terms are hereby adopted:

General Terms

This Agreement is made between ARUSD (Grantee) and Santa Clara County Office of Education (SCCOE) regarding Grantee's eligibility to receive funding from SCCOE and Grantee's use of such funds, should they be provided at any date in the future. This Agreement is considered binding upon any affiliate of either Party. For purposes of this Agreement, "affiliate" means any entity or person that is directly or indirectly controlled by or under common control with either Party.

Special Conditions

1. Target Population: Target Population: Districts must take the following conditions under consideration when prioritizing distribution of devices awarded through this grant:
 - a. students currently without devices
 - b. students experiencing socio-economic disadvantages
 - c. students with disabilities
 - d. students identified as EL
 - e. students experiencing homelessness
 - f. students who are in foster care
2. Purchasing Priorities: The SJ Digital Inclusion program aims to close the digital divide gaps experienced through insufficient access to computing devices and internet connectivity. Grantees, as such, must prioritize using donated funds to prioritize purchasing in the following order:
 - a. computing devices
 - b. hotspot devices
 - c. internet service connectivity fees
3. Supplantation: Grant funds are intended to provide supplemental support, not supplant federal, state, or private resources.

Use of Grant Funds

1. Generally: Any and all future grants approved by SCCOE for the benefit of Grantee shall be issued under the terms of this Agreement. For each particular grant issued under this Agreement, SCCOE may supplement or augment the terms stated herein by issuing an award letter that may detail additional requirements for the receipt of the grant not otherwise stated herein.
2. Restricted to Grant Purposes: Funds provided through this grant shall be used to achieve the Grant Purpose as set forth above. (1) You may purchase computing devices for the purpose of distance learning including iPads, tablets, Chromebooks, Windows laptops, and MacBook laptops. Grant money may also be used to purchase insurance and protective covering to support these devices. When purchasing Chromebooks, grant money may also be used for Google MDM software. (2) You may purchase hotspot devices for the purpose of distance learning. Grant money may also be used to support data plans and management software for hotspot devices. In both cases, you shall remain subject to the Reporting Requirements as set forth below.
3. Use of Equipment: Computing devices, hot spots, and auxiliary purchases, made for the use of those devices as listed above must go to students for the use of distance learning and may not be distributed to teachers, sold, or repurposed for other uses.
4. Grant Allocation Amount: If additional funds become available through the San Jose Digital Inclusion project, the SCCOE will contact the Grantee, executing an amendment to this Agreement to accept funds for additional activities aligned with the grant purpose.
5. No Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the City of San Jose or SCCOE to make any other or further grants, donations, or contributions to Grantee or any other person or entity for this or any other project.
6. Indirect Costs: The Grantee may not collect any administrative fee or indirect costs for funds received from the SCCOE.
7. Unused Funds: At the conclusion of the grant period, Grantee agrees to return any unexpended or unaccounted for funds to SCCOE, or to submit a written request for an extension of the grant period. Grantee agrees to return all disbursed funds if (1) grant funds were not used for the

purpose of this grant, or (2) were used inconsistent with the purpose of this grant, or (3) if the activities of the grant are materially incomplete at the conclusion of the grant period. These funds must be received by the SCCOE no later than October 30.

Reporting Requirements

Santa Clara County Office of Education requires progress reports at the specified dates on grant activities and expenditures. Please note that future funding requests of both the sub-grantor, SCCOE, and primary grantor, City of San Jose, will not be considered if a grantee has failed to submit a required report. Please refer to the following reporting timeline:

- Interim Programmatic/Financial Report due: October 1, 2020
- Final Programmatic/Financial Report due: May 15, 2021

As a partner of the City of San Jose, the California Emerging Technology Fund (CETF) requires grantees to assist in tracking information and providing feedback regarding impact from families receiving donations.

Districts also commit to disseminate a 1-year post survey to families receiving this device. Surveys to be distributed by May 15, 2021

Donors welcome photos of the distribution to the families in compliance with FERPA and other district guidelines pertaining to the use of photos of students to be submitted with your interim and final reports.

Record Maintenance and Inspection

Your school district must maintain records of receipts and expenditures consistent with generally accepted equipment donation practices and make your books and records available to the SCCOE for inspection at reasonable times. The SCCOE may monitor and conduct an evaluation of operations under this donation, which may include a visit by SCCOE personnel to observe your districts' program, discuss the program with personnel, and review records and materials connected with the activities supported by this donation. Grantee agrees to retain such records for at least five years after the conclusion of the grant period.

Prohibited Activities

So that the donors may comply with the tax laws of the United States, it is understood that donations will not be used for any of the following purposes:

- A. To carry on propaganda, or otherwise attempt to influence any legislation (within the meaning of Section 4945(d)(1) of the United States Internal Revenue Code)
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the United States Internal Revenue Code);
- C. To make grants to individuals for travel, study or any other similar purposes (such as scholarships, fellowships or grants for research), unless such grants satisfy the requirements of Section 4945(g) of the United States Internal Revenue Code;
- D. To make any grant to any other organization (other than to public charities or exempt operating foundations) which does not comply with the requirements of Section 4945(d)(4) of the United States Internal Revenue Code; or
- E. To undertake any activity for any purpose other than for religious, charitable, scientific, literary or educational purposes.

If you have further questions regarding activities that are not permitted, please contact the SCCOE.

Hold Harmless

Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of San Jose and SCCOE, its officers, directors, trustees, employees, and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with the grant, the application of funds furnished pursuant to the grant, the program or project funded or financed by the grant or in any way relating to the subject of this Agreement.

The Santa Clara County Office of Education (SCCOE) provides assistance to match donors of computers and related equipment with Santa Clara County school districts and families in need. The SCCOE does not assume ownership of the donation, but acts as an intermediary agency to aggregate, sanitize, prepare, and distribute donations. All donated computers and equipment become the property of the receiving school district or family upon receipt of equipment. The past two paragraphs shall survive the termination of this Agreement.

Acknowledgement of Equipment Donation

Grantee will notify SCCOE of any press releases, publications, or other materials resulting from the donations no later than five (5) days in advance of distribution or publication. Please acknowledge the City of San Jose and SCCOE's support of your program in publications such as newsletters, program activity announcements, and in all media coverage. We suggest you use the following wording: "This project has been made possible in part by a grant from the San Jose Digital Inclusion program, in partnership with the City of San Jose and Santa Clara County Office of Education." Grantee agrees that the SCCOE may include information about the Grantee and its activities in its own reports and may distribute such information to third parties.

By signing below the ARUSD acknowledges that this Equipment Donation Agreement is now the contract with Santa Clara County Office of Education detailing the purpose(s) of the grant, including what activities are supported by this grant and how to report on those activities. Please inform the SCCOE if there are changes in agency personnel who are important to the administration of the grant donations or if the donations cannot be distributed for the purpose or in the time period described in the proposal. Grantee may not use donations in any way other than as described in the proposal unless the grantee receives written permission from the SCCOE. If donations remain at the end of the grant period, grantee must contact the SCCOE staff person noted above. The terms of this Agreement may be modified only by writing signed by duly authorized representatives of both parties.

Authority: The person(s) signing this Agreement on behalf of Grantee represents and warrants to SCCOE that he or she has the requisite legal authority and power to execute this Agreement, and to bind Grantee to the obligations contained herein.

Please return the original of this letter to the SCCOE staff person noted above, keeping a copy for your records.

DocuSigned by:

Dr. Hilaria Bauer

Dr. Hilaria Bauer

7/6/2020

Date

Alum Rock Union SD Superintendent

DocuSigned by:

Mary Ann Dewan

82898CD17C7140E...
Mary Ann Dewan

Santa Clara County Superintendent of Schools

7/21/2020

Date

DocuSigned by:

Jill Bourne

82898CD17C7140E...
Jill Bourne

EOC Digital Inclusion Branch Director, City of San Jose

7/21/2020

Date

DocuSigned by:

Sunne McPeak

57FA081638D498...
Sunne McPeak

President and CEO, California Emerging Technology Fund

7/21/2020

Date

Risk Management

Reviewer: *K Eastman*

Rm# *20-21-0838*

7/21/20

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

11.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Date: July 24, 2020

Subject: **Adoption of Piggybackable Contracts for items such as Equipment, Materials, Supplies, and Services (non-construction services).**

Staff Analysis: California Public Contract Code (PCC) 20118 authorizes school districts to order against competitive bids prepared by other school districts (commonly referred to as “piggyback”) and public agencies, provided such authority is granted by the Board of Education and the originating agency at the time of the bid preparation and award of contract. Pursuant to the same code, these public agencies include any public corporation or agency, including any county, city, town or district.

District staff has determined that when appropriate, piggyback contracts will save administrative staff time and money, and these contracts often provide lower prices than we would be able to obtain as a single agency. It is recommended that the Governing Board approve the adoption of piggybackable contracts, which include but are not limited to:

- California Multiple Award Schedule (CMAS)
- National Association of State Procurement Officials (NASPO ValuePoint)
- Sourcewell (formerly NJPA)
- OMNIA (formerly National IPA and U.S. Communities)
- CalSAVE Purchasing Cooperative Contract

Recommendation: Staff recommends approving the use of piggybackable contracts and any applicable contract extension(s) for the purchase of equipment, materials, supplies, and services (non-construction services). Piggyback proposals are available in the Procurement Department for review.

Prepared by: Maria J. Martinez *m.m.* Title: Procurement Manager
Approved by: Kolvira Chheng *K* Title: Assistant Superintendent of Business Services

To the Board of Trustees: Meeting: August 13, 2020
Recommended Approval
11.05
Agenda Placement
H. Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____
Approved _____ Not Approved _____ Tabled _____

California Multiple Award Schedule (CMAS) Types of Contracts

CMAS contracts are used by public and private schools, colleges and universities, cities, counties, non-profits, and governmental entities. The State of California establishes multiple award agreements in accordance with Public Contract Code 10290 et seq. and 12101.5. A multiple award is an award to two or more contractors for the same products and/or services at the same or similar prices. All pricing, products and/or services offered must have been previously bid and awarded on a Federal GSA schedule. Based on the GSA schedule California establishes contracts for the same products and services at equal or lower prices. Some of the contracts offered through CMAS are:

- ☐ IT Solutions & Electronics (IT Management Corporation, MJP Computer's)
- ☐ Commercial Floor Coverings (Mohawk)
- ☐ Transportation & Work Vehicles
- ☐ Janitorial, Cleaning & Chemicals Supplies
- ☐ Playground Solutions & Supplies

National Association of State Procurement Officials (NASPO ValuePoint)

NASPO ValuePoint contracts are used by public and private schools, colleges and universities, cities, counties, non-profits, and governmental entities. NASPO is the nation's largest public cooperative contracting organization. NASPO bids are approved by the Department of General Services (DGS) for the state of California and consistently offer better contracts at lower costs. Contracts offered through the state of California are:

- ☐ IT Solutions & Electronics (Hewlett Packard, CISCO Systems, Dell Products)
- ☐ Classroom & Office Furniture/Supplies
- ☐ Vehicle & Vehicle Repair Solutions
- ☐ Maintenance & Janitorial Supplies
- ☐ Shipping & Packing

National Joint Powers Alliance (NJPA)

- ☐ Office Copiers & Equipment (Sharp Business Systems)
- ☐ Athletics & Playgrounds (Grainger)
- ☐ Furniture Solutions (KI, School Specialty)
- ☐ Mail & Shipping Solutions (Neopost)
- ☐ School & Office Supplies (Staples)
- ☐ Hardware, Software & Related Technology (CDWG)

OMNIA (formerly NATIONALIPA & U.S. Communites)

- ☐ School & Office Supplies (Office Depot, Virco, HON)
- ☐ Grounds Maintenance Equipment, Parts, Supplies (Toro, Caterpillar)
- ☐ P.E. Supplies, Equipment & Related Products (Gopher Sport, Playcraft Systems)
- ☐ Automotive Parts & Supplies (AutoZone)
- ☐ Data Communications & Security Products (Graybar)
- ☐ Maintenance, Repair, Operating Supplies (The Home Depot, HD Supply, Lowe's)
- ☐ Commercial Floor Coverings (Mohawk)
- ☐ Audio Visual Equipment & Accessories (B&H Foto & Electronics, Troxell)
- ☐ Electrical, Lighting, Data Communications & Security Products (Graybar)
- ☐ Educational School Supplies (Lakeshore)

CalSave Purchasing Cooperative Contract

- ☐ Software (Microsoft, Adobe)
- ☐ Instructional Materials (Blick Art Materials, BIO Corporation, Pitsco Education)

California Multiple Award Schedules (CMAS)

Overview of the CMAS Program

The Basis for CMAS Agreements

The State of California establishes multiple award agreements in accordance with Public Contract Code Sections 10290 et seq. and 12101.5 (effective January 1994). A multiple award is an award to two or more contractors for the same products and/or services at the same or similar prices. Multiple award does not pertain to the number of buyers who would be ordering from the agreement, but rather the number of contractors receiving an award from a common bid process.

CMAS agreements are not established through a competitive bid process conducted by the State of California. Because of this, all pricing, products and/or services offered must have been previously bid and awarded on a Federal GSA schedule.

The supplier completes a CMAS Application offering products and/or services at prices based on an existing Federal GSA multiple award schedule. This schedule is referred to as the "base" contract. Upon review and acceptance of the application, the CMAS Unit awards a CMAS agreement which includes the State of California contract terms and conditions, procurement codes, policies, and guidelines.

For clarity, the CMAS Program does not "use" the GSA Authorized Federal Supply Service Schedule. Instead, we establish a totally independent California agreement for the **same** products and services at equal or lower prices.

Once a CMAS is awarded, the Contractor markets and distributes the CMAS, and provides the CMAS Unit with quarterly reports of CMAS sales transactions.

CMAS Offer

Suppliers can offer products, services, and prices from their own Federal GSA schedule. They can also offer products, services, and prices from a Federal GSA schedule held by another company. In this case, the supplier must provide written substantiation that they are qualified to provide the consulting or personal services offered by including supporting customer references.

CMAS Term Dates

The term of a CMAS agreement begins upon award by the CMAS Unit and expires on the same date as the referenced Federal GSA schedule.

CMAS renewals/extensions do not occur automatically when the term of the base GSA schedule is renewed or extended. It is the responsibility of the CMAS contractor to request the renewal or extension at the time the base GSA schedule is renewed or extended. (Refer to the CMAS Management & Information Guide for renewal/ extension information.)

Continued on next page

California Multiple Award Schedules (CMAS)

Overview of the CMAS Program, Continued

Who Can Use CMAS Agreements?	State and local government agencies may use CMAS unless the CMAS contractor explicitly stipulates in their CMAS that it is not available to local governments. A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.
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CMAS Program Fees	<p>There is no fee to apply for a CMAS.</p> <p>For CMAS sales to State agencies, the State agency pays DGS an administrative fee. CMAS contractors do not pay fees for sales to State agencies.</p> <p>For CMAS sales to local government agencies, the CMAS contractor pays DGS-CMAS a 1% incentive fee based on the total value of all local government orders each quarter.</p> <p>If the CMAS contractor is a California certified small business, both the administrative and incentive fees are waived.</p>
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What is Available?	CMAS agreements are established for both information technology and non-information technology products and services.
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What is Excluded?	<p>The following products and services are not available through the CMAS program:</p> <p>Facility Planning, Medical Services, Registered Nursing, Human Resources and Security Guard Services</p> <p>By CMAS policy, the services noted cannot be procured via a CMAS agreement.</p> <p>Architectural, Construction, Engineering, and Environmental Services</p> <p>Services are not allowed on CMAS that are required by law to be performed by a licensed architect, licensed registered engineer, licensed landscape architect, construction project manager, licensed land surveyor, or environmental services as defined in Government Code 4525. One exception is that third party verification services of greenhouse gas emission reports for existing facilities and operations are available on the CMAS Program.</p> <p>See the State Contracting Manual, Volume I, Chapter 11 for information on Architectural and Engineering contracts.</p> <p>If you have questions about Architectural, Construction, Engineering, and Environmental Services, the Department of General Services (DGS), Real Estate Services Division (RESA) can be contacted at (916) 375-4700.</p>
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Continued on next page

California Multiple Award Schedules (CMAS)

Overview of the CMAS Program, Continued

What is Excluded? (continued)

Financial Audits

Government Code 8546.4(e) requires prior written approval from the State Controller and the Director of Finance for state agencies entering into contracts for financial auditing services. The approval shall state the reason for the contract and shall be filed with the State Auditor at least 30 days prior to the award of the contract.

Legal Services

Contracting for legal services by state agencies is controlled by statute (GC 11040) and requires Attorney General approval prior to entering into contracts with outside counsel. Additionally, Article VII of the California Constitution requires that state legal work be performed by state employees, absent limited exceptions (Government Code 19130). There are also policy-based approval requirements for all Executive Branch agencies that control the use of private counsel.

Public Works

Public works projects involve erection, construction, alteration, repair or improvement of a public structure as defined in Public Contract Code 1101. See the State Contracting Manual, Volume I, Chapter 10 and the "CMAS Management & Information Guide" for information on Public Works projects.

If you have questions about Public Works projects, the DGS Real Estate Services Division (RESO) can be contacted at (916) 375-4700.

Contractors Acting as Fiscal Agents are Prohibited

When a subcontractor ultimately performs all of the services that a prime contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

Protests

California code does not provide for formal protest of CMAS transactions. The individual ordering agency handles informal complaints. If necessary, customers may contact the CMAS Unit for assistance.

Contact Us

If you have questions, contact us at:

Department of General Services Procurement Division – CMAS Unit 707 Third Street,
2nd Floor, MS #2-202 West Sacramento, CA 95605-2811

Phone: (916) 375-4363

E-mail: cmas@dgs.ca.gov

Website: www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx



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- Recreation & Apparel
- Services
- Travel & Transportation Solutions
- Wildland Fire & Equipment

- Disaster Relief
- Hospitality, Cleaning, & Chemicals
- Laboratory, Scientific, & Medical
- Office Solutions
- Security Solutions
- Tools, Hardware, & Machinery
- Vehicles & Watercraft



GSA is taking several measures to enhance safety and health in Federally occupied spaces in response to COVID-19 (Coronavirus). [View information on GSA's response and COVID-19 FAQ's.](#)



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Contractors

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Schedule Contracts

GSA schedule contracts offer direct delivery of millions of state-of-the-art, high-quality commercial supplies and services at volume discount pricing!

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- GSA schedules info
- VA schedules info
- MAS Available Offerings Crosswalk
- MAS Clause Applicability Matrix

Technology Contracts

GSA technology contracts cover the whole spectrum of IT solutions, from network services and information assurance to telecommunications and purchase of hardware and software.

- View technology contracts
- GSA technology contracts info

State and Local Governments

Cooperative Purchasing

Purchase IT products, services, and support equipment from Federal Supply Schedules.

- View participating vendors
- Cooperative Purchase FAQ

Disaster Purchasing

Purchase products and services to facilitate recovery from a major disaster.

- View participating vendors
- Disaster Purchasing FAQ

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C

ontractor List

BROWSE >>

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

'FORE' SUPPLY CO.	AEROBODIES FITNESS COMPANY, INC. (DBA: AFC MANAGEMENT SERVICES)	ANDERSON ENGINEERING & DESIGN, LLC
'JM' TEMPORARY SERVICES & AFFILIATES, INC.	AEROCLAVE, LLC	ANDERSON ENGINEERING OF MINNESOTA, LLC
1 SOURCE CONSULTING, INC.	AEROHEAD GROUP, INC.	ANDERTON GROUP INC.
1 SOURCE SOLUTIONS CO, LLC	AEROS AERONAUTICAL SYSTEMS CORP.	ANDES VENTURES LLC
1 STOP ELECTRONICS CENTER, INC.	AEROSOL MONITORING & ANALYSIS	ANDOVER HEALTHCARE, INC.
1 SYNC TECHNOLOGIES, LLC	AEROSPACE BUSINESS DEVELOPMENT ASSOCIATES, INC.	ANDREU WORLD CHICAGO, INC.
1-800-GOT-JUNK? COMMERCIAL SERVICES (USA), LLC	AEROSTAR INTERNATIONAL, INC.	ANDREWS OFFICE SUPPLIES INC.
101 MOBILITY, LLC	AEROTEL USA INC.	ANDROMEDA SYSTEMS INCORPORATED
1082875 ONTARIO INC (DBA: C-INTECH)	AERSALE, INC.	ANDWYRDE LLC
10NOVATE, INC.	AES CORPORATION	ANEESH TECHNOLOGIES, INC.
10PEARLS FEDERAL LLC	AES GROUP INC	ANESTHESIA SOLUTIONS, LLC
1102 CO.	AES SYSTEMS, INC.	ANEUKOR LLC
11TH HOUR SEARCH LLC	AESA CONSULTING LLC	ANGARAI INTERNATIONAL, INC.
1422791 ONTARIO LTD. (DBA: DYNAMIC HEALTH CARE SOLUTIONS)	AESYNT INCORPORATED	ANGEL FLIGHT MARKETING SERVICES, INC.
17TH ST. PHOTO SUPPLY, INC.	AET SYSTEM INC.	ANGELINI PHARMA INC.
1800ADMIN, LLC	AETHERQUEST SOLUTIONS, INC.	ANGELO GROUP, INC., THE
1901 GROUP, LLC	AETHON, INC.	ANGIE BREWER & ASSOCIATES, L.C.
1PROSPECT TECHNOLOGIES, LLC	AETOS SYSTEMS, INC.	ANIKA SYSTEMS INCORPORATED
1SOURCE INTERNATIONAL, LLC	AETREX WORLDWIDE, INC. (DBA: AETREX)	ANIP ACQUISITION COMPANY, D/B/A
1SPATIAL INC.	AEW ENGINEERING INC	ANIXTER INC.
1ST ALL FILE RECOVERY USA	AF&S PRODUCTS & SERVICES, INC.	ANLAR INCORPORATED
1ST AMERICAN SYSTEMS AND SERVICES LLC	AFA PROTECTIVE SYSTEMS, INC.	ANN MARIE MARVIN LLC
1ST CHOICE, LLC	AFAF TRANSLATIONS, LLC	ANNAMS SYSTEMS CORPORATION (DBA: SUNFLOWER SYSTEMS)
1ST CLASS SECURITY, INC.	AFAXYS, INC.	ANODYNE MEDICAL SERVICES CORPORA
1ST SENIOR CARE L.L.C. (DBA: 1ST SENIORCARE.COM)	AFCO LLC	ANOVA FURNISHINGS, INC.
2 TWELVE SOLUTIONS LLC	AFFIGENT, LLC	ANRAY INT'L CORPORATION
2020 COMPANY, LLC	AFFILIATED ENGINEERS METRO DC, INC.	ANRE TECHNOLOGIES INC.
21 COMPUTECH, INC.	AFFINITECH, INC.	ANRITSU COMPANY
212/HARAKAWA INC.	AFFINITY CONSULTANTS INC	ANSELL SANDEL MEDICAL SOLUTIONS
21ST CENTURY SCIENTIFIC, INC.	AFFINITY ESOLUTIONS INC.	ANSYS, INC.
21ST CENTURY SOLUTIONS LLC	AFFINITY NETWORKS, INC.	ANTARES GROUP INCORPORATED
21ST CENTURY TECHNOLOGIES INC.	AFFIRMA CONSULTING, LLC	ANTARES PHARMA, INC.
22ND CENTURY TECHNOLOGIES INC.	AFFIRMA SOLUTIONS INC	ANTENNA PRODUCTS CORPORATION
24X7SYSTEMS, INC.	AFFIRMATIVE SOLUTIONS, LLC	ANTHRO INTERNATIONAL, INCORPORATED
259 HOLDINGS, LTD., LLC (DBA: MICROSCOPE WORLD)	AFFLINK, LLC	ANTKOWIAK DESIGN GROUP, INC.
270NET TECHNOLOGIES, INC. (DBA: 270NET TECHNOLOGIES)	AFFORDABLE CUSTODIAL SUPPLIES INC	ANVAYA SOLUTIONS, INC.
2B ACCESSIBILITY LLC	AFFORDABLE INTERIOR SYSTEMS, INC.	ANVIL CASES, INC.
2C4 TECHNOLOGIES INC.	AFFORDABLE PHARMACEUTICALS, LLC	ANVS, INC.

2M RESEARCH SERVICES LLC	AFG GROUP INC.	ANYLOGIC NORTH AMERICA LIMITED LIABILITY COMPANY
2M SOLUTIONS, INC.	AFGHANISTAN HOLDING GROUP	ANYTHINGIT LLC
2NDWAVE LLC	AFRICA AUTOMOTIVE DISTRIBUTION SERVICES LTD	AOC CONNECT LLC
2V SYSTEMS INTEGRATORS, LLC	AFTER ACTION MEDICAL & DENTAL SU	AOC SOLUTIONS INC
2XL CORPORATION	AFYA, INC.	AON CONSULTING, INC.
3 FUERZAS TECHNOLOGY SOLUTIONS, LLC	AGATE SOFTWARE INC	AOPD, INC.
3 R RESOURCES, INC.	AGATE STEEL, INC.	AOTI, INC
3 STAR PAPERS LIMITED	AGATI, INC.	APC EQUIPMENT & MANUFACTURING, INC.
3-VETS, INC.	AGB INVESTIGATIVE SERVICES, INCORPORATED	APCO GRAPHICS, INC.
308 SYSTEMS INC	AGEISS INC.	APELON, INC.
347 GROUP, INC.	AGELIX CONSULTING LLC	APERTURE FILMS, LTD.
360 PATRIOT ENTERPRISES	AGENCYQ, INC.	APEX FOOT HEALTH INDUSTRIES, LLC
3D ENGINEERING SOLUTIONS, LLC	AGENDA, LLC	APEX IT SERVICES LLC
3D ENVIROLOGICS LLC	AGGERWHIL, SERYKAH	APEX LOGIC, INC
3D FITNESS, INC.	AGI CONSULTING, L.L.C.	APEX TOOL GROUP, LLC
3DI, INC.	AGI MISSION SUPPORT SERVICES, INC.	APEXTECH LLC
3E TECHNOLOGIES INTERNATIONAL, INC.	AGIL3 TECHNOLOGY SOLUTIONS, LLC	APEXX SALES, INC.
3FORM, LLC	AGILE BROKER, INC.	API NATIONAL SERVICE GROUP, INC.
3LINKS TECHNOLOGIES, INC	AGILE BUSINESS CONCEPTS LLC	APIARY MEDICAL, INC
3M COMPANY	AGILE DEFENSE, INC.	APISOURCE, INC.
3M COMPANY, 3M MEDICAL DIVISION	AGILE GOVERNMENT SERVICES, INC.	APL ACCESS & SECURITY, INC.
3M UNITEK CORPORATION	AGILE SIX APPLICATIONS, INC.	APLUS TECHNOLOGIES, INC.
3PLAY MEDIA, INC.	AGILE-BOT LLC	APMI GROUP, INC.
3QC, INC.	AGILE1TECH CORPORATION	APN HEALTHCARE, INC.
3T FEDERAL SOLUTIONS LLC	AGILE5 TECHNOLOGIES, INC.	APOGEE ENGINEERING, LLC
3T FEDERAL SOLUTIONS, LLC.	AGILEANA L.C.	APOGEE GROUP, LLC
3T FEDERAL-SITS JV LIMITED LIABILITY COMPANY	AGILEASSETS INC.	APOGEE SOLUTIONS, INC.
3T INTERNATIONAL INC	AGILENT TECHNOLOGIES, INC.	APOLLO CORPORATION
3T LIGHTING, INC.	AGILERANK LLC	APOLLO SUNGUARD SYSTEMS, INC.
3T-INNOVATIONS, LLC	AGILETRAILBLAZERS, LLC	APOLLO VIDEO TECHNOLOGY, LLC
3U TECHNOLOGIES, LLC	AGILIKO, LLC	APOPHARMA USA, INC.
3VESTA, LLC	AGILITI HEALTH, INC.	APOPKA BEAUTY & BARBER SUPPLY, INC.
420 GROUP, LLC THE	AGILOFT, INC.	APOTEX CORPORATION
45PRESS, INC	AGILQUEST CORPORATION	APOTHECARY PRODUCTS, LLC
4CLICKS-SOLUTIONS, LLC	AGIO, LLC	APP-TECHS CORPORATION
4IMPRINT, INC.	AGIOS PHARMACEUTICALS, INC.	APPAREO SYSTEMS, LLC
4LIBERTY INC.	AGISOL LLC	APPATEK INDUSTRIES INC.
4M RESEARCH, INC.	AGJ SYSTEMS & NETWORKS, INC.	APPDDICTION STUDIO LLC
4MD MEDICAL SOLUTIONS LLC	AGNOVI CORPORATION	APPENX, INC.
4N2N SOLUTIONS, LLC	AGOVX LLC	APPEREON BUSINESS SOLUTIONS INC.
4TELL SOLUTIONS LLC	AGRALYTICA	APPIAN CORPORATION
5 SEASONS MECHANICAL LLC	AGRILOGIC CONSULTING, LLC	APPIAN LOGIC LLC
5 STAR OFFICE FURNITURE, INC.	AGROLAND EQUIPMENT & SUPPLIES LLC	APPLE TRANSFER INC
5-D SYSTEMS, INC.	AGSI, LLC	APPLICA SOLUTIONS INC
522 PRODUCTIONS, LLC	AH ENVIRONMENTAL CONSULTANTS, INC.	APPLICATION ARCHITECTS, LLC
540.CO LLC	AHB TOOLING & MACHINERY, INC.	APPLICATION DATA SYSTEMS, INC.
6K SYSTEMS, INC.	AHMAD ASSOCIATES, LIMITED, A PROFESSIONAL CORPORATION	APPLICATIONS SOFTWARE TECHNOLOGY LLC
720 STRATEGIES, LLC	AHS PHARMSTAT	APPLIED BEAMS LLC
8 CONSULTING LLC	AI SIGNAL RESEARCH, INC.	APPLIED BIOLOGICS, LLC
84 LUMBER COMPANY	AI SOLUTIONS, INC.	APPLIED COHERENT TECH CORP INC
911 SAFETY EQUIPMENT LLC	AIKYA INC.	APPLIED COMPUTER SYSTEMS INC
9330-6553 QUEBEC INC	AIM USA, LLC	APPLIED COMPUTER TRAINING & TECHNOLOGY, INC

9LINE, LLC	AIMSTAR INFORMATION SOLUTIONS, INC.	APPLIED COMPUTING TECHNOLOGIES, INC.
9TH WAY SOLUTIONS, LLC	AINET CORPORATION	APPLIED CURIOSITY RESEARCH, LLC
@ XI COMPUTER CORPORATION	AINS, INC.	APPLIED DECISION TECHNOLOGIES INCORPORATED
A & A FIRE AND SAFETY COMPANY, LLC	AIPHONE CORPORATION	APPLIED DEFENSE SOLUTIONS, INC.
A & A GLOVE AND SAFETY CO	AIR ACADEMY ASSOCIATES, LLC	APPLIED DEVELOPMENT, LLC
A & A LABS, LLC	AIR CARE WIZARD INC	APPLIED EARTHWORKS INC
A & A SHEET METAL PRODUCTS INC	AIR CHARTER SERVICE INC.	APPLIED ENGINEERING MANAGEMENT CORPORATION
A & A TRANSFER, INC.	AIR CONDITIONING TRAINING SPECIALISTS, INC	APPLIED ENVIRONMENTAL, INC.
A & D ENGINEERING, INC.	AIR CONTROL TECHNOLOGIES INC	APPLIED ENVIROSOLUTIONS INC
A & I SOLUTIONS, INC.	AIR CRUISERS COMPANY, LLC	APPLIED GEOGRAPHICS, INC
A & T MARKETING INC.	AIR FORCE ONE, INC.	APPLIED GLOBAL TECHNOLOGIES, INC.
A & T SYSTEMS, INC.	AIR LOGISTICS AND ENGINEERING CONSULTANTS, LLC	APPLIED INDUSTRIAL TECHNOLOGIES, INC.
A AMERICAN HIGH TECH TRANSCRIPTION AND REPORTING INC	AIR PARTNER, INC.	APPLIED INFORMATION SCIENCES, INC.
A B C CONCRETE MFG. CO., INC.	AIR PLANNING, LLC	APPLIED INSIGHT, LLC
A BEE C SERVICE, INC.	AIR POWER, INC.	APPLIED INTELLECT
A C P TECHNOLOGIES	AIR QUALITY INNOVATIVE SOLUTIONS, LLC	APPLIED MAGNETICS LABORATORY
A E H S INCORPORATED	AIR RESOURCE SPECIALISTS, INC.	APPLIED MAINTENANCE SUPPLIES & SOLUTIONS, LLC
A LA CARTE LIMOUSINE INC.	AIR ROVER COMPANY	APPLIED MANAGEMENT ENGINEERING INC
A M S GLOBAL, INC	AIR SCIENCE USA, LLC	APPLIED MARINE SCIENCES, INC
A P VENTURES, LLC	AIR VACUUM CORPORATION	APPLIED MATHS, INC.
A PARTNERSHIP, INC.	AIR802	APPLIED MEDICAL TECHNOLOGIES, INC. (DBA: AIRCLEAN SYSTEMS)
A PRENTICE RAY AND ASSOCIATES LLC	AIRBUS DS GEO INC.	APPLIED MEDICAL TECHNOLOGY, INC. (DBA: AMT)
A PRIORI ANALYTICS GROUP LLC	AIRCRAFT TRANSPORT SERVICES, INC.	APPLIED MEMETICS, LLC
A R GROUP, LLP, THE	AIRMARK CORPORATION	APPLIED REAL ESTATE ANALYSIS, INC
A SOUND STRATEGY, INC.	AIROSMITH, INC.	APPLIED RESEARCH ASSOCIATES, INC.
A SQUARE GROUP LLC	AIRSUPPLY TOOLS INC.	APPLIED RESEARCH SOLUTIONS, INC
A W X CO	AIRTEC, INC.	APPLIED SATELLITE TECHNOLOGY SYSTEMS US, LLC
A&A HARRIS ENTERPRISES	AIS ENGINEERING, INC.	APPLIED SCIENCES GROUP, INC.
A&E OFFICE AND INDUSTRIAL SUPPLY	AITHERAS, LLC	APPLIED SYSTEMS & TECHNOLOGY TRANSFER LLC
A&J MOBILITY INC (DBA: MOBILITY EXPRESS)	AK PRODUCTIONS, LLC	APPLIED SYSTEMS DEVELOPMENT CORPORATION
A&M LABS, INC. (DBA: MILE HIGH ORTHODICS LAB)	AKA ENTERPRISE SOLUTIONS, INC.	APPLIED TECHNICAL SYSTEMS, INC.
A+ GOVERNMENT SOLUTIONS, LLC	AKA SPORT INC.	APPLIED TECHNOLOGIES GROUP, INC.
A-1 FREEMAN RELOCATION SERVICES, INC.	AKAMAI TECHNOLOGIES, INC.	APPLIED TRAINING SOLUTIONS, LLC
A-AZTEC RENTS & SELLS, INC.	AKARX, INC.	APPLIEDINFO PARTNERS INC
A-B COMPUTER SOLUTIONS, INC.	AKER INTERNATIONAL, INC.	APPRIO, INC
A-DEC, INC.	AKERVALL TECHNOLOGIES, INC.	APPSENTIAL, LLC
A-FRAME SOLUTIONS LLC	AKIMA LOGISTICS SERVICES LLC	APPTTEON, INC.
A-G ASSOCIATES, INC.	AKIMEKA, LLC	APPTRICITY CORPORATION
A-L SUPPLY, LLC	AKIRA TECHNOLOGIES, INC	APRECIA PHARMACEUTICALS COMPANY
A-LINE ACCESSORIES INC.	AKORN, INC.	APSI CONSTRUCTION MANAGEMENT
A-LINE STAFFING SOLUTIONS, LLC	AKRF, INC.	APTEC, LLC
A-M SYSTEMS, LLC	AKRIMAX PHARMACEUTICAL, LLC	APTERYX, INC.
A-P-T RESEARCH, INC.	AKYTECH CONSULTING LLC	APTEVO BIOTHERAPEUTICS LLC
A-SA-MA-DI (SMART) BUSINESS SOLUTIONS LLC	ALABAMA A&M UNIVERSITY RESEARCH, INNOVATION, SCIENCE AND ENGINEERING FOUNDATION, INC., THE	APTIM FEDERAL SERVICES, LLC
A-T SOLUTIONS, INC.	ALABAMA CANINE LAW ENFORCEMENT OFFICERS TRAINING CENTER, INC.	APTIVE RESOURCES LLC
A-TEAM SOLUTIONS LLC	ALADDIN TEMP-RITE LLC	AQIWO - MST JV, LLC

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A-TEAM SOLUTIONS, LLC	ALAMO CITY ENGINEERING SERVICES, INC.	AQIWO, INC.
A-TECH CORPORATION	ALAMO ENVIRONMENTAL, INC.	AQL TECHNOLOGIES, INC.
A-TECH SYSTEMS, INC.	ALAMO INTEGRATED SYSTEMS, INC.	AQSACOM INCORPORATED
A-TEK INC	ALAMO MUSIC CENTER INC	AQUA SOLUTIONS, INC
A-TEK, INC.	ALAMO TRAVEL GROUP LP, THE	AQUA TREAT CHEMICALS INC
A-Z SOLUTIONS INC	ALAN L FREED ASSOCIATES INC	AQUAETER, INC.
A. B. FIRE EQUIPMENT, INC.	ALARES CONSTRUCTION INC.	AQUALAGOON, INC.
A. BRIGHT IDEA, LLC	ALARES LLC	AQUARIAN SYSTEMS INC
A. E. & J. LIGHTING, LLC	ALASKA BIOMAP, INC.	AQUARIUS DESIGNS INC.
A. HAROLD AND ASSOCIATES LLC	ALASKA INDUSTRIAL HARDWARE, INC.	AQUAS, INCORPORATED
A. REDDIX & ASSOCIATES INC.	ALASKA NORTHERN LIGHTS, INC.	AQUATOMIC PRODUCTS CO., INC.
A. T. KEARNEY, INC.	ALBACORE GROUP LLC	AQUENT LLC
A.D. MARBLE & CO., INC.	ALBION ENVIRONMENTAL INC	AQUILA CORPORATION
A.D.A. SUPPLIES & LEASING SERVICES, INC.	ALCANTARA, JASMINE	AQUILA FITNESS CONSULTING SYSTEMS, LTD.
A.F.C. INDUSTRIES INC.	ALCAZAR TRADES, INC.	AQUILA TECHNOLOGY CORP
A.I.S., INC.	ALCOHOL MONITORING SYSTEMS, INC.	AQUILA, INC.
A.M. COMMUNICATIONS SOLUTIONS, INC.	ALCON LABORATORIES, INC.	AQUILENT, INC
A.S.K. ASSOCIATES, INC.	ALCOPRO INC	AQUITAS SOLUTIONS, INC.
A.T. KEARNEY PUBLIC SECTOR AND DEFENSE SERVICES, LLC	ALCOR TECHNICAL SOLUTIONS, LLC	AR KALMUS CORP.
A/C SUPPLY COMPANY	ALDEN EQUIPMENT, INC.	ARACENT HEALTHCARE
A2 SYSTEMS ENGINEERING, INC.	ALDEVRA LLC	ARACHNIGRIP LLC
A2A INTEGRATED LOGISTICS, INC.	ALDEVRA, LLC	ARALEZ PHARMACEUTICALS
A2B TRACKING SOLUTIONS, INC.	ALESIG CONSULTING LLC	ARBEE ASSOCIATES
A2Z SUPPLY CORP	ALETHIX, LLC	ARBEIT GROUP INC
A3 CONSULTING LLC	ALEX - ALTERNATIVE EXPERTS, LLC	ARBILL INDUSTRIES, INC.
A3 SYSTEMS CORPORATION	ALEX-AMERICAN SYSTEMS JV	ARBINGER COMPANY, THE
A3 TECHNOLOGY INC.	ALEXANDER & TOM, INC	ARBOR PHARMACEUTICALS, INC.
A3GEO, INC.	ALEXANDRIA INSIGHTS, INC	ARC ASPICIO LLC
A3L FEDERAL WORKS, LLC	ALEXANDRIA PEST SERVICES, INC	ARC DOCUMENT SOLUTIONS, LLC
A4SAFE, INC.	ALEXION PHARMACEUTICALS INC.	ARC ENVIRONMENTAL, INC.
AA ACCENTS LTD	ALEXIS FIRE EQUIPMENT CO.	ARC MEDICAL INC.
AA AMERICAN MOVING AND STORAGE, L.L.C.	ALEXIUS INTERNATIONAL LLC	ARC PRODUCTS LLC
AA CONSULTING	ALEXTON INCORPORATED	ARCADE TRAVEL, INC
AA K BUSINESS ENVIRONMENTS INCORPORATED	ALFENET CONSULTING, INC.	ARCADIA CHAIR COMPANY
AAA BUSINESS SOLUTIONS, LLC	ALFONSO & ASSOCIATES CONSULTING, INC	ARCADIS CE, INC.
AAA BUSINESS SUPPLIES LIMITED PARTNERSHIP	ALFRED BENESCH & COMPANY	ARCADIS U.S., INC.
AAA COMPLETE BUILDING SERVICES, INC.	ALGA7SOLUTIONS.COM LIMITED LIABILITY COMPANY	ARCANUM GROUP, INC., THE
AAA LASER SERVICE & SUPPLIES, INC.	ALGAE LAB SYSTEMS LLC	ARCANUM SOLUTIONS, LLC
AAA RENT A VAN, INC.	ALIGNED DEVELOPMENT STRATEGIES, INCORPORATED	ARCBRIDGE CONSULTING & TRAINING, INC
AAA WHOLESALE COMPANY, INC	ALIGNMENT SIMPLE SOLUTIONS LLC	ARCCO COMPANY SERVICES INCORPORATED
AAC INC.	ALIMED, INC.	ARCH STREET COMMUNICATIONS, INC.
AADCO MEDICAL, INC.	ALIMERA SCIENCES, INC.	ARCH SYSTEMS, LLC
AAMCOM LLC	ALION SCIENCE AND TECHNOLOGY CORPORATION	ARCHAEOLOGICAL CONSULTING SERVICES, LTD.
AAR MANUFACTURING, INC.	ALISTO ENGINEERING GROUP, INC.	ARCHARITHMS, INC.
AAR SUPPLY CHAIN, INC.	ALITECH CONSULTING, LP	ARCHIMEDES GLOBAL, INC.
AARCHER INC	ALIVEPROMO, INC.	ARCHITECH SOLUTIONS, LLC
AARDVARK	ALK-ABELLO, INC.	ARCHIVE DATA SOLUTIONS, LLC
AARON'S SUPPLY, INC.	ALKERMES, INC	ARCHSCAN LLC
AASA INC	ALKOTA CLEANING SYSTEMS, INC.	ARCONAS CORPORATION
AASKI TECHNOLOGY INC	ALL ABOUT STAFFING INC.	ARCSOURCE GROUP, INC
AATD LLC	ALL ABOUT TOWN, INC.	ARCSTAR TECHNOLOGIES, LLC
AB & LAW INCORPORATED	ALL ABOUT TRAINING INC	ARCTIC INFORMATION TECHNOLOGY, INC

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AB CONSULTANTS, INC	ALL AMERICAN EMBROIDERY INC.	ARCTIC OFFICE MACHINE, INC.
AB SCIEX LLC	ALL AMERICAN ENVIRONMENTAL SERVICES, INC.	ARCTIC SLOPE MISSION SERVICES, LLC
AB STAFFING SOLUTIONS, LLC	ALL AMERICAN TRAILER CONNECTION, INC.	ARCTIC SLOPE TECHNICAL SERVICES, INC.
ABACO STRATEGY, LLC	ALL CAR LEASING, INC.	ARDELLE ASSOCIATES, INC.
ABACUS SERVICE CORPORATION	ALL FOAM PRODUCTS, CO.	ARDEM INCORPORATED
ABACUS SOLUTIONS GROUP, LLC	ALL GREEN ELECTRONICS RECYCLING, LLC	ARDENT MANAGEMENT CONSULTING, INC.
ABACUS SPORTS INSTALLATIONS, LTD.	ALL METAL M.S.	ARDENT TECHNOLOGIES INC.
ABACUS TECHNOLOGY CORPORATION	ALL POINTS LOGISTICS, LLC	ARDMORE CONSULTING GROUP, INC.
ABACUS-N-BYTES, INC.	ALL SAFE INDUSTRIES, INC.	ARES CORPORATION
ABATEMENT TECHNOLOGIES, INC.	ALL SEASONS UNIFORMS INC	ARETE TECHNOLOGY SOLUTIONS INC
ABBA TECHNOLOGIES, INC.	ALL SOURCE RECRUITING GROUP, INC (DBA: ARDOR HEALTH SOLUTIONS)	ARETEC, INC.
ABBOTT INFORMATICS CORPORATION	ALL STAR LIFTS INC.	ARETUS INC
ABBOTT LABORATORIES	ALL STAR LIFTS, INC	ARGENT TECHNOLOGIES, LLC
ABBOTT LABORATORIES INC	ALL STAR RECRUITING LOCUMS, LLC	ARGENTINE PRODUCTIONS INC
ABBOTT LABORATORIES INC., ABBOTT	ALL U NEED TEMPORARY SERVICES	ARGENTUM MEDICAL, LLC
ABBOTT LABORATORIES, INC POINT O	ALL WEATHER CONTRACTORS, INC.	ARGO INC
ABBOTT LABORATORIES, INC.	ALL WEATHER SAFETY WHISTLE COMPANY	ARGO MEDICAL, INC.
ABBOTT LABORATORIES, INC./ABBOTT	ALL WEATHER, INC.	ARGO SYSTEMS, LLC
ABBTECH PROFESSIONAL RESOURCES, INC	ALL-CITI TONER INC.	ARGON OFFICE SUPPLIES
ABBVIE US LLC	ALL-PRO MEDICAL SUPPLY, INC.	ARGOTRAK, INC.
ABC FIRE EQUIPMENT GOV SALES	ALL-PRO PLACEMENT SERVICE, INC.	ARGUS SECURE TECHNOLOGY LLC
ABC SECURITY SERVICE, INC.	ALLANA BUICK & BERS, INC.	ARHELP, INC.
ABECO CONTRACTING, INCORPORATED	ALLCLEAR ID, INC.	ARI PHOENIX, INC.
ABELL ELEVATOR INTERNATIONAL, INC.	ALLCOM GLOBAL SERVICES, INC.	ARIAD PHARMACEUTICALS, INC.
ABERDEEN LLC	ALLCOMM WIRELESS, INC.	ARIADNE GENOMICS, INC.
ABI OFFICE FURNITURE, INC	ALLE DESIGNS	ARIENS COMPANY
ABILITY RECOVERY SERVICES, LLC	ALLEGHENY SCIENCE & TECHNOLOGY CORPORATION	ARIES INFORMATION TECHNOLOGY SERVICES, LLC
ABIOMED, INC.	ALLEGIANCE CONSULTING, INC	ARIES SECURITY, LLC
ABLEVETS LLC	ALLEGiant FACILITY SERVICES JOINT VENTURE LLC	ARIS CHEMICAL & SUPPLY CO
ABLOY SECURITY INC	ALLEGIS HOLDINGS, LLC	ARISAM INC.
ABM FACILITY SUPPORT SERVICES, LLC	ALLEN CORPORATION OF AMERICA, INC.	ARISANT, LLC
ABM FEDERAL SALES, INC.	ALLEN INTERACTIONS INC.	ARIZONA TRAILER SPECIALISTS, INC
ABM INDUSTRIES INCORPORATED	ALLEN WAYNE LIMITED	ARJO, INC.
ABN TECHNOLOGIES LLC	ALLENTOWN INC	ARK TEMPORARY STAFFING LLC
ABOUT WEB, LLC	ALLERGAN USA, INC	ARKANSAS LAMP MANUFACTURING COMPANY
ABR INC	ALLERMATRIX, INC	ARKHAM TECHNOLOGY LIMITED
ABRAHAM WEITZBERG	ALLIANCE COATINGS INC	ARKIVAL TECHNOLOGY CORPORATION
ABRAMS LEARNING AND INFORMATION SYSTEMS INC	ALLIANCE CONSULTING CORP.	ARKRAY USA, INC.
ABRAXAS ENERGY CONSULTING LLC	ALLIANCE DETECTIVE & SECURITY SERVICE, INC.	ARLINGTON CONSULTANTS GROUP LLC
ABS ALPHA GROUP GMBH	ALLIANCE LABS, LLC	ARLLUK TECHNOLOGY SOLUTIONS, LLC
ABS AUTOMATION INC.	ALLIANCE LAUNDRY SYSTEMS LLC	ARM CONSULTING LLC
ABSG CONSULTING INC.	ALLIANCE MANUFACTURING GROUP, LL (DBA: E-BED SYSTEM)	ARM ENVIRONMENTAL SERVICES INC
ABSOLUTE MEDICAL, INC.	ALLIANCE MICRO, INC.	ARMADA, LTD
ABSOLUTE STAFFERS, LLC	ALLIANCE POINTE, LLC	ARMAG CORPORATION
ABSOLUTE STORAGE, LLC	ALLIANCE SOLUTIONS GROUP, INC.	ARMAND CORPORATION
ABSOLUTE TECHNOLOGY LAW GROUP, LLC	ALLIANCE TECH MEDICAL, INC.	ARMBRUSTER ENTERPRISES, INC. (DBA: SOUND PILLOW)
ABT ASSOCIATES INC.	ALLIANCE TECHNICAL SERVICES, INC.	ARMBRUSTER MANUFACTURING CO.
AC & R SUPPLY CO INC	ALLIANCE TECHNOLOGY GROUP, LLC	ARMED FORCES SERVICES CORPORATION
AC CONSTRUCTION AND RACING LLC	ALLIANCE TRAINING AND CONSULTING	ARMEDIA LLC
ACADEMI TRAINING CENTER, INC.	ALLIANCEONE RECEIVABLES MANAGEMENT, INC.	ARMORED GROUP LLC, THE
ACADEMIA MANAGEMENT CORPORATION	ALLIANT CORPORATION	ARMSTRONG DISPLAY CONCEPTS INC

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ACADEMY MEDICAL, LLC	ALLIANT ENTERPRISES, LLC (DBA: ALLIANT HEALTHCARE PRODUCTS)	ARMSTRONG GROUP LLC, THE
ACADEMY OF COMPUTER EDUCATION	ALLIANT SB CTA, LLC	ARMSTRONG MEDICAL SUPPLY, LLC
ACADEMY SOLUTIONS GROUP, LLC	ALLIED 100, LLC	ARMSTRONG SERVICE INC
ACADEMYHEALTH	ALLIED ASSOCIATES COMMERCIAL FLOORS, INC	ARMSTRONG TRANSFER AND STORAGE CO., INC./ARMSTRONG RELOCATION COMPANY, MEMPHIS
ACADIA PHARMACEUTICALS	ALLIED ASSOCIATES INTERNATIONAL, INC.	ARNOLD`S WELDING SERVICE, INC.
ACADIAN CONSULTING GROUP	ALLIED ELECTRONICS, INC.	AROCEP IMAGING PRODUCTS, LLC
ACCEL BI CORPORATION (DBA: ACCEL BI)	ALLIED FIRE PROTECTION-SA LP	ARON SECURITY, INC.
ACCEL CORPORATION	ALLIED GIS INC	ARORA ENGINEERS, INC.
ACCELERA SOLUTIONS, INC.	ALLIED HEALTHCARE PRODUCTS, INC.	ARORA SYSTEMS GROUP, LLC
ACCELERANT STUDIOS, LLC	ALLIED INK CORPORATION	ARRAY BIOPHARMA INC.
ACCELERATE DIAGNOSTICS, INC.	ALLIED INTERSTATE, LLC	ARRAY INFORMATION TECHNOLOGY, INC.
ACCELERATED SOLUTIONS INC	ALLIED MATERIALS AND EQUIPMENT COMPANY, INC.	ARROW MICRO CORP.
ACCELERATED TECHNOLOGY LABORATORIES, INC.	ALLIED MED, INC.	ARROW MOVING & STORAGE OF COLORADO INC
ACCELIAN, LLC	ALLIED MEDICAL SUPPLY, INC.	ARROW SAFETY DEVICE CO.
ACCENT APPAREL COMPANY INC	ALLIED MISSION GROUP LLC	ARROW TEK, INC.
ACCENT ART & FRAME INC	ALLIED MODULAR BUILDING SYSTEMS, INC.	ARROW-MAGNOLIA INTERNATIONAL, INC.
ACCENT CONTROLS, INC.	ALLIED PHOTOCOPY INC	ARROWHEAD REALTY CORP
ACCENT DESIGNS LLC (DBA: AMERICAN BLIND & SHADE)	ALLIED RELIABILITY, INC.	ARROWPOINT CORPORATION
ACCENT DRAPERY CO INC	ALLIED SUPPLY COMPANY, INC.	ARS ALEUT REMEDIATION LLC
ACCENT DRAPERY COMPANY, A DIVISION OF RICHERT INC	ALLIED TECHNOLOGIES & CONSULTING, LLC	AR SERVICES, LIMITED
ACCENT ON LANGUAGES, INC.	ALLIED TUBE & CONDUIT CORPORATION	ART ANDERSON ASSOCIATES, INC.
ACCENTURE FEDERAL SERVICES LLC	ALLIED WINDOW, INC	ART COLLECTOR, THE
ACCESS HARDWARE SUPPLY, INC.	ALLMOND & COMPANY, LLC	ART CRYSTAL II ENTERPRISES, INC.
ACCESS INNOVATIONS, INC.	ALLOLINK MEDICAL, LLC	ART LINE WHOLESALERS, INC.
ACCESS INTERPRETING INC.	ALLPRO STAFFNET LIMITED-LIABILITY COMPANY	ART OF RESOLUTION, LLC
ACCESS PRODUCTS, INC (DBA: IMAGING SYSTEMS)	ALLSEATING CORPORATION	ART SOURCE INC
ACCESS SCIENCES CORPORATION	ALLSOURCE ANALYSIS, INC.	ARTCOM ASSOCIATES, INC.
ACCESS SUPPLY LLC	ALLSOURCE GLOBAL MANAGEMENT, LLC	ARTEL VIDEO SYSTEMS CORPORATION
ACCESS THERAPIES INC.	ALLSTAR HEATING & AIR, LLC	ARTEL, LLC
ACCESS4U INC.	ALLSTATE MEDICAL	ARTEMAX, INC.
ACCESSAGILITY LLC	ALLSTATE MEDICAL SUPPLIES	ARTEMIS CONSULTING, INC
ACCESSFLOORSYSTEMS.COM, INC.	ALLSTATE SIGN & PLAQUE CORP	ARTHUR GORDON ASSOCIATES, INC.
ACCESSIBILITY PARTNERS, L.L.C.	ALLSTEEL INC.	ARTISAN MEDICAL
ACCESSIBLE SYSTEMS, INC.	ALLTECH CONSULTING INC.	ARTISAN NETWORKING INC
ACCESSORY FULFILLMENT CENTER, LLC	ALLTEK SERVICES, INC.	ARTISAN SOFTWARE CONSULTING LLC
ACCLAIM SYSTEMS, INC.	ALLTRAN EDUCATION, INC.	ARTISTRY LLC
ACCLAIM TECHNICAL SERVICES, INC.	ALLTRANSPACK, INC.	ARTLIN CONSULTING, LLC
ACCLARO RESEARCH SOLUTIONS, INC.	ALLUVIAM LLC	ARTOPEX INC
ACCO ENGINEERED SYSTEMS, INC.	ALLWAYS SHRED, INC. (DBA: PROSHRED SECURITY)	ARTTRA INC.
ACCORD FEDERAL SERVICES, LLC	ALLWORLD LANGUAGE CONSULTANTS INC.	ARUP LABORATORIES (LARGE)
ACCORD HEALTHCARE INC.	ALLWYN CORPORATION	ARVCO CONTAINER CORPORATION
ACCOUNT CONTROL TECHNOLOGY INC.	ALMARTHA IT CONSULTING, INC.	ARXIUM INC.
ACCOUNTS RECEIVABLE MANAGEMENT, INC.	ALMATICA INC.	ARYA CORPORATION
ACCPs LLC	ALMOST HOME, LLC	ASA ENVIRONMENTAL PRODUCTS, INC.
ACCREDITED LOCK & DOOR HARDWARE CO INC (DBA: ACCREDITED LOCK SUPPLY CO)	ALNYLAM PHARMACEUTICALS, INC.	ASAP SCREEN PRINTING INC
ACCU-TECH CORPORATION	ALPHA BETA TECHNOLOGIES, INC.	ASAP, LLC
ACCUAIR, INC.	ALPHA CONSTRUCTION AND ENGINEERING CORPORATION	ASC GP, INC.

ACCURA ENGINEERING AND CONSULTING SERVICES, INC.	ALPHA INDUSTRIES INC.	ASCA, INC.
ACCURATE CONCEPTIONS, L.L.C.	ALPHA OMEGA INTEGRATION LLC	ASCELLA TECHNOLOGIES, INC.
ACCUSPEC PACKAGING CORPORATION	ALPHA OMEGA TECHNOLOGIES, INC.	ASCELLON CORPORATION
ACCUTECH SECURITY, LLC	ALPHA SAFE & VAULT INC	ASCEND INTEGRATED TECHNOLOGY SOLUTIONS, INC
ACCUTOME, INC.	ALPHA SOURCE INC.	ASCEND LABORATORIES, LLC
ACCUTRAK CONSULTING AND ACCOUNTING SERVICES PLLC	ALPHA STAR CONSULTING GROUP LLC	ASCENDANT PROGRAM SERVICES, LLC
ACCUVEIN INC.	ALPHA TECHNOLOGIES INC.	ASCENDANT STRATEGY MANAGEMENT GROUP, LLC
ACDI/VOCA	ALPHA-AMERICAN PROGRAMMABLE SIGNS, INC.	ASCENDIENT HEALTHCARE ADVISORS, INC.
ACE INFO SOLUTIONS, INC.	ALPHA-OMEGA CHANGE ENGINEERING, INC.	ASCENT CONSULTING COMPANY
ACE MART RESTAURANT SUPPLY COMPANY	ALPHA-OMEGA TRAINING AND COMPLIANCE INC	ASCENT INNOVATIONS LLC
ACE ROOF COATINGS, INC.	ALPHA4 SOLUTIONS, LLC (DBA: ALPHA TRANSCRIPTION)	ASCENTTRA LLC
ACE SIGNS OF ARKANSAS L.L.C.	ALPHAB2B LLC	ASCLEPIUS SOLUTIONS INC.
ACE TECHNOLOGY PARTNERS LLC	ALPHAPOINTE	ASCOM (US) INC.
ACE TOOL REPAIR, INC.	ALPHASIX CORPORATION	ASCT SERVICES, INC.
ACE-FEDERAL REPORTERS, INC.	ALPHEUS TECHNOLOGIES, INC.	ASE DIRECT, INC.
ACE-SYDAN, LLC	ALPIN SURGICAL SPECIALITIES, INC	ASEKO, INC.
ACELL	ALPINE ARCHAEOLOGICAL CONSULTANTS, INC.	ASEPTICO, INC
ACELO SOLUTIONS, INC	ALPINE ARMORING INC.	ASERO WORLDWIDE INC.
ACENDRE, INC.	ALPINE COMPANIES, INC.	ASET PARTNERS CORP.
ACEPEX MANAGEMENT CORPORATION	ALPINE CONSULTING PARTNERS, LLC	ASG FEDERAL, LLC
ACERA SURGICAL, INC	ALPINE POWER SYSTEMS, INC. (DBA: ALPINE BATTERY COMPANY)	ASH, CORY
ACES GROUP, LLC	ALPINE TECHNICAL SERVICES, LLC	ASHBURN CONSULTING
ACF TECHNOLOGIES, INC.	ALPINE TECHNOLOGY GROUP	ASHLAND INDUSTRIAL SERVICES, LLC
ACG SYSTEMS, INC.	ALPS SOUTH, LLC	ASHLIN MANAGEMENT GROUP, INC.
ACHAOGEN, INC.	ALQIMI NATIONAL SECURITY, INC	ASI DOORS, INC.
ACHIEVA PARTNERS, INC.	ALQIMI TECHNOLOGY SOLUTIONS, INC.	ASI GOVERNMENT, LLC
ACI FEDERAL INC.	ALQUEST TECHNOLOGIES, INC.	ASI MEDICAL, INC.
ACI MEDICAL, LLC	ALS GROUP USA, CORP.	ASI SIGN SYSTEMS, INC.
ACI PARTNERS LLC	ALS INTERNATIONAL INC	ASIA SOURCES INC (DBA: GLOBAL DISPLAY SOLUTIONS)
ACI-LUBESCO	ALSEA GEOSPATIAL, INC.	ASIAN TECHNOLOGY INFORMATION PROGRAM
ACISS SYSTEMS, INC.	ALT SERVICES INC	ASIR, LLC
ACISTEK CORPORATION	ALTA ARCHAEOLOGICAL CONSULTING LLC	ASK INTERNATIONAL, INC.
ACKCO, INC.	ALTA LANGUAGE SERVICES, INC	ASL INTERPRETER REFERRAL SERVICE, INC.
ACLR, LLC	ALTA VIA CONSULTING LLC	ASM AFFILIATES INC
ACMA COMPUTERS, INC.	ALTAMIRA LTD.	ASM EDUCATIONAL CENTER, INC.
ACME AUTO LEASING LLC	ALTAMIRA TECHNOLOGIES CORPORATION	ASM RESEARCH LLC
ACME PEST CONTROL CO., INC.	ALTAMIRA, LTD.	ASPEN COMMUNICATIONS, LLC
ACME PROCESS GROUP, LLC	ALTARUM INSTITUTE	ASPEN CULTURAL RESOURCE MANAGEMENT SOLUTIONS
ACME SUPPLY CO., LTD	ALTATHERA PHARMACEUTICALS	ASPEN ENVIRONMENTAL GROUP
ACORDA THERAPEUTICS	ALTAVIAN INC.	ASPEN OF D.C., INC.
ACORN OFFICE PRODUCTS, LLC	ALTEC INDUSTRIES, INC.	ASPEN PUBLISHING COMPANY INC
ACORN RECORDING SOLUTIONS INC.	ALTER MODUS INTERNATIONAL CORPORATION	ASPEN SEATING, LLC
ACORN SIGN GRAPHICS, INC.	ALTERG, INC.	ASPEN SYSTEMS, INC.
ACOT ASSOCIATES GROUP, LLC	ALTERNATIVE SUPPORT APPARATUS, LLC	ASPEN WATER, INC.
ACOUSTIC TECHNOLOGY, INC.	ALTERNATIVES 2D/3D INC	ASPETTO, INC
ACQ SIS INC	ALTHOUSE & MEADE INC	ASPEX, INC.
ACQUIRED DATA SOLUTIONS, INC.	ALTITUDE TECHNOLOGIES INC. (DBA: CHINOOK MEDICAL GEAR)	ASPHALT SYSTEMS OHIO, INC.
ACQUISITION LIFE CYCLE MANAGEMENT, LLC	ALTOMECH ENDOSCOPY INC.	ASPIRATION SOFTWARE LLC

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ACQUISITION LOGISTICS SUPPORT GROUP	ALTOS FEDERAL GROUP, INC.	ASR ANALYTICS, LLC
ACQUISITION PROFESSIONALS LLC	ALTRONIX CORP.	ASR INTERNATIONAL CORP.
ACQUISITION SYSTEMS ASSOCIATES, INC.	ALTUM, INCORPORATED	ASRC AEROSPACE CORP
ACQUISITION WORKFORCE, INC.	ALTURA COMMUNICATION SOLUTIONS, LLC	ASRC FEDERAL DATA SOLUTIONS, LLC
ACQUISITION, RESEARCH AND LOGISTICS INC	ALTUS INDUSTRIES, INC.	ASSA GROUP, INC.
ACS ELECTRICAL SERVICE, INC.	ALTUS TECHNICAL SOLUTIONS, LLC	ASSERTIO THERAPEUTICS, INC.
ACS INTERNET, LLC	ALTUS, LLC	ASSETWORKS LLC
ACTAVIS INC.	ALUMIRAMP, INC.	ASSETWORKS USA, INC.
ACTELION PHARMACEUTICALS, U.S. I	ALUTEL CORP	ASSIGNED COUNSEL INCORPORATED
ACTION CHEMICAL, INC.	ALUTIIQ COMMERCIAL ENTERPRISES LLC	ASSIGNMENT AMERICA, LLC (DBA: MEDICAL STAFFING NETWORK)
ACTION COMPACTION EQUIPMENT LLC	ALUTIIQ DIVERSIFIED SERVICES, LLC	ASSISTED MANAGEMENT SOLUTIONS, INC.
ACTION FACILITIES MANAGEMENT, INC.	ALUTIIQ GLOBAL SOLUTIONS LLC	ASSOCIATE RESOURCE MANAGEMENT, INC
ACTION STAFFING OF GEORGIA, INC.	ALUTIIQ LOGISTICS & MAINTENANCE SERVICES, LLC	ASSOCIATED FUEL SYSTEMS, INC.
ACTION STAFFING SOLUTIONS	ALUTIIQ PACIFIC, LLC,	ASSOCIATED HEALTH PROFESSIONALS,
ACTION TARGET INC.	ALVAREZ & MARSAL PUBLIC SECTOR SERVICES, LLC	ASSOCIATED INDUSTRIES FOR THE BLIND
ACTION TERMITE & PEST CONTROL	ALVOGEN, INC.	ASSOCIATED PARTNERSHIPS LTD. (DBA: ASSOCIATED ROLLX VANS)
ACTIONABLE INTELLIGENCE TECHNOLOGIES, INC.	ALW SOURCING, LLC	ASSOCIATED SUPPLY COMPANY, INC.
ACTIONET, INC.	ALZATEX INC	ASSOCIATED VETERANS LLC - QUALITY SOLUTIONS.
ACTIVATE RESEARCH INC.	AM AGENCY LLC., THE	ASSOCIATION OF ENERGY ENGINEERS, INC., THE
ACTIVE DEPLOYMENT SYSTEMS, INC.	AM EXCLUSIVE BUSINESS MACHINES, INC.	ASSOCIATION OF STATE WETLAND MANAGERS INC, THE
ACTIVE LYNX MEDICAL SUPPLY	AM MEDICAL, LLC	ASSURA, INC.
ACTIVE NAVIGATION, INC.	AM2 SOLUTIONS LLC	ASSURANCE TECHNOLOGY CORPORATION
ACTIVE NETWORK, LLC	AMA CONSULTING LLC	ASSURED CONSULTING SOLUTIONS LLC
ACTIVE-ICE, INC.	AMAG PHARMACEUTICALS, INC.	ASSURED FIRE SAFETY, LLC
ACTIVELOGIX LLC	AMALGA SYSTEMS INC	ASSURED INFORMATION SECURITY, INC.
ACTIVESTATE SOFTWARE INC	AMALGAMATED SERVICES, INC.	ASSUREX HEALTH, INC.
ACTIVU CORPORATION (DBA: ACTIVU)	AMANANET INC	ASSURIT CONSULTING GROUP, LLC
ACTRON SECURITY ALARM SYSTEMS INC	AMARA ENTERPRISE, LLC	ASTA GROUP, LLC, THE
ACTUARIAL RESEARCH CORPORATION	AMARAM TECHNOLOGY CORP	ASTEGIC INC.
ACUITY CONSULTING, INC.	AMARIN PHARMA, INC.	ASTELLAS PHARMA US, INC
ACUITY CONTRACTING GROUP, LLC	AMATEA, LLC	ASTI TRANSPORTATION SYSTEMS, INC.
ACUITY PACKAGING AND LOGISTICS SOLUTIONS, LLC	AMAZING GRACE ENTERPRISES	ASTOR & SANDERS CORPORATION
ACUITY SEARCH SOLUTIONS, INC.	AMAZON WEB SERVICES, INC.	ASTRAZENECA
ACUITY SPECIALTY PRODUCTS, INC	AMBIENT LIGHT, LLC	ASTRIX SOFTWARE TECHNOLOGY, INC
ACUITY SYSTEMS LLC	AMBIT GROUP LLC	ASTRIX SOFTWARE TECHNOLOGY, INC. (DBA: ASTRIX TECHNOLOGY GROUP)
ACUITY, INC.	AMBLER SURGICAL CORPORATION	ASTRO TOOL CORP.
ACUMEN BUILDING ENTERPRISE INC	AMBU INC.	ASTRONOVA, INC.
ACUMEN ENTERPRISES INC	AMBULATORY MONITORING INC.	ASTROPHYSICS INC.
ACUMEN SOLUTIONS, INC.	AMC CAPITAL CONSTRUCTORS, INC.	ASTUTE BUSINESS SOLUTIONS
ACUMEN, LLC	AMCASE, INC.	ASU RESEARCH ENTERPRISE
ACUSTAF DEVELOPMENT CORP	AMDEx CORPORATION	ASync-NU MICROSYSTEMS, INC.
ACUSYS, INC	AMEC PROGRAMS, INC.	ASyncROB CORPORATION
ACUTEDGE INC	AMEDISTAF LLC (DBA: THE RIGHT SOLUTIONS)	ASYSco, INC.
ACXIOM LLC	AMEE BAY, LLC	AT COMM CORPORATION
AD ASTRA INC.	AMEEX TECHNOLOGIES CORPORATION	AT&T CORP.
AD HOC LLC	AMENGLISH.COM	AT&T GOVERNMENT SOLUTIONS, INC.
AD RESOURCES LLC (DBA: STRATEGIC RESULTS)	AMERESCO FEDERAL SOLUTIONS, INC.	AT&T MOBILITY LLC
ADACEL SYSTEMS INC	AMERGREEN, INC.	AT&T TECHNICAL SERVICES COMPANY, INC

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ADAMAS PHARMACEUTICALS	AMERICA ON TOP CORP	ATA DEFENSE INDUSTRIES, LLC
ADAMS COMMUNICATION & ENGINEERING TECHNOLOGY, INC.	AMERICA TRANSPORTATION	ATA LLC
ADAMS EVIDENCE GRADE TECHNOLOGY, INC.	AMERICA'S PRIDE: SUPPORTING SERVICE-CONNECTED DISABLED VETERANS, INC.	ATA SERVICES INC
ADAMSON INDUSTRIES, CORP.	AMERICA'S STAFFING PARTNER, INC.	ATACOM, INC.
ADANTA, INC.	AMERICAN 3B SCIENTIFIC L.P.	ATC GROUP SERVICES LLC
ADAPT LASER SYSTEMS LLC	AMERICAN 3B SCIENTIFIC, L.P.	ATC HEALTHCARE SERVICES, INC
ADAPT PHARMA INC.	AMERICAN ACADEMY OF FAMILY PHYSICIANS	ATCS, P.L.C.
ADAPTIVE DRIVING ALLIANCE LLC	AMERICAN ACCESS, INC.	ATD CAPITOL, LLC
ADAPTIVESTACK TECHNOLOGIES, INC	AMERICAN AMPLIFIER & TELEVISION INC	ATD-AMERICAN CO.
ADAPTTOSOLVE, INC.	AMERICAN APPRAISERS CORP.	ATDI GOVERNMENT SERVICES, LLC
ADARGA SYSTEMS, LLC	AMERICAN AUTO PARTS MARINE & MACHINE, INC.	ATDI, INC.
ADAS, LLC	AMERICAN BADGE INC.	ATH POWER CONSULTING CORP
ADAZON INC	AMERICAN BEDDING MFG., INC.	ATH SOLUTIONS, INC.
ADC LTD NM	AMERICAN BIO MEDICA CORPORATION	ATHANA INTERNATIONAL, INC.
ADCO MEDICAL SUPPLIERS, LLC	AMERICAN BUSINESS SOLUTIONS, INC.	ATHENA CONSTRUCTION GROUP, INC.
ADDAERO MANUFACTURING LLC	AMERICAN CABLING COMPANY	ATHENA TECHNOLOGIES LLC
ADDASTAFF CONSULTING INCORPORATED	AMERICAN CHILLER SERVICE, INC.	ATHENA TECHNOLOGY GROUP, INC.
ADDX CORPORATION	AMERICAN CLASSIC CONSTRUCTION INC.	ATHENS TECHNICAL SPECIALISTS, INC
ADELINE SERVICES, INC.	AMERICAN CLINICAL EMPLOYMENT STA	ATI, INC.
ADELIS, NANCY (DBA: ADELIS DEVELOPMENT SYSTEMS)	AMERICAN COMMUNICATIONS SOLUTIONS, LLC	ATKINS NORTH AMERICA, INC.
ADEPT SERVICES	AMERICAN COMPACTOR INC	ATKINSON AERONAUTICS & TECHNOLOGY, INC.
ADEPTUS SOLUTIONS, INC.	AMERICAN COMPLIANCE TECHNOLOGIES, INC (DBA: A-C-T ENVIRONMENTAL & INFRASTRUCTURE)	ATKINSON-NOLAND & ASSOCIATES, INC.
ADERAS, INC.	AMERICAN CONTRACT FURNITURE LLC	ATL2, LLC
ADFERO GROUP, LLC	AMERICAN CORRECTIONAL SOLUTIONS,	ATLANTA AIR CHARTER, INC.
ADG TECH CONSULTING, LLC	AMERICAN COUNCIL ON THE TEACHING OF FOREIGN LANGUAGES, INC.	ATLANTA FORK LIFTS, INC.
ADHVN CORPORATION	AMERICAN CRITICAL CARE SERVICES,	ATLANTECH ONLINE, INC.
ADI NV INC	AMERICAN CUSTOM PRIVATE SECURITY, INC.	ATLANTIC COAST MARKETING, INC.
ADIL BUSINESS SYSTEMS, INC.	AMERICAN DEVELOPMENT INSTITUTE, LLC	ATLANTIC COMMTECH CORPORATION
ADINO, INC.	AMERICAN DIRECTIONS RESEARCH GROUP, INC.	ATLANTIC DIVING SUPPLY, INC.
ADITYA & ASSOCIATES	AMERICAN EAGLE PROTECTIVE SERVICES CORPORATION	ATLANTIC GROUP, LLC, THE
ADJUSTERS INTERNATIONAL, INC.	AMERICAN ELECTRIC COMPANY, LLC	ATLANTIC LOGISTICS, INC.
ADJUVANT CONSULTING, INC.	AMERICAN ENVIRONMENTAL SUPPLY, L.L.C.	ATLANTIC MANAGEMENT CENTER, INC.
ADK MEDIA GROUP LLC	AMERICAN EXPEDITING COMPANY	ATLANTIC OFFICE AND LASER PRODUCTS INC
ADLI BUSINESS & PROFESSIONAL SOLUTIONS, INC.	AMERICAN FIRE TECHNOLOGIES, INC.	ATLANTIC SYSTEMS GROUP, INC.
ADMIN & LOGISTICS SERVICES, INC.	AMERICAN FURNITURE RENTALS, INC.	ATLAS ENGINEERING INC
ADMIRAL ELEVATOR COMPANY, INC.	AMERICAN GOVERNMENT SERVICES LLC	ATLAS GROUP LTD
ADNET SYSTEMS, INC.	AMERICAN GRAPHICS INSTITUTE, LLC	ATLAS ORTHOPEDIC INTERNATIONAL, (DBA: ATLAS INTERNATIONAL)
ADNET, INC.	AMERICAN HOME HEALTH CARE (DBA: AMERICAN MEDICAL EQUIPMENT)	ATLAS RESEARCH LLC
ADNET/ACCOUNTNET, INC.	AMERICAN HOSPITAL SERVICES GROUP	ATLAS SCIENTIFIC LLC
ADOA EXPERTS INC	AMERICAN HOTEL REGISTER COMPANY	ATLAS TECHNOLOGIES, INC.
ADORAMA INC.	AMERICAN IMAGING INTERNATIONAL, INC.	ATLUS GROUP U.S. INC.
ADR VANTAGE INC	AMERICAN INFORMATICS SOLUTIONS, LLC	ATMOS, INC.
ADRIAN TECHNOLOGIES INCORPORATED	AMERICAN INFOTECH SOLUTIONS, INC.	ATMOSPHERIC AND ENVIRONMENTAL RESEARCH, INC.
ADS, INC.	AMERICAN INNOVATIONS INC.	ATRIAX, P.L.L.C.
ADSYNC TECHNOLOGIES, INC.	AMERICAN INSTITUTE FOR PREVENTIVE MEDICINE, INC.	ATS ASSOCIATES LLC
ADTECH LLC	AMERICAN INSTITUTES FOR RESEARCH IN THE BEHAVIORAL SCIENCES	ATSG CORPORATION
ADTRAV CORPORATION	AMERICAN INTERIOR RESOURCES, INC.	ATTAIN, LLC

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ADVANCE 1 CLEANING SERVICES, INC.	AMERICAN K-9 DETECTION SERVICES, LLC	ATTAINX INC.
ADVANCE CAREER DEVELOPMENT	AMERICAN KAL ENTERPRISES, INC.	ATTENDS HEALTHCARE PRODUCTS, INC
ADVANCE DIGITAL SYSTEMS INC.	AMERICAN LABELMARK COMPANY INC	ATTENTION SOFTWARE, INC
ADVANCE MED, LLC	AMERICAN LOAN MASTERS INC	ATTIVASOFT, LLC
ADVANCE METALWORKING COMPANY, THE	AMERICAN MADE LLC	ATTOTEK, INC.
ADVANCE SAFETY EQUIPMENT CO.	AMERICAN MADE MAKE BE-LEAVES INC	AUCTOR CORPORATION
ADVANCED ACCELERATOR APPLICATION	AMERICAN MANAGEMENT ASSOCIATION INTERNATIONAL	AUDACIOUS INQUIRY LLC
ADVANCED AIR ANALYSIS, INC.	AMERICAN MATERIAL HANDLING, INC.	AUDIO FIDELITY COMMUNICATIONS CORPORATION
ADVANCED AV, LLC	AMERICAN MEDICAL ID	AUDIO VISUAL ASSOCIATES, INC
ADVANCED BRAIN MONITORING, INC.	AMERICAN MESSAGING SERVICES, LLC	AUDIO VISUAL INNOVATIONS, INC.
ADVANCED BRAIN TECHNOLOGIES, LLC	AMERICAN MILITARY MEDICAL ORGANI	AUDIO-VIDEO CORPORATION.
ADVANCED BUSINESS SOFTWARE CONSULTING, LLC	AMERICAN MOBILITY SYSTEMS, INC.	AUDITECH & ASSOCIATES, INC.
ADVANCED BUSINESS SOLUTIONS, INC	AMERICAN NAUTICAL SERVICES INC	AUERBACH INTERNATIONAL INC
ADVANCED C4 SOLUTIONS, INC.	AMERICAN OFFICE EQUIPMENT COMPANY, INC.	AUGUR CONSULTING INC
ADVANCED CABLE CONNECTION, INC.	AMERICAN PACKAGING I, INC.	AUGUST SCHELL ENTERPRISES, INC.
ADVANCED CARE SOLUTIONS	AMERICAN PEST MANAGEMENT INC	AUGUSTA MEDICAL SYSTEMS, LLC
ADVANCED CARE STAFFING, LLC	AMERICAN POLLUTION CONTROL CORPORATION	AUGUSTINE TEMPERATURE MANAGEMENT
ADVANCED COMBUSTION SYSTEMS, INC.	AMERICAN POWER LLC	AUREUS MEDICAL MANAGEMENT SERVIC
ADVANCED COMPUTER & NETWORK CORPORATION	AMERICAN POWER SERVICE COMPANY	AURIGO SOFTWARE TECHNOLOGIES INC.
ADVANCED COMPUTER CONCEPTS, INC.	AMERICAN PRINTING HOUSE FOR THE	AURORA STORAGE PRODUCTS, INC.
ADVANCED COMPUTER LEARNING COMPANY, LLC	AMERICAN PRODUCTIVITY & QUALITY CENTER, INC.	AURORA SYSTEMS CONSULTING, INC.
ADVANCED CONCEPTS AND TECHNOLOGIES INTERNATIONAL, LLC	AMERICAN RAMP COMPANY	AUROTECH, INC.
ADVANCED CONCEPTS ENTERPRISES, INC.	AMERICAN REGENT, INC.	AUS MARKETING RESEARCH SYSTEMS, INC.
ADVANCED CORE CONCEPTS, LLC	AMERICAN RELOCATION CONNECTIONS LLC	AUSGAR TECHNOLOGIES, INC.
ADVANCED DECISION VECTORS LLC	AMERICAN SAFE & VAULT SERVICE L.L.C.	AUSLEY ASSOCIATES INC
ADVANCED DIGITAL SOLUTIONS INTERNATIONAL	AMERICAN SANITARY PRODUCTS, INC.	AUSTIN ASSOCIATES, INC., J. E.
ADVANCED EDUCATIONAL PRODUCTS, INC.	AMERICAN SCIENCE AND ENGINEERING, INC.	AUTO-CHLOR SERVICES, L.L.C.
ADVANCED ELECTRONIC DESIGNS, INC.	AMERICAN SCREENING CORPORATION	AUTOCLEAR LLC
ADVANCED ELECTRONICS LABS INC.	AMERICAN SECURITY PROGRAMS, INC	AUTOFLEX, INC
ADVANCED ENVIRONMENTAL LABORATORIES, INC.	AMERICAN SECURITY SHREDDING CORP	AUTOLINK RENTAL LLC
ADVANCED ENVIRONMENTAL MANAGEMENT GROUP, LLC	AMERICAN SIGNAL COMPANY	AUTOMATED BUSINESS POWER INC LLC
ADVANCED FACILITY MANAGEMENT SERVICES, INC.	AMERICAN SMALL BUSINESS ALLIANCE, INC. (DBA: ASBA)	AUTOMATED CLEANING TECHNOLOGIES, INC.
ADVANCED FILING SYSTEMS INC	AMERICAN SOCIETY FOR QUALITY, INC.	AUTOMATED CONTROL SYSTEMS, INC
ADVANCED GOVERNMENT SOLUTIONS, INC.	AMERICAN SOCIETY FOR TRAINING AND DEVELOPMENT, INCORPORATED	AUTOMATED LOGIC CORPORATION
ADVANCED HEALTH EDUCATION CTR. (DBA: MEDRELIEF STAFFING)	AMERICAN SOCIETY OF PROFESSIONAL EDUCATION, INC.	AUTOMATED PRECISION INC.
ADVANCED INSPECTION TECHNOLOGIES INC.	AMERICAN SPEED READING CORPORATION	AUTOMATIC SYNC TECHNOLOGIES, LLC
ADVANCED INTEGRATED SOFTWARE TECHNOLOGY, INCORPORATED	AMERICAN SURGICAL SPECIALTIES CO	AUTOMATION AIDS, INC.
ADVANCED INTERNET TECHNOLOGIES, INC	AMERICAN SYSTEMS CORPORATION	AUTOMATION TECHNOLOGIES INC.
ADVANCED IT CONCEPTS, INC.	AMERICAN TECHNOLOGIES INC.	AUTOMATION-X CORPORATION
ADVANCED LANGUAGE SYSTEMS INTERNATIONAL INC.	AMERICAN TECHNOLOGY NETWORK, CORP.	AUTOMOTIVE & INDUSTRIAL SUPPLY COMPANY
ADVANCED LUBRICATION, INC.	AMERICAN TECHNOLOGY SOLUTIONS INTERNATIONAL CORPORATION	AUTOMOTIVE ARMOR MANUFACTURING, INC.
ADVANCED MANAGEMENT STRATEGIES GROUP, INC.	AMERICAN TELECOM SOLUTIONS, L.L.C.	AUTOMOTIVE PERSONNEL NETWORK, LLC
ADVANCED MANAGEMENT TECHNOLOGY, INC.	AMERICAN TEXTILES SYSTEMS	AUXILIO MANAGEMENT SERVICES
ADVANCED MANUFACTURING TECHNOLOGY	AMERICAN TONER & INK	AVADEL LEGACY PHARMACEUTICALS, L

VENTURES, LLC		
ADVANCED MATERIAL HANDLING, LLC	AMERICAN TONER AND SUPPLY, INC.	AVANCO INTERNATIONAL, INC.
ADVANCED MISSION SYSTEMS, LLC	AMERICAN TONERS, LLC	AVANI TECHNOLOGY SOLUTIONS INC
ADVANCED MODULAR SPACE INC.	AMERICAN TOOTH INDUSTRIES	AVANIR PHARMACEUTICALS, INC.
ADVANCED NETWORK CONSULTING, INC	AMERICAN TRAVELER STAFFING PROFE	AVANT HEALTHCARE PROFESSIONALS,
ADVANCED OFFICE ENVIRONMENTS, INC.	AMERICAN UNIFORM SALES, INC.	AVANT-GARDE ENGINEERING TECHNOLOGY LLC
ADVANCED PRACTICE SOLUTIONS	AMERICAN UNIVERSITY	AVANTGARDE LLC
ADVANCED PRODUCTS, LLC	AMERICAN VETERANS GROUP, LLC	AVANTI CORPORATION
ADVANCED PROGRAMS INC	AMERICAN VETS MOBILITY & EQUIPME	AVAR CONSULTING, INC.
ADVANCED PROJECT CONSULTING, LLC	AMERICAN WAREHOUSE	AVASCENT GROUP, LTD., THE
ADVANCED QUALITY ALLIANCE, LLC	AMERICAN WEIGH SCALES, INC.	AVATAR COMPUTING, INC.
ADVANCED RESOURCE SOLUTIONS, INC	AMERICAN WORDATA, INC.	AVATAR ENTERPRISES, INC.
ADVANCED RESOURCE TECHNOLOGIES, INC.	AMERICANA BUSINESS CONSULTANTS LLC (DBA: AMERICANA WIRELESS)	AVATAR ENVIRONMENTAL LLC
ADVANCED RESOURCES INTERNATIONAL INC	AMERICARE SERVICES, INC.	AVATAR PARTNERS INC
ADVANCED RESPIRATORY, INC.	AMERICARE, LLC	AVATAR, INC.
ADVANCED SCIENCES AND TECHNOLOGIES, LLC	AMERICLEAN SERVICES CORPORATION	AVAYA FEDERAL SOLUTIONS, INC.
ADVANCED SECURITY CONTRACTORS, INC.	AMERICON	AVCOR HEALTH CARE PRODUCTS, INC.
ADVANCED SOFTWARE PRODUCTS GROUP INC	AMERICON, INC.	AVENING MANAGEMENT AND TECHNICAL SERVICES, LLC
ADVANCED SOFTWARE SYSTEMS, INC.	AMERIGAS PROPANE, L.P.	AVENTIS SYSTEMS, INC.
ADVANCED STORAGE TECHNOLOGY CONSULTANTS, INC	AMERIGUARD SECURITY SERVICES, INC.	AVENTURA TECHNOLOGIES, INC.
ADVANCED SURGICAL SERVICES, LLC	AMERIMAC, LTD.	AVENUES INTERNATIONAL INC
ADVANCED SURVEY DESIGN LLC	AMERISOURCE HEALTH SERVICES LLC (DBA: AMERICAN HEALTH PACKAGING)	AVER, LLC
ADVANCED SYSTEMS DESIGN, INC.	AMERISYS, INC.	AVERALINK INFORMATION SYSTEMS, LLC
ADVANCED SYSTEMS DEVELOPMENT, INC.	AMERITECH SOLUTIONS	AVERITAS PHARMA INC
ADVANCED SYSTEMS TECHNOLOGY AND MANAGEMENT, INC.	AMERITEL COMMUNICATIONS CORPORATION	AVESHKA, INC.
ADVANCED SYSTEMS, INC.	AMERIVET REAL ESTATE SERVICES, INC.	AVI SYSTEMS, INC.
ADVANCED SYSTEMS/SUPPORTABILITY ENGINEERING TECHNOLOGIES AND TOOLS, INC.	AMERX HEALTH CARE CORPORATION	AVIAM CORPORATE HOUSING, LTD.
ADVANCED TECHNOLOGICAL SOLUTIONS, LLC	AMETEK ARIZONA INSTRUMENT LLC (DBA: AMETEK BROOKFIELD)	AVIAN, INC.
ADVANCED TECHNOLOGIES AND LABORATORIES (ATL) INTERNATIONAL, INC	AMETEK PROGRAMMABLE POWER, INC.	AVIAR COMMERCIAL SPACE PLANNING & DESIGN INC.
ADVANCED TECHNOLOGIES GROUP, LLC	AMEX INTERNATIONAL INCORPORATED	AVIATION & MISSILE SOLUTIONS, LLC
ADVANCED TECHNOLOGY GROUP, INC.	AMG HEALTHCARE SERVICES, INC.	AVIATION ARTIFACTS, INC.
ADVANCED TECHNOLOGY LEADERS, INC	AMGEN USA, INC.	AVIATION SPECIALTIES UNLIMITED, INC
ADVANCED TECHNOLOGY LOGISTICS, INC.	AMICK BROWN, LLC	AVID SYSTEMS, LLC
ADVANCED TECHNOLOGY SOLUTIONS USA, LLC	AMICUS THERAPEUTICS, INC.	AVID TECHNOLOGY PROFESSIONALS LLC
ADVANCED TESTING TECHNOLOGIES INCORPORATED	AMIDA TECHNOLOGY SOLUTIONS, INC.	AVID TECHNOLOGY, INC.
ADVANCED TRAINING SYSTEMS, INC.	AMIGO IMPLEMENT COMPANY, INC	AVIDCARD, INC.
ADVANTAGE CREDIT, INCORPORATED	AMIGO MOBILITY INTERNATIONAL, IN	AVIGNA LLC
ADVANTAGE LEASING ASSOCIATES, LLC	AMITY CONSULTANTS	AVILAR TECHNOLOGIES INC
ADVANTAGE MECHANICAL-REFRIGERATION, INC.	AMITY HOLDINGS LLC (DBA: MEDICORE MEDICAL SUPPLIES)	AVINEON, INC.
ADVANTAGE MEDICAL ELECTRONICS, L (DBA: AMC)	AMITY HOLDINGS LLC D/B/A MEDICOR	AVINGER, INC.
ADVANTAGE MEDICAL PROFESSIONALS,	AMN HEALTHCARE ALLIED, INC.	AVION SOLUTIONS, INC. (DBA: AVION)
ADVANTAGE OPTICS, INC	AMN HEALTHCARE, INC.	AVIONICA, INC.
ADVANTAGE PAYROLL, LLC (DBA: ADVANTAGE PERSONNEL)	AMNEAL PHARMACEUTICALS OF NEW YO	AVIONICS TEST & ANALYSIS CORPORATION
ADVANTAGE RN, LLC	AMO SALES AND SERVICE, INC.	AVIOR GROUP, LLC

ADVANTAGE SCI, LLC	AMOGH CONSULTANTS INC.	AVIS RENT A CAR SYSTEM, INC.
ADVANTAGE SUPPLIES, INC.	AMPAC HOLDINGS, LLC	AVISAR INCORPORATED
ADVANTAGE TECHNOLOGIES, INC.	AMPCUS INC.	AVITECTURE, INC.
ADVANTAGE TECHNOLOGY LLC	AMPHASTAR PHARMACEUTICALS, INC.	AVKARE, INC
ADVANTAGE TENT FITTINGS, INC.	AMPLITECH, INC.	AVKARE, INC.
ADVANTAGE WEST INVESTMENT ENTERPRISES, INC.	AMPLIVOX SOUND SYSTEMS, L.L.C.	AVNIK DEFENSE SOLUTIONS INC
ADVANTAGED SOLUTIONS, INC.	AMPRONIX, INC.	AVOCENT HUNTSVILLE, LLC
ADVANTECH, INC.	AMRAD, INC.	AVOE ENTERPRISE SOLUTIONS, LLC
ADVANTOR SYSTEMS CORPORATION	AMRING PHARMACEUTICALS, INC.	AVOKA (USA), INC.
ADVANTUS, CORP.	AMRON INTERNATIONAL, INC.	AVOSYS TECHNOLOGY, INC.
ADVENT BUSINESS COMPANY INC.	AMS LOCUMS	AVRAM CORPORATION, INC.
ADVENTIUM LLC	AMTAI MEDICAL EQUIPMENT, INC.	AVTEC DENTAL, LLC
ADVENTURES BY DAWN L.L.C.	AMTIS, INC.	AVTEC, INC.
ADVERTISING/MARKETING/STRATEGIC PLANNING, LLC	AMTIS-HEITECH, LLC	AVUM, INC.
ADVOCATE SOLUTIONS, LLC	AMVET TECHNOLOGIES LLC	AVWATCH, INC.
ADVOCATES FOR HUMAN POTENTIAL INC	AMVI TECHNOLOGIES INC.	AVYON CONSULTING GROUP, INC.
ADZ ETC., INC.	AMY S GREENE ENVIRONMENTAL CONSULTANTS INC	AWARD COMPANY OF AMERICA, LLC
AE STRATEGIES, LLC	AMYLOR INC. (DBA: AMYSYSTEMS)	AWARE, INC.
AE TENT, LLC (DBA: ECONOMY TENT INTERNATIONAL)	AMYX, INC.	AWARENESS TECHNOLOGIES, INC.
AE3 PARTNERS, INC.	AMZUR TECHNOLOGIES, INC.	AWD MANAGEMENT SERVICES
AECOM MANAGEMENT SERVICES, INC.	ANACAPA TECHNOLOGIES, INC	AWEIGH ALL BOATS LLC
AECOM N&E TECHNICAL SERVICES LLC	ANADARKO INDUSTRIES, L.L.C.	AXCESS VIDEO CORPORATION
AECOM NATIONAL SECURITY PROGRAMS, INC.	ANAKAM, INC.	AXIA CONSULTING, INC.
AECOM TECHNICAL SERVICES, INC.	ANALYGENCE, INC.	AXIOLOGIC SOLUTIONS LLC
AED BRANDS, LLC (DBA: AED BRANDS)	ANALYSIS, PLANNING AND MANAGEMENT INSTITUTE, INC.	AXIOM CONSULTANTS INC.
AED STRATECON, LLC	ANALYTIC ACQUISITIONS LLC	AXIOM CONSULTING & DESIGN LLC
AEEC, LLC	ANALYTIC DESIGNS INC	AXIOM CORPORATION
AEG GROUP INC.	ANALYTIC FOCUS, LLC	AXIOM RESOURCE MANAGEMENT, INC.
AEGERION PHARMACEUTICALS, INC.	ANALYTIC SERVICES INC.	AXIS CONSULTANT GROUP AND ASSOCIATES LLC
AEGIS BUSINESS SOLUTIONS, LLC	ANALYTIC STRATEGIES, LLC	AXIS GLOBAL ENTERPRISES, INC.
AEGIS CONTROL & SECURITY INTEGRATION, L.P.	ANALYTICA LLC	AXIS MANAGEMENT GROUP LLC
AEGIS CORPS, INC, THE	ANALYTICAL & PRECISION BALANCE CO., INC.	AXIS TELESOLUTIONS, INC.
AEGIS SCIENCES CORPORATION	ANALYTICAL GRAPHICS, INC.	AXISCORE, LLC
AEGIS SCIENTIFIC, INC	ANALYTICAL MECHANICS ASSOCIATES, INC.	AXLE INFORMATICS, LLC
AEGIS TECHNOLOGIES GROUP, INC., THE	ANALYTICAL PLANNING PROGRAMING POLICY & STRATEGIC INTEGRATION, LLC	AXOM TECHNOLOGIES LLC
AEGIS.NET INC	ANALYTICAL SERVICES & MATERIALS, INC.	AXSEUM, INC.
AEIO, LLC	ANALYTICAL SERVICES, INC.	AXXERA INC.
AEON NEXUS CORPORATION	ANALYTICX LLC	AXXUM TECHNOLOGIES LLC
AERIAL DATA SERVICE, INC.	ANAMAR ENVIRONMENTAL CONSULTING, INC.	AYA ASSOCIATES, INC.
AERIAL INFORMATION SYSTEMS, INC.	ANASEC, INC	AYA HEALTHCARE, INC
AERIAL MACHINE & TOOL CORP	ANAVATION LLC	AYTU BIOSCIENCE, INC.
AERIAL PRODUCTIONS INTERNATIONAL, INC.	ANC RESEARCH & DEVELOPMENT, LLC	AYUDA COMPANIES
AERIAL SERVICES, INC.	ANCHOR HEALTHCARE SERVICES, INC.	AZ DIABETIC SUPPLY INCORPORATED
AERIE PHARMACEUTICALS, INC.	ANCHOR INNOVATION, INC.	AZ INDUSTRIES INC
AERO CAPITAL LLC	ANCHOR QEA, LLC	AZAVEA INC.
AERO E H & S INC	ANCHOR SOFTWARE, LLC	AZI CONSULTING INC
AERO GRAPHICS, INC	ANCHORTX CORPORATION	AZIMUTH CORPORATION
AERO SPECIALTIES, INC.	ANDAX INDUSTRIES, L.L.C.	AZIMUTH, INC
AERO TECH SERVICE ASSOCIATES, INC.	ANDERS GROUP, LLC	AZIYO BIOLOGICS, INC.

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I & I SOFTWARE, INC.	INFORMATION AND INFRASTRUCTURE TECHNOLOGIES, INC.	INTEPROS FEDERAL INCORPORATED
I & M INDUSTRIALS, INC.	INFORMATION CONCEPTS, INC	INTEQ GROUP THE
I B LOGISTICS LLC	INFORMATION CONTROL CORPORATION	INTER COASTAL ELECTRONICS INC
I Q SYSTEMS, INC.	INFORMATION DELIVERY SYSTEMS INCORPORATED	INTER WORLD HIGHWAY LLC (DBA: TEQUIPMENT.NET)
I TECH AG LLC	INFORMATION DISCOVERY SERVICES, LLC	INTER-CON SECURITY SYSTEMS, INC.
I-CONNECT, L.C.	INFORMATION EXPERTS, INC	INTER-OP.NET INC
I-LINK SOLUTIONS, INC	INFORMATION FIRST, INC.	INTER-PACIFIC, INC.
I-VISIONET INC	INFORMATION GATEWAYS, INC.	INTERACTION ASSOCIATES INC
I. C. SYSTEM, INC.	INFORMATION INNOVATORS, INC.	INTERACTIVE ACCESSIBILITY, INC.
I. H. I.	INFORMATION INTERNATIONAL ASSOCIATES, INC.	INTERACTIVE COMMUNICATIONS SOLUTIONS GROUP, INC.
I.D. INTEGRATION, INC.	INFORMATION MANAGEMENT GROUP INCORPORATED	INTERACTIVE DIGITAL SOLUTIONS, INC.
I.M. SYSTEMS GROUP, INC.	INFORMATION MANAGEMENT RESOURCES, INC.	INTERACTIVE GOVERNMENT HOLDINGS, INC.
I.S. ENTERPRISES, INC.	INFORMATION MANAGEMENT SERVICES LLC	INTERACTIVE INFORMATION SOLUTIONS INC
I.V. HOUSE, INC.	INFORMATION MANAGEMENT SERVICES, INC.	INTERACTIVE MEDICAL SPECIALISTS,
I10 INC	INFORMATION PACKAGING CORPORATION	INTERACTIVE METRONOME, INC.
I3 GROUP, INC.	INFORMATION PLANNING ASSOCIATES, INC.	INTERACTIVE PROCESS TECHNOLOGY, LLC
I3 INTEGRATIVE CREATIVE SOLUTIONS, LLC	INFORMATION STRATEGIES, INC.	INTERACTIVE TECHNOLOGIES GROUP, INC.
I3, LLC	INFORMATION SUPPORT CONCEPTS, INC.	INTERACTIVE TECHNOLOGY SOLUTIONS, LLC
I360TECHNOLOGIES, INC.	INFORMATION SYSTEMS & NETWORKS CORP	INTERCEPT PHARMACEUTICALS, INC.
I3SOLUTIONS INC.	INFORMATION SYSTEMS ASSET MANAGEMENT INC	INTERCOM FEDERAL SYSTEMS CORPORATION
I3T, LLC	INFORMATION SYSTEMS LABORATORIES, INC.	INTERCOMP CO.
I4 GROUP CONSULTING, LLC, THE	INFORMATION SYSTEMS SOLUTIONS, INC	INTERCYCLE, LLC
I4DM, LLC	INFORMATION TECHNOLOGY COALITION, INC.	INTERFACE AMERICAS, INC.
IAI, LLC	INFORMATION TECHNOLOGY SOLUTIONS & SECURITY, INC.	INTERFACE INCORPORATED
IAN, EVAN & ALEXANDER CORPORATION	INFORMATION TECHNOLOGY SOLUTIONS, CORP.	INTERFACE MEDIA GROUP, INC.
IAP WORLD SERVICES INC	INFORMATION TECHNOLOGY STRATEGIES LLC	INTERFUZE TECHNICAL SERVICES CORPORATION
IBDIGITAL INC.	INFORMATION UNLIMITED INC.	INTERIM HOMES, INC.
IBEX IT BUSINESS EXPERTS LLC	INFORMENTUM CORPORATION	INTERIMAGE, INC.
IBOSS, INC.	INFOSEC, INC.	INTERIOR ARCHITECTS, INC.
IBOX GLOBAL, LLC	INFOSEMANICS, INC.	INTERIOR FACILITIES DESIGN LLC
IBS MANAGEMENT & CONSULTANCY SERVICES, LLC	INFOSHRED, LLC	INTERIOR FUSION, L. L. C.
IBSA PHARMA INC.	INFOSTELLAR INC.	INTERIOR RESOURCE GROUP INC
IC-HARMONIA, LLC	INFOSTRUCTURES, INC.	INTERIOR SERVICES INCORPORATED
ICALLIDUS, INC	INFOSYS INTERNATIONAL INC.	INTERIOR SHOWPLACE, LTD.
ICARE USA, INC.	INFOSYS SOLUTIONS, INC., INFOSYS CONSULTING	INTERIOR SYSTEMS, INC.
ICATALYST, INC	INFOTEC SYSTEMS CORPORATION	INTERLOC SOLUTIONS, INC.
ICATT INC	INFOTEC, LLC	INTERMEDIA GROUP, INC.
ICEBERG ENTERPRISES, LLC	INFOTECH INNOVATIONS INC	INTERMOUNTAIN LOCK & SUPPLY CO
ICES CORPORATION	INFOTREND INCORPORATED	INTERNATIONAL ARMOR CORP
ICETECH INC	INFOVISION 21 INC	INTERNATIONAL ARMORED GROUP US, INC.
ICF INCORPORATED, L.L.C.	INFOZEN, LLC	INTERNATIONAL ASSOCIATION OF VIRTUAL

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ICF JONES & STOKES, INC	INFRAFIELD, INCORPORATED	ORGANIZATIONS, INCORPORATED
ICF MACRO, INC	INFRASTRUCTURE DEFENSE TECHNOLOGIES LLC	INTERNATIONAL AUTOMATED SYSTEMS, INC.
ICI SERVICES CORPORATION	INFUSED SOLUTIONS, LLC	INTERNATIONAL BUSINESS & TECHNICAL CONSULTANTS, INC.
ICI SYSTEMS, INC	INGENESIS, INC.	INTERNATIONAL BUSINESS EXPRESS, INC.
ICM CONVERSIONS, INC.	INGENICOMM, INC.	INTERNATIONAL BUSINESS INITIATIVES CORP.
ICOHERE, INC.	INGENIUM CORPORATION	INTERNATIONAL BUSINESS MACHINES CORPORATION
ICOM AMERICA INCORPORATED	INGLETT & STUBBS INTERNATIONAL, LTD.	INTERNATIONAL BUSINESS SALES & SERVICES CORPORATION
ICON ENTERPRISES, INC.	INGRAM TECHNOLOGIES, LLC	INTERNATIONAL CENTER FOR LANGUAGE STUDIES, INC.
ICONIC BUSINESS SOLUTIONS, LLC	INITIATE GOVERNMENT SOLUTIONS, LLC	INTERNATIONAL CHEMSTAR INC
ICONLOGIC, INC	INJOY PRODUCTIONS	INTERNATIONAL CHEMTEX CORPORATION
ICOR TECHNOLOGY INC	INKDOG LLC	INTERNATIONAL COMMERCE & MARKETING CORP.
ICP MEDICAL, LLC	INLAND TECHNOLOGY INC	INTERNATIONAL COMMUNICATIONS ASSOCIATES, INC. (DBA: ICA LANGUAGE SERVICES)
ICP SYSTEMS LLC	INMARSAT GOVERNMENT, INC.	INTERNATIONAL COMPUTER CONCEPTS, INC.
ICRIS, LLC	INNER-PARISH SECURITY, CORPORATION	INTERNATIONAL COMPUTING SYSTEMS, INCORPORATED
ICS JAIL SUPPLIES, INC.	INNERFACE ARCHITECTURAL SIGNAGE, INC.	INTERNATIONAL COUNTERINTELLIGENCE SERVICES OF COLORADO, LLC
ICS NETT, INC.	INNERSPACE ARCHITECTURAL INTERIORS LLC	INTERNATIONAL DATA CONSULTANTS, INC.
ICS-TSPI UNITED, INC.	INNOCENTIVE, INC.	INTERNATIONAL DEVELOPMENT & RESOURCES, INC.
ICT TRAINING GROUP LLC	INNOCORP LTD	INTERNATIONAL DEVELOPMENT GROUP ADVISORY SERVICES, LLC
ICTECT, INC.	INNOLECT, INC.	INTERNATIONAL DISTRIBUTORS OF EL
ICU MEDICAL, INC.	INNOSOFTE CORPORATION	INTERNATIONAL E-Z UP, INC.
ICU TECHNOLOGIES, INC.	INNOSYS, INC.	INTERNATIONAL ENERGY CONSERVATION SYSTEMS, INC
ID TECHNOLOGIES, LLC	INNOTION ENTERPRISES, INC.	INTERNATIONAL ENVIRONMENTAL CORPORATION
IDC RESEARCH, INC.	INNOVA CONSULTING LLC	INTERNATIONAL FACILITY MANAGEMENT ASSOCIATION
IDEA ENTITY CORPORATION	INNOVAE GROUP, LLC	INTERNATIONAL FIRE & SAFETY, INC.
IDEA SCIENCES, INC.	INNOVATE INC	INTERNATIONAL GLOBAL ENTERPRISES
IDEA-TEK LLC	INNOVATION ASSOCIATES, INC.	INTERNATIONAL LANGUAGE SERVICES, INC.
IDEAL ELECTRICAL SUPPLY CORPORATION	INNOVATION EVENT MANAGEMENT, LP	INTERNATIONAL LEADERSHIP CONSULTING LLC
IDEAL INDUSTRIES, INC.	INNOVATIS TECHNOLOGIES INC	INTERNATIONAL LIMOUSINE SERVICE, INC.
IDEAL INNOVATIONS INCORPORATED	INNOVATIVE ADVANCED TECHNOLOGY SOLUTIONS LLC	INTERNATIONAL LOGIC SYSTEMS, INC.
IDEAL SUPPLY, INC.	INNOVATIVE CARGO SYSTEMS, LLC (DBA: WHEELCHAIR CARRIER)	INTERNATIONAL MANAGEMENT AND CONSULTING, LIMITED LIABILITY COMPANY
IDEAL SYSTEM SOLUTIONS, INC.	INNOVATIVE COLLABORATION, INC.	INTERNATIONAL MET SYSTEMS INC.
IDEAL-ID LLC	INNOVATIVE COMPUTING & APPLIED TECHNOLOGY	INTERNATIONAL MILLENNIUM CONSULTANTS, INC.
IDEAMATICS, INC.	INNOVATIVE CONSULTING & MANAGEMENT SERVICES, LLC	INTERNATIONAL MULCH COMPANY, INC.
IDEATION, INC.	INNOVATIVE CONTROLS GROUP LLC	INTERNATIONAL PAINT LLC
IDEMIA IDENTITY & SECURITY USA LLC	INNOVATIVE CORPORATE SOLUTIONS I (DBA: CLOVER MEDICAL SOLUTIONS)	INTERNATIONAL PROTECTION GROUP LLC
IDEMIA NATIONAL SECURITY SOLUTIONS LLC	INNOVATIVE DATA SYSTEMS OF MISSOURI, LLC	INTERNATIONAL REHABILITATIVE SCI (DBA: RS MEDICAL)
IDENTIFICATION INTERNATIONAL, INC.	INNOVATIVE DECISIONS, INC.	INTERNATIONAL RESEARCH AND EXCHANGES BOARD INC.
IDENTIFICATION TECHNOLOGY PARTNERS INC	INNOVATIVE DISCOVERY LLC	INTERNATIONAL ROAD RESEARCH LLP
IDENTITY AUTOMATION, LP	INNOVATIVE EMERGENCY MANAGEMENT, INC.	INTERNATIONAL SECURITY ACADEMY INC
IDENTITY THEFT GUARD SOLUTIONS, LLC (DBA: ID EXPERTS)	INNOVATIVE HEALTH SOLUTIONS, INC	INTERNATIONAL SOFTWARE SYSTEMS, INC.
IDENTITYFORCE, INC.	INNOVATIVE IMAGING & RESEARCH CORP	INTERNATIONAL SUPPLIERS, INC.
IDENTIV, INC.	INNOVATIVE MANAGEMENT & TECHNOLOGY APPROACHES, INC.	INTERNATIONAL SYSTEMS MARKETING, INC.
IDEO LP	INNOVATIVE MANAGEMENT AND TECHNOLOGY SERVICES, LLC	INTERNATIONAL TELEVISION CORP

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IDESCO CORP.	INNOVATIVE MANAGEMENT CONCEPTS, INC.	INTERNATIONAL TRADE MANAGEMENT GROUP, LLC
IDEUM, INC.	INNOVATIVE MANAGEMENT, LLC	INTERNATIONAL UNDERWATER EXPLORATIONS, LLC
IDONEOUS EDUCATIONAL SERVICES, INC.	INNOVATIVE MEDICAL EQUIPMENT, LL	INTERNET INSTITUTE USA, INC.
IDOX SOLUTIONS INC	INNOVATIVE MODULAR SOLUTIONS, INC.	INTERNETWORK CONSULTING SERVICES, LLC
IDRIL SERVICES CORPORATION	INNOVATIVE NETWORKING TECHNOLO	INTEROP-ISHPI JV LLC
IDS INTERNATIONAL GOVERNMENT SERVICES LLC	INNOVATIVE NONPROFIT SOLUTIONS GROUP, LLC, THE	INTEROPERABILITY CLEARINGHOUSE
IDSC HOLDINGS LLC (DBA: SNAP-ON INDUSTRIAL)	INNOVATIVE OFFICE PRODUCTS, LLC	INTEROPION, INC.
IDW, LLC	INNOVATIVE PEST MANAGEMENT INC	INTEROS SOLUTIONS INC.
IET LABS., INC.	INNOVATIVE REASONING LLC	INTERPRENET, LTD
IFE GROUP INC	INNOVATIVE SIGNAL ANALYSIS INC.	INTERPRETERS AND TRANSLATORS INC.
IFIBER OPTIX, INC	INNOVATIVE SPACE TECHNOLOGIES, LLC.	INTERPRETERS UNLIMITED, INC.
IFS NORTH AMERICA, INC.	INNOVATIVE SYNERGY GROUP, LLC	INTERPRETING SERVICE OF THE COMMONWEALTH, LLC
IGCS, LLC	INNOVATIVE SYSTEM SOLUTIONS CORPORATION	INTERRAD MEDICAL, INC.
IGI LABORATORIES, INC.	INNOVATIVE SYSTEMS ARCHITECT CORPORATION	INTERSECT ENT, INC.
IGNITE FUELING INNOVATION, INC.	INNOVATIVE TECHNOLOGIES CORP	INTERSKILL LEARNING INC.
IGNITED LLC	INNOVATIVE TECHNOLOGIES, INC (DBA: WOUND K-AIR MANAGEMENT)	INTERSTATE AUCTION COMPANY
IGNYTE GROUP, INC.	INNOVATIVE TECHNOLOGIES, INC.	INTERSTATE GROUP, INC.
IHRC, INCORPORATED	INNOVATIVE TECHNOLOGY PARTNERSHIPS LLC	INTERSTATE LIFT AND EQUIPMENT COMPANY
IHS GLOBAL INC.	INNOVATIVE THERAPIES, INC.	INTERSTATE LIFT, INC.
IHSE USA LLC	INNOVATUS TECHNOLOGY CONSULTING	INTERSTATE RELOCATION SERVICE, INC.
II CORPS CONSULTANTS, INC.	INNOVE LLC	INTERSTATE RESTORATION LLC
IIC TECHNOLOGIES INC.	INNOVIM, LLC	INTERSTATE TRAILERS, INC.
IJAZ AND ASSOCIATES LLC	INNOVTECH INC	INTERTEK TESTING SERVICES, NA, INC.
IKA-WORKS, INC.	INO THERAPEUTICS, LLC	INTEUM COMPANY, LLC
IKASO CONSULTING, LLC	INODE INK CORPORATION	INTIRION CORP
IKNOW LLC	INOGEN, INC.	INTOS FURNITURE CO., LTD.
IKUN LLC	INOVATE SOLUTIONS, INC.	INTOXIMETERS, INC.
ILAB, LLC	INOVATECH, INC	INTRANET COMMUNICATIONS GROUP, INC.
ILABS INC	INOVENTURES, LLC	INTRATEK COMPUTER, INC.
ILANGUAGE INTERPRETATION SERVICES, LLC	INPROCESS CONSULTING LLC	INTREPID SOLUTIONS AND SERVICES, INC.
ILC DOVER LP	INQUEST SOLUTIONS INC	INTREPID, L.L.C.
ILION MANAGEMENT STRATEGIES LLC	INQUIRIES, INC.	INTROSPECT INTERNATIONAL, LLC
ILLEN PRODUCTS LTD	INQUISIT, LLC	INTTERRA
ILLUMEN GROUP, INC.	INSAP SERVICES INC.	INTUEOR CONSULTING, INC.
ILM CORPORATION OF VIRGINIA, INC	INSCAPE INC.	INTUITIVE CONTROL SYSTEMS, LLC
ILY ENTERPRISES INC.	INSCOPE INTERNATIONAL, INC.	INTUITIVE INFORMATION SYSTEMS TECHNOLOGIES, LLC
IMACOR, INC.	INSEQUENCE, INC.	INTUITIVE RESEARCH AND TECHNOLOGY CORPORATION
IMAGE ACCESS GMBH	INSERSO CORPORATION	INTUITIVE.IT LLC
IMAGE API, LLC	INSIDEOUT DEVELOPMENT, L.L.C.	INUTEQ, LLC
IMAGE BUSINESS INTERIORS LLC	INSIGHT ENGINEERING SOLUTIONS, INC.	INVACARE CORPORATION (DBA: HOME CARE DIVISION)
IMAGE SALES, INC.	INSIGHT GLOBAL, LLC.	INVARIANT CORPORATION
IMAGER SOFTWARE, INC.	INSIGHT INVESTMENTS LLC	INVASIVE PLANT CONTROL, INC.
IMAGETREND, INC.	INSIGHT MANAGEMENT CONSULTING, LLC	INVENTECH MARINE SOLUTIONS, LLC
IMAGINE BELIEVE REALIZE LLC	INSIGHT MARKETING DESIGN, INC.	INVENTORY MANAGEMENT SOLUTIONS, LLC
IMAGINE MEDIA GROUP, L.L.C.	INSIGHT POLICY RESEARCH INC	INVERNESS TECHNOLOGIES, INC
IMAGINE ONE TECHNOLOGY & MANAGEMENT, LTD.	INSIGHT PUBLIC SECTOR, INC.	INVESTED TALENTS, INC
IMAGING SPECTRUM, INC.	INSIGHT SYSTEMS CORPORATION	INVICTUS INTERNATIONAL CONSULTING, LLC
IMERNET LIMITED LIABILITY PARTNERSHIP	INSIGHT TECHNOLOGY SOLUTIONS INC.	INVISIO COMMUNICATIONS INC.
IMF SOLUTIONS, LLC	INSIGNIA FEDERAL GROUP, LLC	INVOTEX IP, LLC

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IMLCORP, LLC	INSIGNIA TECHNOLOGY SERVICES, LLC	IOMAXIS
IMMANUEL PRODUCTION GROUP, LLC	INSINGER MACHINE COMPANY, THE	ION CORPORATION
IMMEDIATE CREDIT RECOVERY, INC	INSITE TRAINING & DEVELOPMENT, INC.	IORMYX, INC.
IMMEDIATE MAILING SERVICES, INC.	INSMED INCORPORATED	IOSTUDIO, LLC
IMMEDIATE SYSTEM RESOURCES, INC	INSPECTION EXPERTS, INC.	IP CONSULTING INC.
IMMERSSION CONSULTING LLC	INSPIRE MEDICAL SYSTEMS, INC.	IP NETWORK SOLUTIONS INC.
IMMERSIVE CONCEPTS, LLC	INSTAFF SOLUTIONS, L.L.C.	IP-PLUS CONSULTING, INC.
IMMIXTECHNOLOGY, INC.	INSTALLATION SERVICES LLC	IPARAMETRICS, LLC
IMMUCOR, INC.	INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY	IPC, INC. (DBA: PLATINUMCODE)
IMPACT COMPUTERS & ELECTRONICS, INC.	INSTITUTE FOR DATA RESEARCH, INC.	IPINTEGRATION, INC.
IMPACT INNOVATIONS SYSTEMS INC.	INSTITUTE FOR DEFENSE AND BUSINESS	IPKEYS TECHNOLOGIES LLC
IMPACT PROMOTIONS, INC.	INSTITUTE FOR HEALTHCARE IMPROVEMENT	IPN WEB, INC.
IMPACT RECOVERY SYSTEMS, INC.	INSTITUTE FOR INDIVIDUAL AND ORGANIZATIONAL CHANGE, LLC THE	IPOWER LLC
IMPACT RESOURCES, INC.	INSTITUTE FOR THE FUTURE	IPSECURE INC.
IMPACT TRAINING SYSTEMS INC	INSTITUTIONS SERVICES, INC.	IPSEN BIOPHARMACEUTICALS, INC.
IMPACTOFFICE LLC	INSTRUCTUS MEDIA, LTD	IPSOS PUBLIC AFFAIRS, LLC
IMPAQ INTERNATIONAL LLC	INSTRUMENT SPECIALISTS, INC.	IQ BUSINESS GROUP, INC., THE
IMPATIENT COW PRODUCTIONS, INC.	INSURED MEDICAL SUPPLY INC (65II	IQ SOLUTIONS, INC.
IMPAX LABORATORIES INC.	INSUVI, INC.	IQUASAR LLC
IMPERIAL COMPUTER CORPORATION	INSYNC CONSULTING LLC	IRG PLOTTERS & PRINTERS, INC.
IMPLANT DIRECT SYBRON INTERNATIO	INSYS THERAPEUTICS, INC.	IRIDEX CORPORATION
IMPLANT RESOURCE INC (DBA: MEDICAL PRODUCTS RESOURCE)	INTACT TECHNOLOGY, INC.	IRIS COMMUNICATIONS LLC
IMPRES TECHNOLOGY SOLUTIONS, INC.	INTEC GROUP, INCORPORATED	IRIS HEALTH SOLUTIONS, LLC
IMPRESSION TECHNOLOGY	INTEC, LLC	IRIS INTELLIGENCE LIMITED
IMPROVEMENT PATH SYSTEMS, INC.	INTECON, LLC	IRIS LTD., INC.
IMPROVIX TECHNOLOGIES, INC.	INTECORP-SSSI JV	IRIS TECHNOLOGY CORPORATION
IMPYRIAN LLC	INTEGRA BIOSCIENCES CORP.	IRISE
IMS ENGINEERED PRODUCTS, LLC	INTEGRA GOVERNMENT SERVICES INTERNATIONAL LLC	IRISVISION, INC.
IMSOLUTIONS LLC	INTEGRA INFORMATION TECHNOLOGIES INC	IRON BOW TECHNOLOGIES, LLC
IN VIEW FURNITURE, INC.	INTEGRA, INC.	IRON BRICK ASSOCIATES, LLC
IN-SITU, INC	INTEGRAL CONSULTING INC.	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC
INA SOLUTIONS INC.	INTEGRAL CONSULTING SERVICES INCORPORATED	IRON VINE SECURITY LLC
INAEV CORPORATION	INTEGRATED AV SYSTEMS, LLC	IRONARCH TECHNOLOGY LLC
INALAB CONSULTING, INC	INTEGRATED COMPUTER SOLUTIONS, INC.	IRONCLAD TECHNOLOGY SERVICES LLC
INCADENCE STRATEGIC SOLUTIONS CORPORATION	INTEGRATED CONTROL SYSTEMS, INC.	IRONCOMPANY.COM, INC (DBA: IRON COMPANY)
INCAPSULATE, LLC	INTEGRATED DATA SERVICES INC	IRONHAWK TECHNOLOGIES, INC.
INCENTIVE TECHNOLOGY GROUP, LLC	INTEGRATED FEDERAL SOLUTIONS, INC.	IRONMOUNTAIN SOLUTIONS, INC.
INCENTIVEAMERICA, INC.	INTEGRATED FINANCE AND ACCOUNTING SOLUTIONS, LLC	IRONPLANET, INC.
INCIDENT CATERING SERVICES, LLC	INTEGRATED FINANCIAL ENGINEERING INC.	IRONSAFE LLC
INCIDENT COMMUNICATION SOLUTIONS, LLC	INTEGRATED HEALTHCARE SOLUTIONS,	IRVIN INTERNATIONAL, INC.
INCON INC.	INTEGRATED IT SOLUTIONS, INC.	IRVING BURTON ASSOCIATES, INC.
INCREDIBLE SUPPLY, LLC	INTEGRATED JUSTICE INFORMATION SYSTEMS INSTITUTE, INC.	IRWIN INTERNATIONAL, INC.
INCYTE CORPORATION	INTEGRATED LOGISTICS SERVICES, L.L.C.	IS, INC.
INDEPENDENCE BUNTING & FLAG CORP.	INTEGRATED MEDICAL SYSTEMS INTER	ISC CONSULTING GROUP, INC
INDEPENDENT ELEVATOR LLC	INTEGRATED MODULAR SOLUTIONS, LLC	ISENPAI
INDEPENDENT ENGINEERING	INTEGRATED NETWORK SOLUTIONS INC	ISES CORPORATION

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EVALUATION INC

INDEPENDENT FEEDING DEVICE, LLC	INTEGRATED PARCEL NETWORK	ISF INC
INDEPENDENT HARDWARE, INC.	INTEGRATED POWER SOURCES OF VIRGINIA, INC.	ISHPI INFORMATION TECHNOLOGIES, INC.
INDEPENDENT METAL STRAP CO INC	INTEGRATED RESOURCE TECHNOLOGIES, INC.	ISM SERVICES INCORPORATED
INDEPENDENT STATIONERS INC	INTEGRATED SCIENCE SOLUTIONS, INC.	ISMILE DENTAL PRODUCTS
INDEV	INTEGRATED SECURITY CORPORATION	ISMILE DENTAL PRODUCTS GROUP, IN
INDEX ANALYTICS LLC	INTEGRATED SECURITY SOLUTIONS, INC.	ISOFT SOLUTIONS, LLC
INDEX GROUP INC., THE	INTEGRATED SECURITY TECHNOLOGIES, INC.	ISOM EVENTS, LLC (DBA: ISOM GLOBAL STRATEGIES (IGS))
INDEX SYSTEMS INC.	INTEGRATED SOLUTIONS & SERVICES, INC.	ISOMETRICS, INC.
INDIANA FURNITURE INDUSTRIES, INC.	INTEGRATED SOLUTIONS AND SERVICES UNLIMITED, INC	ISOTEC SECURITY, INC
INDIANAPOLIS INDUSTRIAL PRODUCTS INC	INTEGRATED SOLUTIONS FOR SYSTEMS, INC.	ISOVAC PRODUCTS LLC
INDIGENOUS INTELLIGENCE, LLC	INTEGRATED SOLUTIONS MANAGEMENT, INC.	ISPA TECHNOLOGY, LLC
INDIGENOUS TECHNOLOGIES, LLC	INTEGRATED STAIR SYSTEMS INC. (DBA: COMPLETE ACCESS)	ISPA, INC.
INDIGO IT, LLC	INTEGRATED STATISTICS INCORPORATED	ISS ACTION, INC.
INDOFF, INCORPORATED	INTEGRATED SUPPORT SYSTEMS INC.	ISSAC CORP
INDRASOFT INC.	INTEGRATED SYSTEMS	ISSUES & ANSWERS NETWORK, INC.
INDUCTIVE MINDS L.L.C.	INTEGRATED SYSTEMS SOLUTIONS, INC.	ISYS, INCORPORATED
INDUS CORPORATION	INTEGRATED TECHNOLOGY SERVICES, INC.	ISYSTEMS GROUP, INC.
INDUS SECURE NETWORK SOLUTIONS, LLC	INTEGRATED VETERANS SERVICES, L.L.C.	IT CADRE LLC
INDUS TECHNOLOGY INC.	INTEGRATED WORK STRATEGIES LLC	IT CONCEPTS, INC.
INDUSSOFT TECHNOLOGIES INC.	INTEGRATEIT LLC	IT DATA CONSULTING L.L.C.
INDUSTRIAL BAG & SPECIALTIES INC.	INTEGRATION INNOVATION, INC.	IT DIVISION INC. (DBA: APEIRO TECHNOLOGIES)
INDUSTRIAL ECONOMICS, INCORPORATED	INTEGRATION TECHNOLOGIES GROUP, INC.	IT FEDERAL SALES LLC
INDUSTRIAL HYGIENE RESOURCES, LTD	INTEGRIGUARD, LLC	IT LANGUAGE INC.
INDUSTRIAL MAINTENANCE, INC	INTEGRITY CONSULTING ENGINEERING & SECURITY SOLUTIONS LLC	IT LINK CORPORATION
INDUSTRIAL MEDIUM INCORPORATED	INTEGRITY CONSULTING SOLUTIONS LLC	IT MANAGEMENT CORPORATION
INDUSTRIAL SAFETY SOLUTIONS CORPORATION	INTEGRITY CORPORATION, INC.	IT NOBLE, INC.
INDUSTRIAL STEAM CLEANING, INC.	INTEGRITY MANAGEMENT CONSULTING, INC	IT OUTLET, INC.
INDUSTRIAL SUPPLY COMPANY INC.	INTEGRITY MANAGEMENT SERVICES, INC.	IT PARTNERS, INC.
INDUSTRIAL WATER ENGINEERING, INC	INTEGRITY MARKETING SOLUTIONS, LLC	IT RESOURCE SOLUTIONS.NET, INC.
INDUSTRIES FOR THE BLIND, INC.	INTEGRITY NATIONAL CORPORATION	IT SHOWS, INC.
INDUSTRIES ROUILLARD INC, LES	INTEGRITY SERVICES, INC	IT SUPPORT LLC
INDYNE, INC.	INTEGRITYONE PARTNERS, INC.	IT-CNP, INC.
INERT PRODUCTS, LLC	INTEGRIWARD, LLC	IT-STRAT-AEEC LLC
INFAB CORPORATION	INTEK INC.	ITA INTERNATIONAL, LLC
INFAPRO CORPORATION	INTEK MARINE TECHNOLOGY, LLC	ITA-MED CO. (DBA: ITA MED)
INFICARE, INC.	INTELIPATH SERVICES GROUP, INC.	ITAMAR MEDICAL, INC.
INFICON INC.	INTELLECT SOLUTIONS, LLC	ITCON SERVICES LLC
INFINISOURCE CONSULTING SOLUTIONS INC	INTELLECTECHS, INC.	ITCONNECT INCORPORATED
INFINITE COMPUTER GROUP LLC	INTELLECTUAL CONCEPTS, LLC	ITECH DEVICES, INC.
INFINITE GROUP, INC.	INTELLEKT GROUP, LLC, THE	ITEGRITY, INC.
INFINITE TECHNOLOGIES, INC.	INTELLICOG, INC.	ITELLECT LLC
INFINITY CONFERENCE GROUP INC	INTELLIDYNE, L.L.C.	ITERO GROUP, LLC
INFINITY DIRECT, INC.	INTELLIGENCE CONSULTING PARTNERS, ICP LLC	ITFRASTRUCTURE, INC.
INFINITY SOFTWARE DEVELOPMENT, INC.	INTELLIGENCE, COMMUNICATIONS AND ENGINEERING, INC	ITI SOLUTIONS INC

GSA eLibrary Contractor Listing

INFINITY SUPPORT SERVICES, INC.	INTELLIGENESIS, LLC	UTILITY, L.L.C.
INFINITY TECHNOLOGY, LLC	INTELLIGENT COMPUTER SOLUTNS INC.	ITIN SCALE CO., INC.
INFLATABLE 2000, INC.	INTELLIGENT CONSULTING LLC	ITNOVA, LLC
INFLATABLE FUSION	INTELLIGENT DATA INCORPORATED	ITS SOLUTIONS, INC.
INFLEXION MANAGEMENT SCIENCES, LLC	INTELLIGENT DECISION SYSTEMS, INC.	ITSVAVY LLC
INFO GAIN CONSULTING LLC	INTELLIGENT DIRECT, INC.	ITSC SECURE SOLUTIONS, LLC
INFO SOFT SYSTEMS, INC.	INTELLIGENT ENTERPRISE SOLUTIONS, LLC	ITSI INTERNATIONAL TURBO SYSTEMS, INC
INFO-TECH RESEARCH GROUP INC.	INTELLIGENT FISCAL OPTIMAL SOLUTIONS LLC	ITSQUEST INC
INFOCAP NETWORKS LLC	INTELLIGENT NETWORK SECURITY LLC	ITSTARS2, LLC
INFOGROUP INC.	INTELLIGENT WAVES LLC	IVANTIS GROUP, INC.
INFOMATICS CORPORATION	INTELLINET CORPORATION	IVEDIX INC
INFONARUS, LLC	INTELLIPOINT CONSULTING INC	IVISION INC
INFOPEOPLE CORPORATION	INTELLISOLUTIONS, INC.	IVIZ GROUP, INC.
INFOPOINT LLC	INTELLISPRING TECHNOLOGIES INC.	IVOCALAR VIVADENT INC.
INFOPRO SYSTEMS, INC.	INTELLITECH SYSTEMS INC	IVORY CLOUD LLC
INFOR500 LLC	INTELLIWARE SYSTEMS, INC.	IVS, INC.
INFORELIANCE LLC	INTELLIX SOLUTIONS, LLC	IVY PLANNING GROUP, LLC
INFORMA BUSINESS INTELLIGENCE, INC.	INTELLIZANT LLC	IWORKS CORPORATION
INFORMATICS APPLICATIONS GROUP, INC., THE	INTELSAT GENERAL COMMUNICATIONS LLC	IYKA ENTERPRISES, INC.
INFORMATICS STUDIO INC	INTENSA, INC.	IZAR ASSOCIATES, INC.
INFORMATION ANALYSIS INCORPORATED	INTENTIONAL LEADERSHIP, INC. (DBA: 4-D SYSTEMS, FOUR-DIMENSIONAL LEADERSHIP)	

Solicitation Process

While it is the desire of Sourcewell to meet our members' procurement requirements, it is ultimately our members' responsibility to interpret local purchasing laws to determine their own ability to access and utilize Sourcewell contracts.

Our rigorous request for proposal (RFP) process is continuously being refined to meet the changing needs of our members. The desired result is a national, competitively solicited procurement and contract process that is not only valued by members but meets or exceeds their requirements—offering exceptional products and services from nationally acclaimed vendors.

1. Identify Member Needs and Research Solutions

Sourcewell identifies areas of need through daily member interactions and advisory committees, then researches the best approach for each offering.

2. Seek Authorization from Sourcewell's Board of Directors

After establishing the existence of member needs and a viable industry solution, permission from the publicly elected Sourcewell Board of Directors is sought to officially begin the development of the solicitation and overall procurement process.

3. Draft Solicitation, Public Advertisement, and Notice

Our solicitation document is the cornerstone of cooperative contract purchasing. The consistency of the solicitation document, its response forms and evaluation criteria, are some of our greatest assets.

Sourcewell advertises each RFP:

- In print and online: [Salt Lake News](#) (Utah), [USA Today](#) (National), [Daily Journal of Commerce](#) (Oregon), [The State](#) (South Carolina)
- On the Sourcewell website
- On e-commerce sites: [Biddingo](#), [MERX](#), [Onvia](#), [PublicPurchase](#)

We also notify each state procurement department for re-posting of the solicitation within their system at their option.

4. Conduct Pre-Proposal Conference, Followed by Receipt of Responses

Proposers are typically given five to six weeks from the advertisement of the RFP to respond. A Pre-Proposal Conference is conducted to answer questions and provide clarification. An addendum may be issued as necessary.

For accuracy, Sourcewell time and date stamps each Proposal immediately upon receipt at our office in Staples, MN. Sourcewell conducts a public opening of the proposals received at the time, date, and place specified in the RFP.

5. Evaluate Responses

Evaluation begins at the proposal opening by determining the responsiveness of each proposal. The final evaluation is conducted using the "Proposal Evaluation" form defined in the RFP (Form G). [Click here for an example.](#)

6. Provide Recommendation to Chief Procurement Officer (CPO)

Recommendations of the evaluation committee are presented to the CPO for final review and possible award. The CPO has the final authority to issue or deny a procurement contract.

7. Award Vendors

Upon approval by the CPO, the recommended vendor is awarded a four-year contract term with the potential for an additional one-year extension at the discretion of Sourcewell. The Procurement Department sends Notice of Award or Non-Award to all respondents via email.

8. Posting and Reviewing Approved Contract Documents

A complete procurement file is maintained by Sourcewell, and contract documentation is posted on our website for review by our members and are periodically reviewed for compliance and effectiveness. Vendors are allowed to seek price and product changes upon the approval from Sourcewell.

NASPO ValuePoint



NASPO ValuePoint is a cooperative purchasing program that started in 1992 in order to facilitate public procurement solicitations and agreements using a lead-state model.

NASPO is a non-profit organization dedicated to providing State Chief Procurement Officers with the support and procurement resources they need.

NASPO ValuePoint provides the highest standard of excellence in public cooperative contracting. By leveraging the leadership and expertise of all 50 states and the purchasing power of their public entities, NASPO ValuePoint delivers the highest valued, reliable and competitively sourced contracts - offering public entities outstanding prices.

Since 1993 NASPO ValuePoint has been the cooperative purchasing arm of NASPO (the National Association of State Procurement Officials) encouraging, fostering and guiding the nation's most significant public contract cooperative.

NASPO is made up of the directors of the central purchasing offices of all 50 states, District of Columbia and territories of the United States. The NASPO purchasing officials provide leadership for professional public purchasing, improve the quality of purchasing and procurement, exchange information, and cooperate to attain greater efficiency and economy.

NASPO ValuePoint awards master agreements which are available to all 50 states, their political subdivisions, and other eligible entities. NASPO ValuePoint provides the highest standard of excellence in public cooperative contracting. By leveraging the leadership and expertise of all states with the purchasing power of their public entities, NASPO ValuePoint delivers best value, reliable, competitively sourced contracts that offer public entities outstanding pricing and value adds.

NASPO ValuePoint cooperative Contract Portfolios include contracts from multiple contractors, so an agency can work with the contractor that is best suited for their agency.

Sample Contract Portfolio:

Audio Video Equipment and Supplies (2019 - 2024) - 30-September-2022

Auto Parts - Immediate Need Aftermarket (2016 -2021) - 19-July-2021

Auto Parts - OEM & Aftermarket (2015 - 2020) - 31-December-2020

Automatic External Defibrillator (AED) & Accessories (2017 - 2022) - 04-October-2020

Best Value Contracting Process (2011 - 2020) - 08-September-2020

Body Armor (2016 - 2021) - 15-March-2021

Child Safety Seats (2019-2024) - 30-April-2022

Cloud Solutions (2016 - 2026) - 15-September-2026

Commercial Card Services (2014 - 2020) - 31-December-2020

Commercial Card Services (2021 - 2027) - 31-December-2027

Computer Equipment, Peripherals & Related Services (2015 - 2021) - 31-July-2021

Computer Premium Savings Package (2017 - 2021) - 31-July-2021

Construction Equipment (2018 - 2023) - 10-April-2021

Copiers & Managed Print Services (2019 - 2024) - 31-December-2021

Data Breach & Credit Monitoring Services (2016 - 2021) - 22-February-2021

Data Communications (2019 - 2026) - 01-October-2024

Data Communications Products & Services (2014 - 2020) - 31-May-2021

Digital Print & Quick Copy Services (2016 - 2021) - 31-July-2021

Electronic Monitoring (2013 - 2022) - 31-December-2021

eProcurement Solutions (2011 - 2021) - 29-June-2021

Facilities MRO and Industrial Supplies (2018 - 2023) - 30-June-2023

Sourcewell

Can help save time and money by combining the buying power of 50,000 government, education, and nonprofit organizations. Simply pick the appropriate contract or supplier—we do the rest.

Sourcewell holds hundreds of competitively solicited cooperative contracts ready for use. Choose from a wide array of products and services, or work with in-house specialists to find the solution that fits your needs. We award contracts at the manufacturing level, but they can be leveraged locally to support your local dealer.

Cooperative Purchasing

Save time and money by purchasing from our ready-to-use, competitively solicited contracts.

Cooperative purchasing is “Procurement conducted by, or on behalf of, one or more Public Procurement Units” as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Sourcewell's analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Our rigorous process is continually refined to best meet the needs of participating agencies and allows us to offer exceptional products from nationally acclaimed suppliers.

Some of our contracts Include:

- Administrative Services
- Athletics & Playgrounds
- Construction Contracting
- Constructin Equipment
- Facilities
- Fleet & Related
- Food
- Grounds & Agriculture
- Office & Technology

OMNIA Partners

Public Sector

- State Government, Local Government, Higher Education, K-12 Education, Nonprofit Organizations

Providing Local Governments Power, Access and Trust

OMNIA Partners is the cooperative purchasing organization that is driving excellence in local government procurement. Its unmatched breadth of competitively-solicited contracts from world-class suppliers streamlines the purchasing process and helps local government agencies achieve their strategic goals.

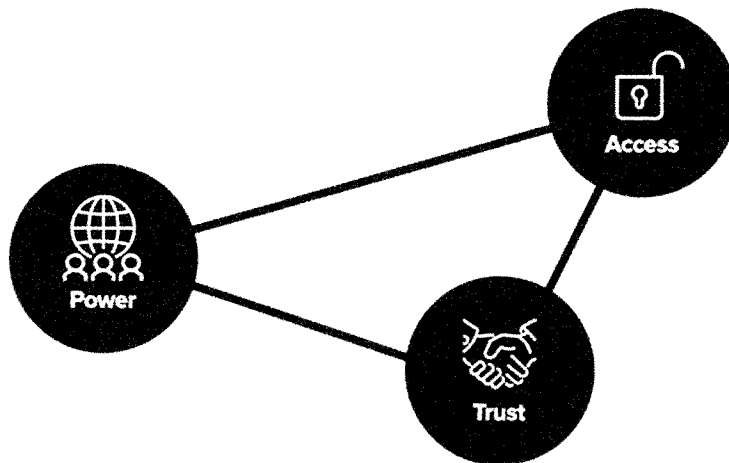
We provide local governments the power to deliver value to their organizations through access to a competitive procurement process and suppliers they can trust.

Utilizing the lead public agency contracting model local governments rely upon as best practice, OMNIA Partners brings compliance, maximum value and unparalleled efficiencies to the purchasing process.



With OMNIA Partners, government agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from OMNIA Partners have been competitively solicited by a lead public agency and meet our rigorous cooperative standards and supplier commitments. Each supplier pledges to deliver their best overall government pricing so that you can purchase with confidence.

Our programs deliver savings in time and dollars:



- **No Cost to Participate:** there is no cost to register, no commitments and no minimum orders.
- **Best Value:** by combining the cooperative purchasing power of 87,000 public agencies, suppliers commit to providing their highest valued programs.
- **Quality Brands:** we offer thousands of the best products in a wide variety of categories, services and solutions.
- **Oversight by Public Purchasing Professionals:** third-party audits ensure program pricing commitments are met while we provide ongoing program leadership and direction.

A Sampling of Our Suppliers





Technology » Software » Supplies » Instructional » Facilities » Furniture » Ed Resources » Athletic Equipment »

Almost all CalSave contracts are bid and awarded by the Monterey County Office of Education (MCOE), whose Superintendent of Schools is elected by the citizens of Monterey County and has authority under the California Constitution to award contracts. MCOE follows procedures under the California Public Contract Code for bidding and also invokes authorities under the California Education Code and California Government Code. Some award categories — such as books, instructional materials, and professional advice — are exempt from bidding under law. In these cases, MCOE enters into competitive negotiations before awarding contracts. Bids are piggybackable by other school districts and other government agencies on the authority of PCC 20118 and Government Code 6500 and 6502.

To bring you your favorite brands under a competitive bid, the Monterey County Office of Education (MCOE) uses innovative sourcing methods. It leverages the potential for a large demand and need for products by cooperating with purchasing cooperatives in other states. Suppliers, eager to sell into this pool of demand, respond with their best bid pricing for all participating cooperatives. However, all awards for California are made locally in California by MCOE, to ensure conformance with California law following the procedures spelled out in the state's Public Contract Code, including advertising the bid in a newspaper of general circulation in the county where the initiating agency is located.

In some cases, a single statewide bid is more advantageous because it can remove ambiguities related to ordering, shipping, and specifications. In these cases, MCOE issues a request for bids independently and will sometimes act as the lead for software licensees under master agreements.

As a result of this innovative sourcing, you'll find all of your favorite brands including Acer, Adobe, Hewlett-Packard, and Microsoft. You can access competitively bid catalog bids from CDGW and MNJ. Shop your favorite vendors, including School Specialty and SchoolDude. This website links you to a huge selection of classroom hardware, software, instructional materials, professional development resources and more, all available at lower prices through the CalSAVE program. Quality is assured as every product on this site meets content and pricing criteria specified in contract terms and conditions.

With more than 20 years of cooperative purchasing experience, CalSave has proven itself as a major channel to savings and efficiency for schools and public agencies in California and neighboring states.

CalSave is sponsored by the Monterey County Office of Education. Launched in November 1999, as C-SMART, CalSave was originally funded by the California Department of Education (CDE) as one of the initiatives under the Department's Statewide Educational Technology Services (SETS) program.

Eventually, with MCOE as the lead bidding agency, CalSave became a self-sufficient and self-funded cooperative with administrative and technology support from the Epylon Corporation.

Today more than 700 school districts and public agencies use one or more of the MCOE contracts managed by CalSAVE in any given year.

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

11-06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Date: July 27, 2020

Subject: **Multi-Function Copiers, Related Products, and Services
Piggyback for Office Equipment and Related Technology and Services Contract SUHSD R6-2019 through Shasta Union High School District**

Staff Analysis: California Public Contract Code (PCC) 20018 authorizes school districts to order against competitive bids prepared by other school districts (commonly referred to as "piggyback") and public agencies, provided such authority is granted by the Board of Education and the originating agency at the time of the bid preparation and award of contract. Pursuant to the same code, these public agencies include any public corporation or agency, including any county, city, town or district.

In August of 2018 the Board of Trustees approved the District piggyback on contract #A77-2013 through Shasta Union High School District. Shasta has once again awarded the Ray Morgan Company (RMC) another five (5) year contract, and in order to continue to support District needs of related multi-function copiers, products, and services, the District is requesting approval to piggyback on contract #SUHSD R6-2019 reissued through Shasta Union High School District. RMC has demonstrated to be a reliable partner and service provider in the time the District has worked with them. Currently the District has multiple multi-function copiers that are supported by RMC, and that are due for renewal and or replacement. Because of RMC's reliability, great service, and cost savings, the District would like to continue with this partnership.

Recommendation: Staff recommends the Board of Trustees approve the use of the above mentioned piggyback contract and any applicable extensions through Shasta Union High School District, and authorizes the District to enter into contract with Ray Morgan Company (RMC) for the lease/purchase of multi-function copiers, related products, and services.

Full piggyback proposal is available for review in the Purchasing Department.

Submitted by: Maria J. Martinez *M.M.* Title: Procurement Manager
Approved by: Kolvira Chheng *K* Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: August 13, 2020

Recommended Approval

11-06
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Purchasing Department (School/Dept.) VENDOR NO. 21344

Submitted by: Maria Martinez

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: Ray Morgan Company (RMC)

Address: 470 Boulder Ct. Suite A City: Pleasanton State: CA Zip: 94588

Phone: (925) 400-4176 Email Address: cpicone@raymorgan.com

SSN: _____ or Fed I.D. #: 80-0736182

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date May 31, 2025
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

Piggyback through Shasta Union High School District contract #R6-2019 for the lease and or purchase of multi-function copiers, related products, and services as needed district wide.

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

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

 X b. **Other:** \$ _____ (describe rate agreement) Cost dependent on type and model of equipment needed. Funding dependent on site/department and from various sources such as general fund and or categorical.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
			various	sources	from	sites or	departments				

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

Canon Category 1



SKU	Size / Speed A3 / 25ppm	Base Unit Make/Model	FMV Buyout	8%	10%	12.50%	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
3327C001AA		ImageRUNNER ADVANCE 4525i III	Purchase Price \$2,323.53	5 Year Lease \$50.89	4 Year Lease \$60.18	3 Year Lease \$71.80	\$ 0.090 Black
		List any deviations from required specs:	No deviations				
1430C003BA		Single Pass DADF-A1	\$984.00	\$21.55	\$25.49	\$30.41	
1428C003AA		DADF-AV1	\$458.18	\$10.03	\$11.87	\$14.16	
0606C001AA		Platen Cover Type W	\$74.12	\$1.62	\$1.92	\$2.29	
1420C002AA		High Capacity Cassette Feeding Unit-B1	\$945.00	\$20.70	\$24.48	\$29.20	
1419C002AA		Cassette Feeding Unit-AN1	\$751.11	\$16.45	\$19.45	\$23.21	
2299C001AA		Cabinet Type-Q	\$143.33	\$3.14	\$3.71	\$4.43	
0607C002AA		Paper Deck Unit-F1	\$1,296.00	\$28.38	\$33.57	\$40.05	
1421C001AA		FL Cassette-BC1 (replacement for cassette 1)	\$67.78	\$1.48	\$1.76	\$2.09	
1421C002AA		FL Cassette-BD1 (replacement for cassette 2, 3, 4)	\$67.78	\$1.48	\$1.76	\$2.09	
3665B001AB		Envelope Feeder Attachment-D1	\$125.70	\$2.75	\$3.26	\$3.88	
1422C001AA		Inner 2Way Tray-L1	\$56.47	\$1.24	\$1.46	\$1.74	
1423C002AA		Inner Finisher-J1	\$678.89	\$14.87	\$17.58	\$20.98	
1424C002AA		Inner 2/3 Hole Puncher-C1	\$420.00	\$9.20	\$10.88	\$12.98	
0613C002AA		Staple Finisher-Y1	\$1,480.88	\$32.43	\$38.35	\$45.76	
0614C002AA		Booklet Finisher-Y1	\$2,328.78	\$51.00	\$60.32	\$71.96	
1426C001AA		Buffer Pass Unit-N1	\$188.89	\$4.14	\$4.89	\$5.84	
0126C001AA		2/3 Hole Puncher Unit-A1	\$492.22	\$10.78	\$12.75	\$15.21	
0165C001AA		Utility Tray-B1	\$42.67	\$0.93	\$1.11	\$1.32	
1266V426		USB Keyboard (Cherry)	\$104.00	\$2.28	\$2.69	\$3.21	
4784B001AA		Copy Card Reader-F1	\$252.00	\$5.52	\$6.53	\$7.79	
3684B005AA		Copy Card Reader Attachment-B5	\$56.00	\$1.23	\$1.45	\$1.73	
4781B001AA		Canon Card Set-A1 (1-30)	\$107.56	\$2.36	\$2.79	\$3.32	
4781B002AA		Canon Card Set-A2 (31-100)	\$237.75	\$5.21	\$6.16	\$7.35	
4781B003AA		Canon Card Set-A3 (101-200)	\$321.47	\$7.04	\$8.33	\$9.93	
4781B004AA		Canon Card Set-A4 (201-300)	\$321.47	\$7.04	\$8.33	\$9.93	
4781B005AA		Canon Card Set-A5 (301-500)	\$641.89	\$14.06	\$16.63	\$19.83	
4781B006AA		Canon Card Set-A6 (501-1000)	\$1,605.41	\$35.16	\$41.58	\$49.61	
7518A004AA		Braille Label Kit-F1	\$33.33	\$0.73	\$0.86	\$1.03	
1095B001AA		ADF Access Handle-A1	\$126.67	\$2.77	\$3.28	\$3.91	
3726B001AA		Copy Control Interface Kit-A1	\$36.00	\$0.79	\$0.93	\$1.11	
1348V957		Convenience Stapler-A1 (White)	\$240.00	\$5.26	\$6.22	\$7.42	
2212V477		Universal Keyboard Stand-A1	\$200.00	\$4.38	\$5.18	\$6.18	
2212V478		Card Reader Assembly for Universal Keyboard St	\$53.33	\$1.17	\$1.38	\$1.65	
4821B003AA		PCI International Font Set-A1	\$350.67	\$7.68	\$9.08	\$10.84	
3999B004AA		Barcode Printing Kit-D1e	\$560.00	\$12.26	\$14.50	\$17.30	
8581B002AA		Universal Send Trace & Smooth PDF Kit-A1	\$325.41	\$7.13	\$8.43	\$10.06	
1326B013AA		Universal Send Digital User Signature Kit-C1e	\$634.04	\$13.89	\$16.42	\$19.59	
0166C007CA		Super G3 FAX Board-AS2	\$544.00	\$11.91	\$14.09	\$16.81	
0167C007AA		Super G3 2nd Line Fax Board-AS2	\$366.67	\$8.03	\$9.50	\$11.33	
0168C004AA		Super G3 3rd/4th Line Fax Board-AS2	\$732.64	\$16.04	\$18.98	\$22.64	

HP Category 1

Manufacture ID	Size / Speed	Item Description	Shasta Pricing	60 Month FMV	48 Month FMV	36 Month FMV	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
X3A67A	B&W A3 / 25ppm	Base Engine for E72525dn	\$ 2,556.16	\$ 55.98	\$ 66.20	\$ 78.99	\$0.0130
X3A60A	B&W A3 / 25ppm	Speed Option for E72525dn	\$ 0.28	\$ 0.01	\$ 0.01	\$ 0.01	\$0.0130
X3A70A	B&W A3 / 25ppm	Base Engine for E72525z	\$ 3,336.94	\$ 73.08	\$ 86.43	\$ 103.11	\$0.0130
X3A59A	B&W A3 / 25ppm	Speed Option for E72525z	\$ 0.28	\$ 0.01	\$ 0.01	\$ 0.01	\$0.0130
X3A67A	B&W A3 / 25ppm	Base Engine for E72525dn	\$ 2,556.16	\$ 55.98	\$ 66.20	\$ 78.99	\$0.0130
X3A63A	B&W A3 / 30ppm	Speed Option for E72530dn	\$ 372.37	\$ 8.15	\$ 9.64	\$ 11.51	\$0.0098
X3A70A	B&W A3 / 25ppm	Base Engine for E72525z	\$ 3,336.94	\$ 73.08	\$ 86.43	\$ 103.11	\$0.0130
X3A62A	B&W A3 / 30ppm	Speed Option for E72530z	\$ 372.37	\$ 8.15	\$ 9.64	\$ 11.51	\$0.0098
X3A67A	B&W A3 / 25ppm	Base Engine for E72525dn	\$ 2,556.16	\$ 55.98	\$ 66.20	\$ 78.99	\$0.0130
X3A66A	B&W A3 / 25ppm	Speed Option for E72535dn	\$ 744.74	\$ 16.31	\$ 19.29	\$ 23.01	\$0.0098
X3A70A	B&W A3 / 25ppm	Base Engine for E72525z	\$ 3,336.94	\$ 73.08	\$ 86.43	\$ 103.11	\$0.0130
X3A65A	B&W A3 / 35ppm	Speed Option for E72535z	\$ 744.74	\$ 16.31	\$ 19.29	\$ 23.01	\$0.0098
		List any deviations from required specs:		No deviations			
Y1G17A		Cabinet	\$ 234.23	\$ 5.13	\$ 6.07	\$ 7.24	
Y1F97A		Dual Cassette 2 X 520 sheets	\$ 576.58	\$ 12.63	\$ 14.93	\$ 17.82	
Y1F99A		2000 sheet High Capacity Input	\$ 1,096.65	\$ 24.02	\$ 28.40	\$ 33.89	
Y1G23A		2nd Exit - See definitions for requirement	\$ 55.44	\$ 1.21	\$ 1.44	\$ 1.71	
Y1G24A		Spacer (see definitions)	\$ 92.40	\$ 2.02	\$ 2.39	\$ 2.86	
Y1G00A		Inner finisher	\$ 857.47	\$ 18.78	\$ 22.21	\$ 26.50	
Y1G18A		External stapler/stacker finisher -3000 sheets	\$ 1,321.61	\$ 28.94	\$ 34.23	\$ 40.84	
Y1G07A		Booklet maker finisher	\$ 2,231.35	\$ 48.87	\$ 57.79	\$ 68.95	
Y1G02A		Hole punch - 2/3 for inner fin.	\$ 514.50	\$ 11.27	\$ 13.33	\$ 15.90	
Y1G10A		Hole punch - 2/3 for external fin.	\$ 514.50	\$ 11.27	\$ 13.33	\$ 15.90	
CC487A		Fax	\$ 347.32	\$ 7.61	\$ 9.00	\$ 10.73	
B5L28A		Internal USB Ports	\$ 41.94	\$ 0.92	\$ 1.09	\$ 1.30	
B5L29A		Secure High Performance Hard Disk Drive	\$ 615.61	\$ 13.48	\$ 15.94	\$ 19.02	
B5L31A		Foreign Interface Harness	\$ 114.72	\$ 2.51	\$ 2.97	\$ 3.54	
CC543B		Smartcard US Govt Niprnet Solution	\$ 438.14	\$ 9.60	\$ 11.35	\$ 13.54	
CZ208A		AC USB Proximity Reader	\$ 198.61	\$ 4.35	\$ 5.14	\$ 6.14	
F5S62A		Trusted Platform Module Print Accessory	\$ 116.65	\$ 2.55	\$ 3.02	\$ 3.60	
F8B30A		Smartcard US Govt Signet Solution	\$ 492.24	\$ 10.78	\$ 12.75	\$ 15.21	
J8030A		Jetdirect 3000w NFC/Wireless Accessory	\$ 72.79	\$ 1.59	\$ 1.89	\$ 2.25	
J8031A		Jetdirect 2900nw Print Server	\$ 183.82	\$ 4.03	\$ 4.76	\$ 5.68	
X3D03A		USB Universal Card Reader	\$ 198.61	\$ 4.35	\$ 5.14	\$ 6.14	
Y1G15A		Job Separator	\$ 74.00	\$ 1.62	\$ 1.92	\$ 2.29	

Ricoh Category 1

Manufacture ID	Item Description	Shasta Pricing	60 Month FMV	48 Month FMV	36 Month FMV	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
407983	B&W - A4 RICOH SP 325SFNW	\$ 238.14	\$ 6.56	\$ 7.46	\$ 9.09	\$0.0178 Black
408155	B&W - A4 RICOH SP 377SFNWx	\$ 325.36	\$ 9.78	\$ 11.13	\$ 13.56	\$0.0178 Black
417434	B&W - A4 Ricoh MP 305SPF	\$ 1,333.00	\$ 34.60	\$ 39.39	\$ 47.99	\$0.0178 Black
	List any deviations from required specs:		No deviations			
417438	Paper Feed Unit PB1090 (1 x 500 Sheets)	\$ 192.00	\$ 4.21	\$ 4.79	\$ 5.84	
52551	Cabinet Type H	\$ 62.00	\$ 1.36	\$ 1.55	\$ 1.88	
417111	Optional Counter Interface Unit Type M12	\$ 33.32	\$ 0.74	\$ 0.83	\$ 1.01	
417446	Fax Connection Unit Type M15	\$ 124.00	\$ 2.71	\$ 3.10	\$ 3.77	
417440	XPS Direct Print Option Type M15	\$ 48.00	\$ 1.05	\$ 1.20	\$ 1.46	
417428	OCR Unit Type M13	\$ 137.00	\$ 3.01	\$ 3.42	\$ 4.17	

413009		Unicode Font Package for SAP 1 Device License	\$	262.64	\$	6.04	\$	7.10	\$	8.87
417666		NFC Card Reader Type M15	\$	140.00	\$	3.07	\$	3.50	\$	4.25
416372		Certified DataOverwrite Security System Type I	\$	225.40	\$	4.94	\$	5.63	\$	6.85
416436		BARCODE & OCR - SD CARD TYPE D	\$	221.00	\$	5.09	\$	5.97	\$	7.47
416391		Copy Data Security Unit Type G	\$	368.48	\$	8.09	\$	9.19	\$	11.20

Manufacture ID		Item Description	Shasta Pricing	60 Month FMV	48 Month FMV	36 Month FMV	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
417920	A3 - 25ppm	RICOH MP 2555SP AD (ARDF)	2,257.00	\$51.01	\$58.46	\$69.74	\$0.179 Black
417928	A3 - 25ppm	RICOH MP 2555ASP (SPDF)	2,492.00	\$56.32	\$64.54	\$77.00	\$0.179 Black
417921	A3 - 30ppm	RICOH MP 3055SP AD (ARDF)	3,010.00	\$68.03	\$77.96	\$93.01	\$0.178 Black
417929	A3 - 30ppm	RICOH MP 3055ASP (SPDF)	3,290.00	\$74.35	\$85.21	\$101.66	\$0.178 Black
		List any deviations from required specs:		No deviations			
408114		PAPER FEED UNIT PB3250	257.00	\$5.81	\$6.66	\$7.94	
416737		CASTER TABLE TYPE M3	123.00	\$2.78	\$3.19	\$3.80	
417268		PAPER FEED UNIT PB3220	511.00	\$11.55	\$13.23	\$15.79	
408116		LCIT PB3260	678.00	\$15.32	\$17.56	\$20.95	
416548		RICOH PAPER BANK LCIT RT3030	856.00	\$19.35	\$22.17	\$26.45	
416550		INTERNAL SHIFT TRAY SH3070	192.00	\$4.34	\$4.97	\$5.93	
417585		1 BIN TRAY BN3110	253.00	\$5.72	\$6.55	\$7.82	
417593		INTERNAL FINISHER SR3180	391.00	\$8.84	\$10.13	\$12.08	
417589		INTERNAL FINISHER SR3130	395.00	\$8.93	\$10.23	\$12.21	
416615		PUNCH UNIT PU3040 NA	418.00	\$9.45	\$10.83	\$12.92	
417483		FINISHER SR3210	736.00	\$16.63	\$19.06	\$22.74	
417484		FINISHER SR3220 (1000 SHEET)	1,551.00	\$35.28	\$40.43	\$48.23	
416609		PUNCH UNIT PU3050 NA	339.00	\$7.66	\$8.78	\$10.48	
417587		BRIDGE UNIT BU3070	141.00	\$3.19	\$3.65	\$4.36	
417493		IEEE 802.11A/G/N INTERFACE UNIT TYPE M19	312.00	\$7.05	\$8.08	\$9.64	
417875		POSTSCRIPT3 UNIT TYPE M29	313.00	\$7.07	\$8.11	\$9.67	
417508		FILE FORMAT CONVERTER TYPE M19	305.00	\$6.89	\$7.90	\$9.42	
417428		OCR UNIT TYPE M13	145.00	\$3.28	\$3.76	\$4.48	
417865		FAX OPTION TYPE M29	590.00	\$13.33	\$15.28	\$18.23	
417860		FAX CONNECTION UNIT TYPE M29	127.00	\$2.87	\$3.29	\$3.92	
417868		G3 INTERFACE UNIT TYPE M29	376.00	\$8.50	\$9.74	\$11.62	
MX417518RA		FAX MEMORY UNIT TYPE M19 64MB	31.00	\$0.70	\$0.80	\$0.96	

Canon Category 2



SKU	Size / Speed	Base Unit Make/Model	FMV Buyout	5 Year Lease	4 Year Lease	10%	12.50%
3326C001AA	A3 / 35ppm	ImageRUNNER ADVANCE 4535i III	Purchase Price \$3,206.67	\$70.23	\$83.05		
List any deviations from required specs:							
1430C003BA		Single Pass DADF-A1	No Deviations				
1428C003AA		DADF-AV1	\$984.00	\$21.55	\$25.49		\$30.41
0606C001AA		Platen Cover Type W	\$458.18	\$10.03	\$11.87		\$14.16
1420C002AA		High Capacity Cassette Feeding Unit-B1	\$74.12	\$1.62	\$1.92		\$2.29
1419C002AA		Cassette Feeding Unit-AN1	\$945.00	\$20.70	\$24.48		\$29.20
2299C001AA		Cabinet Type-Q	\$751.11	\$16.45	\$19.45		\$23.21
0607C002AA		Paper Deck Unit-F1	\$143.33	\$3.14	\$3.71		\$4.43
1421C001AA		FL Cassette-BC1 (replacement for cassette 1)	\$1,296.00	\$28.38	\$33.57		\$40.05
1421C002AA		FL Cassette-BD1 (replacement for cassette 2, 3, 4)	\$67.78	\$1.48	\$1.76		\$2.09
3665B001AB		Envelope Feeder Attachment-D1	\$67.78	\$1.48	\$1.76		\$2.09
1422C001AA		Inner 2Way Tray-L1	\$125.70	\$2.75	\$3.26		\$3.88
1423C002AA		Inner Finisher-J1	\$56.47	\$1.24	\$1.46		\$1.74
1424C002AA		Inner 2/3 Hole Puncher-C1	\$678.89	\$14.87	\$17.58		\$20.98
0613C002AA		Staple Finisher-Y1	\$420.00	\$9.20	\$10.88		\$12.98
0614C002AA		Booklet Finisher-Y1	\$1,480.88	\$32.43	\$38.35		\$45.76
1426C001AA		Buffer Pass Unit-N1	\$2,328.78	\$51.00	\$60.32		\$71.96
0126C001AA		2/3 Hole Puncher Unit-A1	\$188.89	\$4.14	\$4.89		\$5.84
0155C001AA		Utility Tray-B1	\$492.22	\$10.78	\$12.75		\$15.21
1266V426		USB Keyboard (Cherry)	\$42.67	\$0.93	\$1.11		\$1.32
4784B001AA		Copy Card Reader-F1	\$104.00	\$2.28	\$2.69		\$3.21
3684B005AA		Copy Card Reader Attachment-B5	\$252.00	\$5.52	\$6.53		\$7.79
4781B001AA		Canon Card Set-A1 (1-30)	\$56.00	\$1.23	\$1.45		\$1.73
4781B002AA		Canon Card Set-A2 (31-100)	\$107.56	\$2.36	\$2.79		\$3.32
4781B003AA		Canon Card Set-A3 (101-200)	\$237.75	\$5.21	\$6.16		\$7.35
4781B004AA		Canon Card Set-A4 (201-300)	\$321.47	\$7.04	\$8.33		\$9.93
4781B005AA		Canon Card Set-A5 (301-500)	\$321.47	\$7.04	\$8.33		\$9.93
4781B006AA		Canon Card Set-A6 (501-1000)	\$641.89	\$14.06	\$16.63		\$19.83
7518A004AA		Braille Label Kit-F1	\$1,605.41	\$35.16	\$41.58		\$49.61
1095B001AA		ADF Access Handle-A1	\$33.33	\$0.73	\$0.86		\$1.03
3726B001AA		Copy Control Interface Kit-A1	\$126.67	\$2.77	\$3.28		\$3.91
1348V957		Convenience Stapler-A1 (White)	\$36.00	\$0.79	\$0.93		\$1.11
2212V477		Universal Keyboard Stand-A1	\$240.00	\$5.26	\$6.22		\$7.42
2212V478		Card Reader Assembly for Universal Keyboard Stand	\$200.00	\$4.38	\$5.18		\$6.18
4821B003AA		PCL International Font Set-A1	\$53.33	\$1.17	\$1.38		\$1.65
3999B004AA		Barcode Printing Kit-D1e	\$350.67	\$7.68	\$9.08		\$10.84
8581B002AA		Universal Send Trace & Smooth PDF Kit-A1	\$560.00	\$12.26	\$14.50		\$17.30
1326B013AA		Universal Send Digital User Signature Kit-C1e	\$325.41	\$7.13	\$8.43		\$10.06
0166C007CA		Super G3 FAX Board-AS2	\$634.04	\$13.89	\$16.42		\$19.59
0167C007AA		Super G3 2nd Line Fax Board-AS2	\$544.00	\$11.91	\$14.09		\$16.81
0168C004AA		Super G3 3rd/4th Line Fax Board-AS2	\$366.67	\$8.03	\$9.50		\$11.33
			\$732.64	\$16.04	\$18.98		\$22.64

SKU	Size / Speed	Base Unit Make/Model	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
9507B001AA	B&W - A4 / 35ppm	ImageRunner 1435iF	\$783.00	\$24.19	\$20.28	\$17.15	\$ 0.0175
List any deviations from required specs:							
		Optional Accessories		This unit has no staple finisher option			
2917C001AA		Cassette Module-AG1	\$	\$ 5.98	\$ 7.07	\$ 8.44	
2916C001AA		Cassette Feeding Unit-AR1	\$	\$ 345.80	\$ 7.57	\$ 8.96	\$ 10.69
2915C001AA		High Capacity Cassette Feeding Unit-D1	\$	\$ 741.00	\$ 16.23	\$ 19.19	\$ 22.90
2918C001AA		Envelope Cassette Module-A1	\$	\$ 273.00	\$ 5.98	\$ 7.07	\$ 8.44
3791C001AA		Cabinet Type-U	\$	\$ 91.00	\$ 1.99	\$ 2.36	\$ 2.81

HP Category 2

SKU	Size / Speed	Item Description	Shasta Pricing	60 Month FMV	48 Month FMV	36 Month FMV	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples)
X3A67A		Base Engine for E72525dn	\$ 2,556.16	\$ 55.98	\$ 66.20	\$ 78.99	with no minimum volume requirements.
X3A66A	B8W A3 / 35ppm	Speed Option for E72535dn	\$ 744.74	\$ 16.31	\$ 19.29	\$ 23.01	\$0.0098
X3A70A		Base Engine for E72525z	\$ 3,336.94	\$ 73.08	\$ 86.43	\$ 103.11	
X3A65A	B8W A3 / 35ppm	Speed Option for E72535z	\$ 744.74	\$ 16.31	\$ 19.29	\$ 23.01	\$0.0098
		List any deviations from required specs:		No deviations			
Y1G17A		Cabinet	\$ 234.23	\$ 5.13	\$ 6.07	\$ 7.24	
Y1F97A		Dual Cassette 2 X 520 sheets	\$ 576.58	\$ 12.63	\$ 14.93	\$ 17.82	
Y1F99A		2000 sheet High Capacity Input	\$ 1,096.65	\$ 24.02	\$ 28.40	\$ 33.89	
Y1G23A		2nd Exit - See definitions for requirement	\$ 55.44	\$ 1.21	\$ 1.44	\$ 1.71	
Y1G24A		Spacer (see definitions)	\$ 92.40	\$ 2.02	\$ 2.39	\$ 2.86	
Y1G00A		Inner finisher	\$ 857.47	\$ 18.78	\$ 22.21	\$ 26.50	
Y1G18A		External stapler/stacker finisher -3000 sheets	\$ 1,321.61	\$ 28.94	\$ 34.23	\$ 40.84	
Y1G07A		Booklet maker finisher	\$ 2,231.35	\$ 48.87	\$ 57.79	\$ 68.95	
Y1G02A		Hole punch - 2/3 for inner fin.	\$ 514.50	\$ 11.27	\$ 13.33	\$ 15.90	
Y1G10A		Hole punch - 2/3 for external fin.	\$ 514.50	\$ 11.27	\$ 13.33	\$ 15.90	
CC487A		Fax	\$ 347.32	\$ 7.61	\$ 9.00	\$ 10.73	
B5L28A		Internal USB Ports	\$ 41.94	\$ 0.92	\$ 1.09	\$ 1.30	
B5L29A		Secure High Performance Hard Disk Drive	\$ 615.61	\$ 13.48	\$ 15.94	\$ 19.02	
B5L31A		Foreign Interface Harness	\$ 114.72	\$ 2.51	\$ 2.97	\$ 3.54	
CC543B		Smartcard US Govt Niprnet Solution	\$ 438.14	\$ 9.60	\$ 11.35	\$ 13.54	
CZ208A		AC USB Proximity Reader	\$ 198.61	\$ 4.35	\$ 5.14	\$ 6.14	
F5562A		Trusted Platform Module Print Accessory	\$ 116.65	\$ 2.55	\$ 3.02	\$ 3.60	
F8B30A		Smartcard US Govt Snpnet Solution	\$ 492.24	\$ 10.78	\$ 12.75	\$ 15.21	
J8030A		Jedirect 3000w NFC/Wireless Accessory	\$ 72.79	\$ 1.59	\$ 1.89	\$ 2.25	
J8031A		Jedirect 2900nw Print Server	\$ 183.82	\$ 4.03	\$ 4.76	\$ 5.68	
X3003A		USB Universal Card Reader	\$ 198.61	\$ 4.35	\$ 5.14	\$ 6.14	
Y1G15A		Job Separator	\$ 74.00	\$ 1.62	\$ 1.92	\$ 2.29	

SKU	Size	Base Unit Make/Model	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples)
X3A79A		Base Engine for E82540dn	\$ 4,960.96	\$ 108.65	\$ 128.49	\$ 153.29	with no minimum volume requirements.
X3A69A		Speed Option for E82540dn	\$ 0.28	\$ 0.01	\$ 0.01	\$ 0.01	\$0.0082 Black
X3A82A		Base Engine for E82540z	\$ 5,741.74	\$ 125.74	\$ 148.71	\$ 177.42	
X3A68A		Speed Option for E82540z	\$ 0.28	\$ 0.01	\$ 0.01	\$ 0.01	\$0.0082 Black
		List any deviations from required specs:		No deviations			
Y1F98A		Dual Cassette 2 x 520 sheets	\$ 576.58	\$ 17.82	\$ 14.93	\$ 12.63	
Y1G21A		2000 sheet High Capacity Input	\$ 1,096.65	\$ 33.89	\$ 28.40	\$ 24.02	
Y1G20A		3000 side HCI (dept)	\$ 1,465.96	\$ 45.30	\$ 37.97	\$ 32.10	
Y1G00A		Inner finisher	\$ 857.47	\$ 26.50	\$ 22.21	\$ 18.78	
Y1G18A		External stapler/stacker finisher -3000 sheets	\$ 1,321.61	\$ 40.84	\$ 34.23	\$ 28.94	
Y1G07A		Booklet maker finisher	\$ 2,231.35	\$ 68.95	\$ 57.79	\$ 48.87	
Y1G02A		Hole punch - 2/3 for inner fin.	\$ 514.50	\$ 15.90	\$ 13.33	\$ 11.27	
Y1G10A		Hole punch - 2/3 for external fin.	\$ 514.50	\$ 15.90	\$ 13.33	\$ 11.27	
CC487A		Fax	\$ 347.32	\$ 10.73	\$ 9.00	\$ 7.61	
B5L28A		Internal USB Ports	\$ 41.94	\$ 1.30	\$ 1.09	\$ 0.92	
B5L29A		Secure High Performance Hard Disk Drive	\$ 615.61	\$ 19.02	\$ 15.94	\$ 13.48	
B5L31A		Foreign Interface Harness	\$ 114.72	\$ 3.54	\$ 2.97	\$ 2.51	
CC543B		Smartcard US Govt Niprnet Solution	\$ 438.14	\$ 13.54	\$ 11.35	\$ 9.60	
CZ208A		AC USB Proximity Reader	\$ 198.61	\$ 6.14	\$ 5.14	\$ 4.35	
F5562A		Trusted Platform Module Print Accessory	\$ 116.65	\$ 3.60	\$ 3.02	\$ 2.55	
F8B30A		Smartcard US Govt Snpnet Solution	\$ 492.24	\$ 15.21	\$ 12.75	\$ 10.78	
J8030A		Jedirect 3000w NFC/Wireless Accessory	\$ 72.79	\$ 2.25	\$ 1.89	\$ 1.59	
J8031A		Jedirect 2900nw Print Server	\$ 183.82	\$ 5.68	\$ 4.76	\$ 4.03	
X3003A		USB Universal Card Reader	\$ 198.61	\$ 6.14	\$ 5.14	\$ 4.35	
Y1G01A		Job Separator	\$ 214.61	\$ 6.63	\$ 5.56	\$ 4.70	

Ricoh Category 2

SKU	Size / Speed	Item Description	Shasta Pricing	60 Month FMV	48 Month FMV	36 Month FMV	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
417922	A3 - 35ppm	RICOH MP 3555SP AD [ARDF]	3,764.00	\$85.07	\$97.49	\$116.31	\$0085 Black
417950	A3 - 35ppm	RICOH MP 3555ASP [SPDF]	4,076.00	\$92.12	\$105.57	\$125.95	\$0085 Black
100478FNG		List any deviations from required specs:		No deviations			
408114		CABINET TYPE F	108.00	\$2.44	\$2.80	\$3.34	
416737		PAPER FEED UNIT PB3250	257.00	\$5.81	\$6.66	\$7.94	
417268		CASTER TABLE TYPE M3	123.00	\$2.78	\$3.19	\$3.90	
408116		PAPER FEED UNIT PB3220	511.00	\$11.55	\$13.23	\$15.79	
416548		LCIT PB3260	678.00	\$15.32	\$17.56	\$20.95	
416550		RICOH PAPER BANK LCIT RT3030	856.00	\$19.35	\$22.17	\$26.45	
417585		INTERNAL SHIRT TRAY SH3070	192.00	\$4.34	\$4.97	\$5.93	
417593		1 BIN TRAY BN3110	253.00	\$5.72	\$6.55	\$7.82	
417589		INTERNAL FINISHER SR3180	391.00	\$8.84	\$10.13	\$12.08	
416615		INTERNAL FINISHER SR3130	395.00	\$8.93	\$10.23	\$12.21	
417483		PUNCH UNIT PU3040 NA	418.00	\$9.45	\$10.83	\$12.92	
417484		FINISHER SR3210	736.00	\$16.63	\$19.06	\$22.74	
416609		FINISHER SR3220 (1000 SHEET)	1,561.00	\$35.28	\$40.43	\$48.23	
417587		PUNCH UNIT PU3050 NA	339.00	\$7.66	\$8.78	\$10.48	
417493		BRIDGE UNIT BU3070	141.00	\$3.19	\$3.65	\$4.36	
417875		IEEE 802.11A/G/N INTERFACE UNIT TYPE M19	312.00	\$7.05	\$8.08	\$9.64	
417508		POSTSCRIPT3 UNIT TYPE M29	313.00	\$7.07	\$8.11	\$9.67	
417428		FILE FORMAT CONVERTER TYPE M19	305.00	\$6.89	\$7.90	\$9.42	
417865		OCR UNIT TYPE M13	145.00	\$3.28	\$3.76	\$4.48	
417860		FAX OPTION TYPE M29	590.00	\$13.33	\$15.28	\$18.23	
417868		FAX CONNECTION UNIT TYPE M29	127.00	\$2.87	\$3.29	\$3.92	
MX417518RA		G3 INTERFACE UNIT TYPE M29	376.00	\$8.50	\$9.74	\$11.62	
		FAX MEMORY UNIT TYPE M19 64MB	31.00	\$0.70	\$0.80	\$0.96	

SKU	Size / Speed	Item Description	Shasta Pricing	60 Month FMV	48 Month FMV	36 Month FMV	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
417756	A3 - 40ppm	RICOH MP 4055SP	3,822.00	\$86.38	\$98.99	\$118.10	\$0085 Black
006428MIU		List any deviations from required specs:		No deviations			
100478FNG		ESP XG-PCS15D	144.00	\$3.25	\$3.73	\$4.45	
408114		CABINET TYPE F	108.00	\$2.44	\$2.80	\$3.34	
416737		PAPER FEED UNIT PB3250	257.00	\$5.81	\$6.66	\$7.94	
417268		CASTER TABLE TYPE M3	123.00	\$2.78	\$3.19	\$3.90	
408116		PAPER FEED UNIT PB3220	511.00	\$11.55	\$13.23	\$15.79	
416548		LCIT PB3260	678.00	\$15.32	\$17.56	\$20.95	
416550		RICOH PAPER BANK LCIT RT3030	856.00	\$19.35	\$22.17	\$26.45	
417585		INTERNAL SHIRT TRAY SH3070	192.00	\$4.34	\$4.97	\$5.93	
417589		1 BIN TRAY BN3110	253.00	\$5.72	\$6.55	\$7.82	
416615		INTERNAL FINISHER SR3130	395.00	\$8.93	\$10.23	\$12.21	
417483		PUNCH UNIT PU3040 NA	418.00	\$9.45	\$10.83	\$12.92	
417484		FINISHER SR3210 (1000 SHEET)	1,561.00	\$35.28	\$40.43	\$48.23	
416609		FINISHER SR3220 (2000 SHEET EXTERNAL)	2,490.00	\$56.27	\$64.49	\$76.94	
417487		PUNCH UNIT PU3050 NA	1,742.00	\$39.37	\$45.12	\$53.83	
416612		PUNCH UNIT PU3060 NA	345.00	\$7.80	\$8.94	\$10.66	
417587		BRIDGE UNIT BU3070	141.00	\$3.19	\$3.65	\$4.36	
417838		INTERNAL MULTI-FOLD UNIT FD3000	1,277.00	\$28.86	\$33.07	\$39.46	
417493		IEEE 802.11A/G/N INTERFACE UNIT TYPE M19	312.00	\$7.05	\$8.08	\$9.64	
417875		POSTSCRIPT3 UNIT TYPE M29	313.00	\$7.07	\$8.11	\$9.67	
417508		FILE FORMAT CONVERTER TYPE M19	305.00	\$6.89	\$7.90	\$9.42	
417428		OCR UNIT TYPE M13	145.00	\$3.28	\$3.76	\$4.48	
417111		OPTIONAL COUNTER INTERFACE UNIT TYPE M12	35.00	\$0.79	\$0.91	\$1.08	
416869		RICOH KEY COUNTER BRACKET TYPE	66.00	\$1.49	\$1.71	\$2.04	
415814		RICOH CARD BRACKET TYPE 3352	71.00	\$1.60	\$1.84	\$2.19	
417857		XPS DIRECT PRINT OPTION TYPE M29	48.00	\$1.08	\$1.24	\$1.48	
418105		USB DEVICE SERVER OPTION TYPE M19A	105.00	\$2.37	\$2.70	\$3.20	
417865		FAX OPTION TYPE M29	590.00	\$13.33	\$15.28	\$18.23	
417860		FAX CONNECTION UNIT TYPE M29	127.00	\$2.87	\$3.29	\$3.92	
417868		G3 INTERFACE UNIT TYPE M29	376.00	\$8.50	\$9.74	\$11.62	
MX417518RA		FAX MEMORY UNIT TYPE M19 64MB	31.00	\$0.70	\$0.80	\$0.96	

Canon Category 3



SKU	Size / Speed A3 / 45ppm A3 / 51ppm	Base Unit Make/Model	FMV Buyout				12.50%		
			Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.		
3325C001AA	A3 / 45ppm	imageRUNNER ADVANCE 4545i III	\$4,016.77	\$87.97	\$104.03	\$124.12	\$0.0072 black		
3324C001AA	A3 / 51ppm	imageRUNNER ADVANCE 4551i III	\$6,054.53	\$132.60	\$156.81	\$187.85	\$0.0069 black		
		List any deviations from required specs:		No deviations					
1430C003BA		Single Pass DADF-A1	\$984.00	\$21.55	\$25.49	\$30.41			
1428C003AA		DADF-AV1	\$458.18	\$10.03	\$11.87	\$14.16			
0606C001AA		Platen Cover Type W	\$74.12	\$1.62	\$1.92	\$2.29			
1419C002AA		High Capacity Cassette Feeding Unit-B1	\$945.00	\$20.70	\$24.48	\$29.20			
1419C002AA		Cassette Feeding Unit-AN1	\$751.11	\$16.45	\$19.45	\$23.21			
2295C001AA		Cabinet Type-Q	\$143.33	\$3.14	\$3.71	\$4.43			
0607C002AA		Paper Deck Unit-F1	\$1,296.00	\$28.38	\$33.57	\$40.05			
1421C001AA		FL Cassette-BC1 (replacement for cassette 1)	\$67.78	\$1.48	\$1.76	\$2.09			
1421C002AA		FL Cassette-BD1 (replacement for cassette 2, 3)	\$67.78	\$1.48	\$1.76	\$2.09			
3665B001AB		Envelope Feeder Attachment-D1	\$125.70	\$2.75	\$3.26	\$3.88			
1422C001AA		Inner 2Way Tray-L1	\$56.47	\$1.24	\$1.46	\$1.74			
1423C002AA		Inner Finisher-J1	\$678.89	\$14.87	\$17.58	\$20.98			
1424C002AA		Inner 2/3 Hole Puncher-C1	\$420.00	\$9.20	\$10.88	\$12.98			
0613C002AA		Staple Finisher-Y1	\$1,480.88	\$32.43	\$38.35	\$45.76			
0614C002AA		Booklet Finisher-Y1	\$2,328.78	\$51.00	\$60.32	\$71.96			
1426C001AA		Buffer Pass Unit-N1	\$188.89	\$4.14	\$4.89	\$5.84			
0126C001AA		2/3 Hole Puncher Unit-A1	\$492.22	\$10.78	\$12.75	\$15.21			
0165C001AA		Utility Tray-B1	\$42.67	\$0.93	\$1.11	\$1.32			
1266V426		USB Keyboard (Cherry)	\$104.00	\$2.28	\$2.69	\$3.21			
4784B001AA		Copy Card Reader-F1	\$252.00	\$5.52	\$6.53	\$7.79			
3684B005AA		Copy Card Reader Attachment-B5	\$56.00	\$1.23	\$1.45	\$1.73			
4781B001AA		Canon Card Set-A1 (1-30)	\$107.56	\$2.36	\$2.79	\$3.32			
4781B002AA		Canon Card Set-A2 (31-100)	\$237.75	\$5.21	\$6.16	\$7.35			
4781B003AA		Canon Card Set-A3 (101-200)	\$321.47	\$7.04	\$8.33	\$9.93			
4781B004AA		Canon Card Set-A4 (201-300)	\$321.47	\$7.04	\$8.33	\$9.93			
4781B005AA		Canon Card Set-A5 (301-500)	\$641.89	\$14.06	\$16.63	\$19.83			
4781B006AA		Canon Card Set-A6 (501-1000)	\$1,605.41	\$35.16	\$41.58	\$49.61			
7518A004AA		Braille Label Kit-F1	\$33.33	\$0.73	\$0.86	\$1.03			
1095B001AA		ADF Access Handle-A1	\$126.67	\$2.77	\$3.28	\$3.91			
3726B001AA		Copy Control Interface Kit-A1	\$36.00	\$0.79	\$0.93	\$1.11			
1348V957		Convenience Stapler-A1 (White)	\$240.00	\$5.26	\$6.22	\$7.42			
2212V477		Universal Keyboard Stand-A1	\$200.00	\$4.38	\$5.18	\$6.18			
2212V478		Card Reader Assembly for Universal Keyboard S	\$53.33	\$1.17	\$1.38	\$1.65			
4821B003AA		PCL International Font Set-A1	\$350.67	\$7.68	\$9.08	\$10.84			
3999B004AA		Barcode Printing Kit-D1e	\$560.00	\$12.26	\$14.50	\$17.30			
8581B002AA		Universal Send Trace & Smooth PDF Kit-A1	\$325.41	\$7.13	\$8.43	\$10.06			
1326B013AA		Universal Send Digital User Signature Kit-C1e	\$634.04	\$13.89	\$16.42	\$19.59			
0166C007CA		Super G3 FAX Board-AS2	\$544.00	\$11.91	\$14.09	\$16.81			
0167C007AA		Super G3 2nd Line Fax Board-AS2	\$366.67	\$8.03	\$9.50	\$11.33			
0168C004AA		Super G3 3rd/4th Line Fax Board-AS2	\$732.64	\$16.04	\$18.98	\$22.64			

SKU	Size / Speed	Base Unit Make/Model	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
3293C001AA	A3 / 55ppm	ImageRUNNER ADVANCE 6555I III	\$7,577.03	\$165.94	\$196.25	\$234.13	\$.0069 Black
3291C002AA	A3 / 65ppm	ImageRUNNER ADVANCE 6565I III	\$8,923.11	\$195.42	\$231.11	\$275.72	\$.0062 Black
List any deviations from required specs:							
0162C002AA		Paper Deck Unit-E1	\$1,303.59	\$28.55	\$33.76	\$40.28	
0163C002AA		POD Deck Lite-C1	\$2,279.62	\$49.92	\$59.04	\$70.44	
0164C002AA		Copy Tray-R2	\$128.41	\$2.81	\$3.33	\$3.97	
0124C003BA		Staple Finisher-V2	\$1,719.32	\$37.65	\$44.53	\$53.13	
0125C003BA		Booklet Finisher-V2	\$2,726.14	\$59.70	\$70.61	\$84.24	
0126C001AA		2/3 Hole Puncher Unit-A1	\$503.41	\$11.02	\$13.04	\$15.56	
0104C001AA		Document Insertion Unit-P1	\$1,707.08	\$37.39	\$44.21	\$52.75	
0105C002AA		Document Insertion / Folding Unit-J1	\$5,242.00	\$114.80	\$135.77	\$161.98	
6793A004AA		Tab Feeding Attachment Kit-B1	\$96.11	\$2.10	\$2.49	\$2.97	
0165C001AA		Utility Tray-B1	\$42.67	\$0.93	\$1.11	\$1.32	
3323C001AA		Upright Control Panel-H1	\$1,050.00	\$23.00	\$27.20	\$32.45	
0166C007CA		Super G3 FAX Board-AS2	\$494.55	\$10.83	\$12.81	\$15.28	
0167C007AA		Super G3 2nd Line Fax Board-AS2	\$314.29	\$6.88	\$8.14	\$9.71	
0168C004AA		Super G3 3rd/4th Line Fax Board-AS2	\$627.98	\$13.75	\$16.26	\$19.40	
0170C004AA		IP FAX Expansion Kit-B1	\$177.14	\$3.88	\$4.59	\$5.47	
3679B005AA		Remote Fax Kit-A1e	\$247.06	\$5.41	\$6.40	\$7.63	

SKU	Size	Base Unit Make/Model	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
3647C004AA	B&W - A4 / 55 ppm	ImageRUNNER ADVANCE 525IF III	\$2,083.44	\$45.63	\$53.96	\$64.38	\$.015 Black
3648C005AA	B&W - A4 / 62ppm	ImageRUNNER ADVANCE 615IF III	\$2,657.14	\$58.19	\$68.82	\$82.11	\$.015 Black
List any deviations from required specs:							
3647C005AA	B&W - A4 / 55 ppm	ImageRUNNER ADVANCE 525IFZ III	\$2,995.71	\$65.61	\$77.59	\$92.57	\$.015 Black
3648C006AA	B&W - A4 / 62ppm	ImageRUNNER ADVANCE 615IFZ III	\$3,570.00	\$78.18	\$92.46	\$110.31	\$.015 Black

Base Units Staple Finisher

2917C001AA		Cassette Module-AG1	\$300.00	\$6.57	\$7.77	\$9.27	
2916C001AA		Cassette Feeding Unit-AR1	\$380.00	\$8.32	\$9.84	\$11.74	
2915C001AA		High Capacity Cassette Feeding Unit-D1	\$814.29	\$17.83	\$21.09	\$25.16	
2918C001AA		Envelope Cassette Module-A1	\$300.00	\$6.57	\$7.77	\$9.27	
3791C001AA		Cabinet Type-U	\$100.00	\$2.19	\$2.59	\$3.09	
1636C001AA		IC Card Reader Attachment-A1	\$114.29	\$2.50	\$2.96	\$3.53	

Ricoh Category 3

SKU	Size	Base Unit Make/Model	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
417766	A3 - 50ppm	RICOH MP 5055SP	4,595.00	\$103.85	\$119.01	\$141.99	\$.0075 Black
417776	A3 - 60ppm	RICOH MP 6055SP	5,905.00	\$133.45	\$152.94	\$182.46	\$.0069 Black
List any deviations from required specs:							
006428MIU		ESP XG-PCS-15D	144.00	\$3.25	\$3.73	\$4.45	
100478FNG		CABINET TYPE F	108.00	\$2.44	\$2.80	\$3.34	
408114		PAPER FEED UNIT PB3250	257.00	\$5.81	\$6.66	\$7.94	
416737		CASTER TABLE TYPE M3	123.00	\$2.78	\$3.19	\$3.80	
417268		PAPER FEED UNIT PB3220	511.00	\$11.55	\$13.23	\$15.79	
408116		LCIT PB3260	678.00	\$15.32	\$17.56	\$20.95	

416548	RICOH PAPER BANK LCIT RT3030	856.00	\$19.35	\$22.17	\$26.45
416550	INTERNAL SHIFT TRAY SH3070	192.00	\$4.34	\$4.97	\$5.93
417585	1 BIN TRAY BN3110	253.00	\$5.72	\$6.55	\$7.82
417589	INTERNAL FINISHER SR3130	395.00	\$8.93	\$10.23	\$12.21
416615	PUNCH UNIT PU3040 NA	418.00	\$9.45	\$10.83	\$12.92
417483	FINISHER SR3210	736.00	\$16.63	\$19.06	\$22.74
417484	FINISHER SR3220 (1000 SHEET)	1,561.00	\$35.28	\$40.43	\$48.23
416609	PUNCH UNIT PU3050 NA	339.00	\$7.66	\$8.78	\$10.48
417488	FINISHER SR3240 (2000 SHEET EXTERNAL)	2,490.00	\$56.27	\$64.49	\$76.94
417487	FINISHER SR3230	1,742.00	\$39.37	\$45.12	\$53.83
416612	PUNCH UNIT PU3060 NA	345.00	\$7.80	\$8.94	\$10.66
417587	BRIDGE UNIT BU3070	141.00	\$3.19	\$3.65	\$4.36
417838	INTERNAL MULTI-FOLD UNIT FD3000	1,277.00	\$28.86	\$33.07	\$39.46
417493	IEEE 802.11A/G/N INTERFACE UNIT TYPE M19	312.00	\$7.05	\$8.08	\$9.64
417875	POSTSCRIPT3 UNIT TYPE M29	313.00	\$7.07	\$8.11	\$9.67
417508	FILE FORMAT CONVERTER TYPE M19	305.00	\$6.89	\$7.90	\$9.42
417428	OCR UNIT TYPE M13	145.00	\$3.28	\$3.76	\$4.48
417111	OPTIONAL COUNTER INTERFACE UNIT TYPE M1	35.00	\$0.79	\$0.91	\$1.08
416869	RICOH KEY COUNTER BRACKET TYPE	66.00	\$1.49	\$1.71	\$2.04
415814	RICOH CARD BRACKET TYPE 3352	71.00	\$1.60	\$1.84	\$2.19
417857	XPS DIRECT PRINT OPTION TYPE M29	48.00	\$1.08	\$1.24	\$1.48
418105	USB DEVICE SERVER OPTION TYPE M19A	105.00	\$2.37	\$2.72	\$3.24
417865	FAX OPTION TYPE M29	590.00	\$13.33	\$15.28	\$18.23
417860	FAX CONNECTION UNIT TYPE M29	127.00	\$2.87	\$3.29	\$3.92
417868	G3 INTERFACE UNIT TYPE M29	376.00	\$8.50	\$9.74	\$11.62
MX417S18RA	FAX MEMORY UNIT TYPE M19 64MB	31.00	\$0.70	\$0.80	\$0.96

SKU	Size	Base Unit Make/Model	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease
417917	A3 - 65ppm	MP 6503SP (120V)	8,148.00	\$184.14	\$211.03	\$251.77
List any deviations from required specs:						
006429MIU		XG-PCS 120/20D RIC AMP SURGE PROTECTOR	150.00	\$3.39	\$3.89	\$4.64
007138MIU		XG-PCS20820D RIC AMP SURGE PROTECTOR	218.00	\$4.93	\$5.65	\$6.74
416229		RICOH COPY TRAY TYPE 9002	78.00	\$1.76	\$2.02	\$2.41
417634		LCIT RT4040	838.00	\$18.94	\$21.70	\$25.89
416232		RICOH 8.5X14 PAPER TRAY TYPE 9002	482.00	\$10.89	\$12.48	\$14.89
417628		FINISHER SR4120	1,408.00	\$31.82	\$36.47	\$43.51
417629		FINISHER SR4130	3,132.00	\$70.78	\$81.12	\$96.78
415900		RICOH FINISHER SR4080	2,871.00	\$64.88	\$74.36	\$88.71
416612		PUNCH UNIT PU3060 NA	345.00	\$7.80	\$8.94	\$10.66
415282		RICOH 2/3 HOLE PUNCH UNIT TYPE 1075	508.00	\$11.48	\$13.16	\$15.70
417627		COVER INTERPOSER TRAY CH030	589.00	\$13.31	\$15.26	\$18.20
417631		COVER INTERPOSER TRAY CH040	607.00	\$13.72	\$15.72	\$18.76
417630		OUTPUT JOGGER UNIT TYPE M25	204.00	\$4.61	\$5.28	\$6.30
416231		RICOH OUTPUT JOGGER UNIT TYPE 9002B	200.00	\$4.52	\$5.18	\$6.18
416633		MAIL BOX CS4010	1,288.00	\$29.11	\$33.36	\$39.80
415908		RICOH FINISHER FD4000	4,872.00	\$110.11	\$126.18	\$150.54
416230		RICOH TAB SHEET HOLDER TYPE 9002	25.00	\$0.57	\$0.65	\$0.77

Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.

\$.0069 Black

415017		RICOH 11IN X 17IN TRAY UNIT TYPE 9001	861.00	\$19.46	\$22.30	\$26.60
415814		RICOH CARD BRACKET TYPE 3352	71.00	\$1.60	\$1.84	\$2.19
417111		OPTIONAL COUNTER INTERFACE UNIT TYPE M11	35.00	\$0.79	\$0.91	\$1.08
417636		FAX OPTION TYPE M25	491.00	\$11.10	\$12.72	\$15.17
417641		G3 INTERFACE UNIT TYPE M25	344.00	\$7.77	\$8.91	\$10.63
417644		FAX MEMORY UNIT TYPE M25 64MB	48.00	\$1.08	\$1.24	\$1.48
417645		FAX CONNECTION UNIT TYPE M25	135.00	\$3.05	\$3.50	\$4.17
417651		POSTSCRIPT3 UNIT TYPE M25	1,189.00	\$26.87	\$30.80	\$36.74
417493		IEEE 802.11A/G/N INTERFACE UNIT TYPE M19	312.00	\$7.05	\$8.08	\$9.64
417654		IDPS UNIT TYPE M25	924.00	\$20.88	\$23.93	\$28.55
418105		USB DEVICE SERVER OPTION TYPE M19A	105.00	\$2.37	\$2.72	\$3.24
417566		EXTENDED USB BOARD TYPE M19	375.00	\$8.48	\$9.71	\$11.59
417508		FILE FORMAT CONVERTER TYPE M19	305.00	\$6.89	\$7.90	\$9.42
417428		OCR UNIT TYPE M13	145.00	\$3.28	\$3.76	\$4.48

HP Category 3

SKU	Size	Base Unit Make/Model	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
X3A79A		Base Engine for E82540dn	\$ 4,960.96	\$ 108.65	\$ 128.49	\$ 153.29	
X3A72A	A3 - 50ppm	Speed Option for E82560dn	\$ 1,345.35	\$ 29.46	\$ 34.84	\$ 41.57	\$ 0075 Black
X3A82A		Base Engine for E82540z	\$ 5,741.74	\$ 125.74	\$ 148.71	\$ 177.42	
X3A71A	A3 - 50ppm	Speed Option for E82560z	\$ 1,345.35	\$ 29.46	\$ 34.84	\$ 41.57	\$ 0075 Black
X3A79A		Base Engine for E82540dn	\$ 4,960.96	\$ 108.65	\$ 128.49	\$ 153.29	
X3A75A	A3 - 60ppm	Speed Option for E82560dn	\$ 2,546.55	\$ 55.77	\$ 65.96	\$ 78.69	\$ 0075 Black
X3A82A		Base Engine for E82540z	\$ 5,741.74	\$ 125.74	\$ 148.71	\$ 177.42	
X3A74A	A3 - 60ppm	Speed Option for E82560z	\$ 2,546.55	\$ 55.77	\$ 65.96	\$ 78.69	\$ 0075 Black
List any deviations from required specs:							
Y1G16A		Cabinet	\$ 234.23	\$ 7.24	\$ 6.07	\$ 5.13	
Y1F98A		Dual Cassette 2 x 520 sheets	\$ 576.58	\$ 17.82	\$ 14.93	\$ 12.63	
Y1G21A		2000 sheet High Capacity Input	\$ 1,096.65	\$ 33.89	\$ 28.40	\$ 24.02	
Y1G20A		3000 side HCI (dept)	\$ 1,465.96	\$ 45.30	\$ 37.97	\$ 32.10	
Y1G00A		Inner finisher	\$ 857.47	\$ 26.50	\$ 22.21	\$ 18.78	
Y1G18A		External stapler/stacker finisher -3000 sheets	\$ 1,321.61	\$ 40.84	\$ 34.23	\$ 28.94	
Y1G07A		Booklet maker finisher	\$ 2,231.35	\$ 68.95	\$ 57.79	\$ 48.87	
Y1G02A		Hole punch - 2/3 for inner fin.	\$ 514.50	\$ 15.90	\$ 13.33	\$ 11.27	
Y1G10A		Hole punch - 2/3 for external fin.	\$ 514.50	\$ 15.90	\$ 13.33	\$ 11.27	
CC487A		Fax	\$ 347.32	\$ 10.73	\$ 9.00	\$ 7.61	
B5L28A		Internal USB Ports	\$ 41.94	\$ 1.30	\$ 1.09	\$ 0.92	
B5L29A		Secure High Performance Hard Disk Drive	\$ 615.61	\$ 19.02	\$ 15.94	\$ 13.48	
B5L31A		Foreign Interface Harness	\$ 114.72	\$ 3.54	\$ 2.97	\$ 2.51	
CC543B		Smartcard US Govt Niprnet Solution	\$ 438.14	\$ 13.54	\$ 11.35	\$ 9.60	
CZ208A		AC USB Proximity Reader	\$ 198.61	\$ 6.14	\$ 5.14	\$ 4.35	
F5S62A		Trusted Platform Module Print Accessory	\$ 116.65	\$ 3.60	\$ 3.02	\$ 2.55	
F8B30A		Smartcard US Govt Siprnet Solution	\$ 492.24	\$ 15.21	\$ 12.75	\$ 10.78	
J8030A		Jetdirect 3000w NFC/Wireless Accessory	\$ 72.79	\$ 2.25	\$ 1.89	\$ 1.59	
J8031A		Jetdirect 2900nw Print Server	\$ 183.82	\$ 5.68	\$ 4.76	\$ 4.03	
X3D03A		USB Universal Card Reader	\$ 198.61	\$ 6.14	\$ 5.14	\$ 4.35	
Y1G01A		Job Separator	\$ 214.61	\$ 6.63	\$ 5.56	\$ 4.70	

Canon Category 4



SKU	Size / Speed A3 / 75ppm	Base Unit Make/Model	FMV Buyout	8%	10%	12.50%
			Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease
3288C002AA		ImageRUNNER ADVANCE 6575i III	\$9,757.94	\$213.70	\$252.73	\$301.52
List any deviations from required specs:			No Deviations			
0162C002AA		Paper Deck Unit-E1	\$1,303.59	\$28.55	\$33.76	\$40.28
0163C002AA		POD Deck Lite-C1	\$2,279.62	\$49.92	\$59.04	\$70.44
0164C002AA		Copy Tray-R2	\$128.41	\$2.81	\$3.33	\$3.97
0124C003BA		Staple Finisher-V2	\$1,719.32	\$37.65	\$44.53	\$53.13
0125C003BA		Booklet Finisher-V2	\$2,726.14	\$59.70	\$70.61	\$84.24
0126C001AA		2/3 Hole Puncher Unit-A1	\$503.41	\$11.02	\$13.04	\$15.56
0104C001AA		Document Insertion Unit-P1	\$1,707.08	\$37.39	\$44.21	\$52.75
0105C002AA		Document Insertion / Folding Unit-I1	\$5,242.00	\$114.80	\$135.77	\$161.98
6793A004AA		Tab Feeding Attachment Kit-B1	\$96.11	\$2.10	\$2.49	\$2.97
0165C001AA		Utility Tray-B1	\$42.67	\$0.93	\$1.11	\$1.32
3323C001AA		Upright Control Panel-H1	\$1,050.00	\$23.00	\$27.20	\$32.45
0097C001AA		Printer Cover-H1	\$106.80	\$2.34	\$2.77	\$3.30
1266V426		USB Keyboard (Cherry)	\$104.00	\$2.28	\$2.69	\$3.21
0166C007CA		Super G3 FAX Board-AS2	\$494.55	\$10.83	\$12.81	\$15.28
0167C007AA		Super G3 2nd Line Fax Board-AS2	\$314.29	\$6.88	\$8.14	\$9.71
0168C004AA		Super G3 3rd/4th Line Fax Board-AS2	\$627.98	\$13.75	\$16.26	\$19.40
0170C004AA		IP FAX Expansion Kit-B1	\$177.14	\$3.88	\$4.59	\$5.47
3679B005AA		Remote Fax Kit-A1e	\$247.06	\$5.41	\$6.40	\$7.63
Service and Supply Pricing: Should be per image to include all parts, labor, & supplies (less paper & staples) with no minimum volume requirements.			0.0059 \$			

Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.

\$ 0.0059

SKU	Size / Speed BAW - A3 85ppm	Base Unit Make/Model	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
0196C002AA		ImageRunner ADVANCE 8585i	\$ 13,886.25	\$ 304.11	\$ 359.65	\$ 429.09	\$ 0.055 Black
		List any deviations from required specs:		No Deviations			
		Staple Finisher-V2	\$ 1,733.00	\$ 37.95	\$ 44.88	\$ 53.55	
0124C003AA		Booklet Finisher-V2	\$ 3,061.00	\$ 67.04	\$ 79.28	\$ 94.58	
0126C001AA		2/3 Hole Puncher Unit-A1	\$ 491.00	\$ 10.75	\$ 12.72	\$ 15.17	
0099C002AA		Staple Finisher-X1 UL	\$ 3,300.28	\$ 72.28	\$ 85.48	\$ 101.98	
0100C002AA		Booklet Finisher-X1	\$ 5,198.00	\$ 113.84	\$ 134.63	\$ 160.62	
0117C002AA		Staple Finisher-W1 PRO	\$ 6,400.00	\$ 140.16	\$ 165.76	\$ 197.76	
0118C002AA		Booklet Finisher-W1 PRO	\$ 8,500.00	\$ 186.15	\$ 220.15	\$ 262.65	
2988B001AA		Inner Booklet Trimmer-A1 (for Booklet Finisher-X1)	\$ 3,465.00	\$ 75.88	\$ 89.74	\$ 107.07	
2898B001AC		Booklet Trimmer-D1 (for Booklet Finisher-W1 PRO)	\$ 5,818.00	\$ 127.41	\$ 150.69	\$ 179.78	
2895B002AA		Puncher Unit-BF1 (for Staple Finisher-X1 and Booklet Finisher-X1)	\$ 462.00	\$ 10.12	\$ 11.97	\$ 14.28	
5738B002AA		Puncher Unit-B51 (for Staple Finisher-W1 PRO or B)	\$ 520.00	\$ 11.39	\$ 13.47	\$ 16.07	
0102C002AA		Document Insertion Unit-N1 (for Staple Finisher-X1)	\$ 3,080.00	\$ 67.45	\$ 79.77	\$ 95.17	
0103C001AA		Paper Folding Unit-I1 (for Staple Finisher-X1 or Booklet Finisher-W1 PRO)	\$ 7,700.00	\$ 168.63	\$ 199.43	\$ 237.93	
0259C001AA		Loose Leaf 3-Hole Punch A4/LTR	\$ 675.00	\$ 14.78	\$ 17.48	\$ 20.86	
0259C002AA		Loose Leaf 5-Hole Punch LTR	\$ 675.00	\$ 14.78	\$ 17.48	\$ 20.86	
0259C003AA		Velo Bind 11-Hole Punch LTR	\$ 675.00	\$ 14.78	\$ 17.48	\$ 20.86	
0259C004AA		Plastic Comb 19-Hole Punch LTR	\$ 675.00	\$ 14.78	\$ 17.48	\$ 20.86	
0259C005AA		Twin Loop 21-Hole Punch LTR	\$ 675.00	\$ 14.78	\$ 17.48	\$ 20.86	
0259C006AA		Twin Loop 32-Hole Punch LTR	\$ 675.00	\$ 14.78	\$ 17.48	\$ 20.86	
0259C007AA		Color Coll 44-Hole Punch LTR	\$ 675.00	\$ 14.78	\$ 17.48	\$ 20.86	
0162C002AA		Paper Deck Unit-E1	\$ 1,386.00	\$ 30.35	\$ 35.90	\$ 42.83	
0169C002AA		POD Deck Lite-C1	\$ 2,255.00	\$ 49.38	\$ 58.40	\$ 69.68	
0165C001AA		Utility Tray-B1	\$ 35.00	\$ 0.77	\$ 0.91	\$ 1.08	
0169C002AA		Upright Control Panel-E2	\$ 1,040.00	\$ 22.78	\$ 26.94	\$ 32.14	
1266V426		USB Keyboard (Cherry)	\$ 92.45	\$ 2.02	\$ 2.39	\$ 2.86	
1348V957		Convenience Stapler-A1	\$ 165.28	\$ 3.62	\$ 4.28	\$ 5.11	
1337B011AA		Encrypted Secure Print Software-D1	\$ 255.00	\$ 5.58	\$ 6.60	\$ 7.88	
0166C007AA		Super G3 FAX Board-AS2	\$ 462.00	\$ 10.12	\$ 11.97	\$ 14.28	

Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.

\$ 0.0055 Black

0167C007AA	Super G3 2nd Line Fax Board-AS2	\$	289.00	\$	6.33	\$	7.49	\$	8.93
0168C004AA	Super G3 3rd/4th Line Fax Board-AS2	\$	578.00	\$	12.66	\$	14.97	\$	17.86

SKU	Size / Speed	Base Unit Make/Model	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
3649C002AA	A4 - 75ppm	ImageRUNNER ADVANCE 715IF III	\$3,728.57	\$81.66	\$96.57	\$115.21	\$0.015 Black
		List any deviations from required specs:		No Finisher Available			
3649C001AA	A4 - 75ppm	ImageRUNNER ADVANCE 715IFZ III	\$4,500.00	\$98.55	\$116.55	\$139.05	\$0.015 Black
		List any deviations from required specs:		Base Unit Comes Standard With Staple Finisher			
2917C001AA		Cassette Module-AG1	\$300.00	\$6.57	\$7.77	\$9.27	
2916C001AA		Cassette Feeding Unit-AR1	\$380.00	\$8.32	\$9.84	\$11.74	
2915C001AA		High Capacity Cassette Feeding Unit-D1	\$814.29	\$17.83	\$21.09	\$25.16	
2918C001AA		Envelope Cassette Module-A1	\$300.00	\$6.57	\$7.77	\$9.27	
3791C001AA		Cabinet Type-U	\$100.00	\$2.19	\$2.59	\$3.09	
1636C001AA		IC Card Reader Attachment-A1	\$114.29	\$2.50	\$2.96	\$3.53	

Ricoh Category 4

SKU	Size / Speed	Base Unit Make/Model	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
417918	A3 - 75ppm	MP 7503SP (120V)	10,502.00	\$237.35	\$272.00	\$324.51	\$0.069 Black
417919	A3 - 90ppm	MP 9003SP (220V)	13,060.00	\$295.16	\$338.25	\$403.55	\$0.059 Black
		List any deviations from required specs:		No Deviations			
006429MIU		XG-PCS 120/20D RIC AMP SURGE PROTECTOR	150.00	\$3.39	\$3.89	\$4.64	
007138MIU		XG-PCS20820D RIC AMP SURGE PROTECTOR	218.00	\$4.93	\$5.65	\$6.74	
416229		RICOH COPY TRAY TYPE 9002	78.00	\$1.76	\$2.02	\$2.41	
417634		LCIT RT4040	838.00	\$18.94	\$21.70	\$25.89	
416232		RICOH 8.5X14 PAPER TRAY TYPE 9002	482.00	\$10.89	\$12.48	\$14.89	
417628		FINISHER SR4120	1,408.00	\$31.82	\$36.47	\$43.51	
417629		FINISHER SR4130	3,132.00	\$70.78	\$81.12	\$96.78	
415900		RICOH FINISHER SR4080	2,871.00	\$64.88	\$74.36	\$88.71	
416612		PUNCH UNIT PU3060 NA	345.00	\$7.80	\$8.94	\$10.66	
415282		RICOH 2/3 HOLE PUNCH UNIT TYPE 1075	508.00	\$11.48	\$13.16	\$15.70	
417627		COVER INTERPOSER TRAY CI4030	589.00	\$13.31	\$15.26	\$18.20	
417631		COVER INTERPOSER TRAY CI4040	607.00	\$13.72	\$15.72	\$18.76	
417630		OUTPUT JOGGER UNIT TYPE M25	204.00	\$4.61	\$5.28	\$6.30	
416231		RICOH OUTPUT JOGGER UNIT TYPE 9002B	200.00	\$4.52	\$5.18	\$6.18	
416633		MAIL BOX CS4010	1,288.00	\$29.11	\$33.36	\$39.80	
415908		RICOH FINISHER FD4000	4,872.00	\$110.11	\$126.18	\$150.54	
416230		RICOH TAB SHEET HOLDER TYPE 9002	25.00	\$0.57	\$0.65	\$0.77	
415017		RICOH 11IN X 17IN TRAY UNIT TYPE 9001	861.00	\$19.46	\$22.30	\$26.60	
415814		RICOH CARD BRACKET TYPE 3352	71.00	\$1.60	\$1.84	\$2.19	
417111		OPTIONAL COUNTER INTERFACE UNIT TYPE M12	35.00	\$0.79	\$0.91	\$1.08	
417636		FAX OPTION TYPE M25	491.00	\$11.10	\$12.72	\$15.17	
417641		G3 INTERFACE UNIT TYPE M25	344.00	\$7.77	\$8.91	\$10.63	
417644		FAX MEMORY UNIT TYPE M25 64MB	48.00	\$1.08	\$1.24	\$1.48	
417645		FAX CONNECTION UNIT TYPE M25	135.00	\$3.05	\$3.50	\$4.17	
417651		POSTSCRIPT3 UNIT TYPE M25	1,189.00	\$26.87	\$30.80	\$36.74	
417493		IEEE 802.11A/G/N INTERFACE UNIT TYPE M19	312.00	\$7.05	\$8.08	\$9.64	
417654		IDPS UNIT TYPE M25	974.00	\$20.88	\$23.93	\$28.55	
418105		USB DEVICE SERVER OPTION TYPE M19A	105.00	\$2.37	\$2.72	\$3.24	
417566		EXTENDED USB BOARD TYPE M19	375.00	\$8.48	\$9.71	\$11.59	
417508		FILE FORMAT CONVERTER TYPE M19	305.00	\$6.89	\$7.90	\$9.42	
417428		OCR UNIT TYPE M13	145.00	\$3.28	\$3.76	\$4.48	

Canon Category 5



SKU	Size / Speed	Base Unit Make/Model	FMV Buyout	5 Year Lease	4 Year Lease	3 Year Lease	12.50%	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
3305C043AA	A3 / 95ppm	imageRUNNER ADVANCE 8505i III/8595i III/8585i III Main Engine	Purchase Price \$10,009.00	\$219.20	\$259.23	\$309.28		
0198C001AA	A3 / 95ppm	imageRUNNER ADVANCE 8595i Speed License	\$2,962.00	\$64.87	\$76.72	\$91.53		\$0.0059 Black
0197C001AA	A3 / 105ppm	imageRUNNER ADVANCE 8505i Speed License	\$10,990.00	\$240.68	\$284.64	\$339.59		\$0.0052 Black
List any deviations from required specs:								
0126C001AA		2/3 Hole Puncher Unit-A1	\$492.22	\$10.78	\$12.75	\$15.21		
0099C002AA		Staple Finisher-X1	\$3,348.11	\$73.32	\$86.72	\$103.46		
0100C002AA		Booklet Finisher-X1	\$5,160.89	\$133.67	\$159.47	\$196.70		
0117C002AA		Staple Finisher-W1 PRO	\$6,365.76	\$139.41	\$164.87	\$196.70		
0118C002AB		Booklet Finisher-W1 PRO	\$8,491.95	\$185.97	\$219.94	\$262.40		
2988B001AA		Inner Booklet Trimmer-A1 (for Booklet Finisher-X1)	\$3,583.91	\$78.49	\$92.82	\$110.74		
1140C001AA		Booklet Trimmer-F1	\$7,611.11	\$166.68	\$197.13	\$235.18		
2895B002AA		Puncher Unit-BF1 (for Staple Finisher-X1 and Booklet Finisher-X1)	\$494.12	\$10.82	\$12.80	\$15.27		
5738B002AA		Puncher Unit-BF1 (for Staple Finisher-W1 PRO or Booklet Finisher-W1 PRO)	\$555.24	\$12.16	\$14.38	\$17.16		
0102C002AA		Document Insertion Unit-M1 (for Staple Finisher-X1, Booklet Finisher-X1, Paper Folding Unit-J1)	\$3,277.00	\$71.77	\$84.87	\$101.26		
0161C001AA		Insertion Option controller Kit-A1 (Required when attached with Staple Paper Folding Unit-J1)	\$173.53	\$3.80	\$4.49	\$5.36		
0103C002AA		Paper Folding Unit-J1 (for Staple Finisher-X1, Booklet Finisher-X1, Staple Super G3 FAX Board-A52)	\$7,780.39	\$170.39	\$201.52	\$240.42		
0166C007CA		Super G3 FAX Board-A52	\$510.00	\$11.17	\$13.21	\$15.76		
0167C007AA		Super G3 2nd Line Fax Board-A52	\$305.56	\$6.69	\$7.91	\$9.44		
0168C004AA		Super G3 3rd/4th Line Fax Board-A52	\$610.53	\$13.37	\$15.81	\$18.87		

SKU	Size / Speed	Base Unit Make/Model	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
8116B060AA	A3 B&W / 140ppm	varioPRINT DP Line Main Engine Base Model Set (MFP Model)	\$ 28,536.00	\$ 881.76	\$ 739.08	\$ 624.94	
8116B075AA	A3 B&W / 130 ppm	varioPRINT DP Line 140 Base License with Printer Operation Care Set	\$ 21,648.00	\$ 688.92	\$ 560.68	\$ 474.09	\$ 0.0041
8116B077AA	A3 B&W / 130 ppm	varioPRINT DP Line 130 Base License with Printer Operation Care Set	\$ 11,152.00	\$ 344.60	\$ 288.84	\$ 244.23	\$ 0.0043
8116B079AA	A3 B&W / 115 ppm	varioPRINT DP Line 115 Base License with Printer Operation Care Set	\$ 4,592.00	\$ 141.89	\$ 118.93	\$ 100.56	\$ 0.0045
8116B080AA	A3 B&W / 115 ppm	varioPRINT DP Line 115 APPE Base License Set with Printer Operation Care	\$ 5,051.20	\$ 156.08	\$ 130.83	\$ 110.62	
8116B074AA	A3 B&W / 140 ppm	varioPRINT DP Line 140 Base License without Printer Operation Care Set	\$ 21,648.00	\$ 688.92	\$ 560.68	\$ 474.09	\$ 0.0041
8116B076AA	A3 B&W / 130 ppm	varioPRINT DP Line 130 Base License without Printer Operation Care Set	\$ 11,152.00	\$ 344.60	\$ 288.84	\$ 244.23	\$ 0.0043
8116B078AA	A3 B&W / 115 ppm	varioPRINT DP Line 115 Base License without Printer Operation Care Set	\$ 4,592.00	\$ 141.89	\$ 118.93	\$ 100.56	\$ 0.0045
8116B061AA	A3 B&W / 140 ppm	varioPRINT DP Line Main Engine Base Model Set (Printer Model)	\$ 27,224.00	\$ 841.22	\$ 705.10	\$ 596.21	
8116B075AA	A3 B&W / 130 ppm	varioPRINT DP Line 140 Base License with Printer Operation Care Set	\$ 21,648.00	\$ 688.92	\$ 560.68	\$ 474.09	\$ 0.0041
8116B077AA	A3 B&W / 130 ppm	varioPRINT DP Line 130 Base License with Printer Operation Care Set	\$ 11,152.00	\$ 344.60	\$ 288.84	\$ 244.23	\$ 0.0043
8116B079AA	A3 B&W / 115 ppm	varioPRINT DP Line 115 Base License with Printer Operation Care Set	\$ 4,592.00	\$ 141.89	\$ 118.93	\$ 100.56	\$ 0.0045
8116B080AA	A3 B&W / 115 ppm	varioPRINT DP Line 115 APPE Base License Set with Printer Operation Care	\$ 5,051.20	\$ 156.08	\$ 130.83	\$ 110.62	
8116B074AA	A3 B&W / 140 ppm	varioPRINT DP Line 140 Base License without Printer Operation Care Set	\$ 21,648.00	\$ 688.92	\$ 560.68	\$ 474.09	\$ 0.0041
8116B076AA	A3 B&W / 130 ppm	varioPRINT DP Line 130 Base License without Printer Operation Care Set	\$ 11,152.00	\$ 344.60	\$ 288.84	\$ 244.23	\$ 0.0043
8116B078AA	A3 B&W / 115 ppm	varioPRINT DP Line 115 Base License without Printer Operation Care Set	\$ 4,592.00	\$ 141.89	\$ 118.93	\$ 100.56	\$ 0.0045
List any deviations from required specs:							
8116B069AA		External Paper Input Module-D1 Set	\$ 6,560.00	\$ 202.70	\$ 169.90	\$ 143.66	
8117B043AA		Covers NO EPIM-D1	\$ 78.72	\$ 2.43	\$ 2.04	\$ 1.72	
8117B002BA		Duo Paper Tray Kit -C1	\$ 2,558.40	\$ 79.05	\$ 66.26	\$ 56.03	
5388B002AA		Form Assist Module II	\$ 295.20	\$ 9.12	\$ 7.65	\$ 6.46	
0117C002AA		Staple Finisher-W1 PRO	\$ 8,528.00	\$ 263.52	\$ 220.88	\$ 186.76	
0118C002AA		Booklet Finisher-W1 PRO	\$ 10,758.40	\$ 332.43	\$ 278.64	\$ 235.61	
5738B002AA		Puncher Unit-B51 (for Staple Finisher-W1 PRO or Booklet Finisher-W1 PRO)	\$ 619.92	\$ 19.16	\$ 16.06	\$ 13.58	
0965C006AA		High Capacity Stacker-H1 Set	\$ 10,824.00	\$ 334.46	\$ 280.34	\$ 237.05	
7168B008BA		HCS End Module Cover	\$ 85.28	\$ 2.64	\$ 2.21	\$ 1.87	
8117B045AA		Output Tray	\$ 984.00	\$ 30.41	\$ 25.49	\$ 21.55	
5418B002AA		Océ PowerLift-A1 (includes 5 pallets) <21>	\$ 3,247.20	\$ 100.34	\$ 84.10	\$ 71.11	
0102C006AA		Document Insertion Unit-N1 Set	\$ 3,870.40	\$ 119.60	\$ 100.24	\$ 84.76	
0103C001AA		Paper Folding Unit-J1 (for Staple Finisher-X1 or Booklet Finisher-X1)	\$ 9,184.00	\$ 283.79	\$ 237.87	\$ 201.13	
0258C005AA		Multi Function Professional Puncher-B1	\$ 9,840.00	\$ 304.06	\$ 254.86	\$ 215.50	
0259C004AA		Plastic Comb 19-Hole Punch LTR	\$ 721.60	\$ 22.30	\$ 18.69	\$ 15.80	
0259C005AA		Twin Loop 21-Hole Punch LTR	\$ 721.60	\$ 22.30	\$ 18.69	\$ 15.80	
0259C006AA		Twin Loop 32-Hole Punch LTR	\$ 721.60	\$ 22.30	\$ 18.69	\$ 15.80	
0259C007AA		Color Coil 44-Hole Punch LTR	\$ 721.60	\$ 22.30	\$ 18.69	\$ 15.80	
0259C003AA		Velo Bind 11-Hole Punch LTR	\$ 721.60	\$ 22.30	\$ 18.69	\$ 15.80	
0259C001AA		Loose Leaf 3-Hole Punch A4/LTR	\$ 721.60	\$ 22.30	\$ 18.69	\$ 15.80	

0259C002AA	Loose Leaf 5-Hole Punch LTR	\$	721.60	\$	22.30	\$	18.69	\$	15.80
0259C018AA	High Durability Plastic Comb 19-Hole Punch LTR	\$	1,968.00	\$	60.81	\$	50.97	\$	43.10
0259C016AA	High Durability Color Coil 44-Hole Punch LTR	\$	1,896.80	\$	56.76	\$	47.57	\$	40.23
0259C017AA	High Durability Loose Leaf 3-Hole Punch LTR	\$	1,640.00	\$	50.68	\$	42.48	\$	35.92
1140C001AA	Booklet Trimmer-F1	\$	7,216.00	\$	222.97	\$	186.89	\$	158.03
1140C003AA	2-Knife Trimmer And Conveyor Set	\$	30,996.00	\$	957.78	\$	802.80	\$	678.81
8116B070AA	Decurler Set Item	\$	4,395.20	\$	135.81	\$	113.84	\$	96.25
8117B026AA	Bulk Tray Small Format-A1	\$	1,115.20	\$	34.46	\$	28.88	\$	24.42
6079B002AA	Copy Control Device-C1	\$	98.40	\$	3.04	\$	2.55	\$	2.15
8117B044BA	Operator Attention Light-D1	\$	623.20	\$	19.26	\$	16.14	\$	13.65
6082B001AA	Removable HDD Kit-C1	\$	164.00	\$	5.07	\$	4.25	\$	3.59
6086B002AA	Section 508 2-C1 (Mouse)	\$	22.96	\$	0.71	\$	0.59	\$	0.50
8337B004AA	SDD BLM300C Professional Booklet Maker	\$	20,992.00	\$	648.65	\$	543.69	\$	459.72
8338B001AA	SDD Front Trimmer BLT6989	\$	11,808.00	\$	364.87	\$	305.83	\$	258.60
8338B006AA	SDD Two-Knife Trimmer STR6702	\$	27,552.00	\$	851.36	\$	713.60	\$	603.39
8338B002AA	SDD Square Fold SFM6904	\$	10,168.00	\$	314.19	\$	263.35	\$	222.68
8338B003AA	SDD Rotator RTM6940	\$	11,808.00	\$	364.87	\$	305.83	\$	258.60
8338B004AA	SDD Long Beltstacker BST6800	\$	2,952.00	\$	91.22	\$	76.46	\$	64.65
8338B005AA	SDD Short Beltstacker BST6900	\$	2,952.00	\$	91.22	\$	76.46	\$	64.65
8502B003AA	Ring Binder MB-1000C Set	\$	18,007.20	\$	556.42	\$	466.39	\$	394.36
2329V882	Ring Cartridge MB-1000C	\$	223.04	\$	6.89	\$	5.78	\$	4.88
2329V554	Ring Opener MB-1000C	\$	42.64	\$	1.32	\$	1.10	\$	0.93
9713B004AA	Pedestal & Ramp Set	\$	688.80	\$	21.28	\$	17.84	\$	15.08
9713B006AA	3 Pedestals & Ramp Set	\$	1,607.20	\$	49.66	\$	41.63	\$	35.20
9713B009AA	4 Pedestals & Ramp Set	\$	1,968.00	\$	60.81	\$	50.97	\$	43.10
5868B001AA	DocBox-C1	\$	984.00	\$	30.41	\$	25.49	\$	21.55
5870B001AA	Color scan to file/e-mail-C1	\$	295.20	\$	9.12	\$	7.65	\$	6.46
5871B001AA	Remote Viewer-C1	\$	524.80	\$	16.22	\$	13.59	\$	11.49
5873B001AA	Multiple Queue-C1	\$	459.20	\$	14.19	\$	11.89	\$	10.06
5874B001AA	Streaming-C1	\$	1,968.00	\$	60.81	\$	50.97	\$	43.10
5877B001AA	Accounting-C1	\$	295.20	\$	9.12	\$	7.65	\$	6.46
5878B001AA	E-shredding C1	\$	636.32	\$	19.66	\$	16.48	\$	13.94
5876B001AA	DP Link-C1	\$	1,968.00	\$	60.81	\$	50.97	\$	43.10
5880B001AA	KDK Link-C1	\$	1,968.00	\$	60.81	\$	50.97	\$	43.10
5883B001AA	Microsoft XPS Standard Speed-C1	\$	459.20	\$	14.19	\$	11.89	\$	10.06
5886B001AA	Microsoft XPS High Speed-C1	\$	721.60	\$	22.30	\$	18.69	\$	15.80
5887B001AA	Chinese Simpi PS3 Fonts-C1	\$	393.60	\$	12.16	\$	10.19	\$	8.62
5888B001AA	Chinese Trad PS3 Fonts-C1	\$	393.60	\$	12.16	\$	10.19	\$	8.62
5889B001AA	Japanese PS3 Fonts-C1	\$	1,705.60	\$	52.70	\$	44.18	\$	37.35
5890B001AA	Korean PS3 Fonts-C1	\$	393.60	\$	12.16	\$	10.19	\$	8.62
5885B001AA	Postscript 3/PDF High Speed-C1	\$	1,640.00	\$	50.68	\$	42.48	\$	35.92
8539B007AA	Integrity Checker-E1	\$	557.60	\$	17.23	\$	14.44	\$	12.21
8539B006AA	PPML-E1	\$	721.60	\$	22.30	\$	18.69	\$	15.80
8943B023AA	Océ PRISMAprepare Light V6 - 1 Concurrent user	\$	3,280.00	\$	101.35	\$	84.95	\$	71.83
8628B062AA	Annual Maintenance Océ PRISMAprepare Light V6 - 1 Concurrent user	\$	590.40	\$	18.24	\$	15.29	\$	12.93

Ricoh Category 5

SKU	Size / Speed	Base Unit Make/Model	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
409236	A3 - 96ppm	PRO8300S	14,535.00	\$328.49	\$376.46	\$449.13	\$,0052 Black
		List any deviations from required specs:	No Deviations				
409256		LCIT RTS130	2,390.00	\$54.01	\$61.90	\$73.85	
409117		LCIT RTS110	4,868.00	\$110.02	\$126.08	\$150.42	
409082		VACUUM FEED LCIT RTS120	6,263.00	\$141.54	\$162.21	\$193.53	
404652		RICOH BRIDGE UNIT BU5010	1,458.00	\$32.95	\$37.76	\$45.05	
409095		VACUUM FEED BANNER SHEET TRAY TYPE S9	869.00	\$19.64	\$22.51	\$26.85	
409090		MULTI BYPASS TRAY BY5020	847.00	\$19.14	\$21.94	\$26.17	
409096		MULTI BYPASS ATTACHMENT KIT FOR VACUUM FEED LCIT TYPE S9	250.00	\$5.65	\$6.48	\$7.73	
409099		MULTI BYPASS BANNER SHEET TRAY TYPE S9	490.00	\$11.07	\$12.69	\$15.14	
409338		A3/11X17 TRAY UNIT TK5020	841.00	\$19.01	\$21.78	\$25.99	
407964		ATTENTION LIGHT AL3000	755.00	\$17.06	\$19.55	\$23.33	
409355		TCBU/ORU TYPE S11 (SET A)	2,155.00	\$48.70	\$55.81	\$66.59	

Color Category 1



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SKU	Size / Speed	Base Unit Make/Model	FMV Buyout	8%	10%	12.50%	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
3279C002AA	A3 / 25ppm	imageRUNNER ADVANCE C3525i III	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	\$0.098 Black
3278C002AA	A3 / 30ppm	imageRUNNER ADVANCE C3530i III	\$3,190.44	\$69.86	\$82.62	\$98.71	\$0.0579 Color
		List any deviations from required specs:	\$4,574.12	\$100.17	\$118.50	\$141.34	\$0.0102 Black
1537C002AA		Cassette Feeding Unit-A1	No Deviations	No Deviations	No Deviations	No Deviations	\$0.0605 Color
2384C001AA		Cabinet Type-R	\$795.29	\$17.42	\$20.60	\$24.57	
9611B001AA		Inner 2-way Tray-J1	\$90.59	\$2.35	\$2.35	\$2.80	
1553C001AA		Inner Finisher-K1	\$62.35	\$1.37	\$1.61	\$1.93	
1540C001AA		Staple Finisher-AA1	\$612.93	\$13.42	\$15.87	\$18.94	
1541C001AA		Booklet Finisher-AA1	\$1,585.32	\$34.72	\$41.06	\$48.99	
0126C001AA		2/3 Hole Puncher Unit-A1	\$2,589.60	\$56.71	\$67.07	\$80.02	
1538C001AA		FL Cassette- BE1	\$521.18	\$11.41	\$13.50	\$16.10	
1539C001AA		FL Cassette- BF1	\$70.59	\$1.55	\$1.83	\$2.18	
8815A003AA		Copy Tray-J2	\$70.59	\$1.55	\$1.83	\$2.18	
0165C001AA		Utility Tray-B1	\$27.06	\$0.59	\$0.70	\$0.84	
0606C001AA		Platen Cover Type W	\$37.65	\$0.82	\$0.98	\$1.16	
3284C001AA		Super G3 FAX Board-AZ1	\$74.12	\$1.62	\$1.92	\$2.29	
1555C002AA		Super G3 2nd Line Fax Board-AU1	\$467.31	\$10.23	\$12.10	\$14.44	
			\$305.27	\$6.69	\$7.91	\$9.43	

SKU	Size / Speed	Base Unit Make/Model	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
3313C002BA		imageRUNNER ADVANCE C256iF III	\$1,690.86	\$37.03	\$43.79	\$52.25	\$0.015 Black
		List any deviations from required specs:	No Deviations	No Deviations	No Deviations	No Deviations	\$0.0088 Color
1409C002AA		Cassette Module-AE1	\$240.00	\$5.26	\$6.22	\$7.42	
9579B003AA		Cassette Feeding Unit-A1	\$311.01	\$6.81	\$8.06	\$9.61	
9580B003AA		Cassette Feeding Unit-AK1	\$617.88	\$13.53	\$16.00	\$19.09	
9581B001AA		FL Cassette-AV1	\$79.77	\$1.75	\$2.07	\$2.46	
1410C001AA		Staple Finisher-Z1	\$780.57	\$17.09	\$20.22	\$24.12	
1478C002AA		Super G3 2nd Line Fax Board-AT1	\$380.00	\$8.32	\$9.84	\$11.74	

HP Color Category 1

Manufacture ID	Size / Speed	Item Description	Shasta Pricing	60 Month FMV	48 Month FMV	36 Month FMV	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
X3A61A		Base Engine for E77822dn	\$ 2,962.16	\$ 64.87	\$ 76.72	\$ 91.53	
X3A78A	Color A3 / 22ppm	Speed Option E77822dn	\$ 0.28	\$ 0.01	\$ 0.01	\$ 0.01	\$0.013 Black
X3A64A		Base Engine for E77822z	\$ 3,742.94	\$ 81.97	\$ 96.94	\$ 115.66	
X3A77A	Color A3 / 22ppm	Speed Option for E77822z	\$ 0.28	\$ 0.01	\$ 0.01	\$ 0.01	\$0.013 Black
X3A61A		Base Engine for E77822dn	\$ 2,962.16	\$ 64.87	\$ 76.72	\$ 91.53	
X3A81A	Color A3 / 25ppm	Speed Option for E77825dn	\$ 228.51	\$ 5.00	\$ 5.92	\$ 7.06	\$0.013 Black
X3A64A		Base Engine for E77822z	\$ 3,742.94	\$ 81.97	\$ 96.94	\$ 115.66	
X3A80A	Color A3 / 25ppm	Speed Option for E77825z	\$ 228.23	\$ 5.00	\$ 5.91	\$ 7.05	\$0.013 Black
X3A61A		Base Engine for E77822dn	\$ 2,962.16	\$ 64.87	\$ 76.72	\$ 91.53	
X3A84A	Color A3 / 30ppm	Speed Option for E77830dn	\$ 600.60	\$ 13.15	\$ 15.56	\$ 18.56	\$0.010 Black
X3A64A		Base Engine for E77822z	\$ 3,742.94	\$ 81.97	\$ 96.94	\$ 115.66	
X3A83A	Color A3 / 30ppm	Speed Option for E77830z	\$ 600.60	\$ 13.15	\$ 15.56	\$ 18.56	\$0.010 Black
		List any deviations from required specs:	No Deviations	No Deviations	No Deviations	No Deviations	
Y1G17A		Cabinet	\$ 234.23	\$ 5.13	\$ 6.07	\$ 7.24	
Y1F97A		Dual Cassette 2 X 520 sheets	\$ 576.58	\$ 12.63	\$ 14.93	\$ 17.82	
Y1F99A		2000 sheet High Capacity Input	\$ 1,096.65	\$ 24.02	\$ 28.40	\$ 33.89	

Y1G23A	2nd Exit - See definitions for requirements	\$ 55.44	\$ 1.21	\$ 1.44	\$ 1.71
Y1G00A	Inner finisher	\$ 857.47	\$ 18.78	\$ 22.21	\$ 26.50
Y1G18A	External stapler/stacker finisher -3000	\$ 1,321.61	\$ 28.94	\$ 34.23	\$ 40.84
Y1G07A	Booklet maker finisher	\$ 2,231.35	\$ 48.87	\$ 57.79	\$ 68.95
Y1G02A	Hole punch - 2/3 for inner fin.	\$ 514.50	\$ 11.27	\$ 13.33	\$ 15.90
Y1G10A	Hole punch - 2/3 for external fin.	\$ 514.50	\$ 11.27	\$ 13.33	\$ 15.90
CC487A	Fax	\$ 347.32	\$ 7.61	\$ 9.00	\$ 10.73
B5L28A	Internal USB Ports	\$ 41.94	\$ 0.92	\$ 1.09	\$ 1.30
B5L29A	Secure High Performance Hard Disk Dr	\$ 615.61	\$ 13.48	\$ 15.94	\$ 19.02
B5L31A	Foreign Interface Harness	\$ 114.72	\$ 2.51	\$ 2.97	\$ 3.54
CC543B	Smartcard US Govt Niprnet Solution	\$ 438.14	\$ 9.60	\$ 11.35	\$ 13.54
CZ208A	AC USB Proximity Reader	\$ 198.61	\$ 4.35	\$ 5.14	\$ 6.14
F5S62A	Trusted Platform Module Print Access	\$ 116.65	\$ 2.55	\$ 3.02	\$ 3.60
F8B30A	Smartcard US Govt Siprnet Solution	\$ 492.24	\$ 10.78	\$ 12.75	\$ 15.21
J8030A	Jetdirect 3000w NFC/Wireless Access	\$ 72.79	\$ 1.59	\$ 1.89	\$ 2.25
J8031A	Jetdirect 2900nw Print Server	\$ 183.82	\$ 4.03	\$ 4.76	\$ 5.68
X3D03A	USB Universal Card Reader	\$ 198.61	\$ 4.35	\$ 5.14	\$ 6.14
Y1G15A	Job Separator	\$ 74.00	\$ 1.62	\$ 1.92	\$ 2.29

Manufacture ID	Size / Speed	Item Description	Shasta Pricing	60 Month FMV	48 Month FMV	36 Month FMV	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
418276	Color A3 / 25ppm	IM C2000	\$ 2,774.00	\$ 62.69	\$ 71.85	\$ 85.72	\$ 0.13 Black
418284	Color A3 / 30ppm	IM C2500	\$ 3,486.00	\$ 78.78	\$ 90.29	\$ 107.72	\$ 0.13 Black
List any deviations from required specs:							\$ 0.08 Color
No Deviations							\$ 0.08 Color

006428MIU	ESP XG-PCS-15D	\$ 144.00	\$ 3.25	\$ 3.73	\$ 4.45
418355	PAPER FEED UNIT PB3270	\$ 257.00	\$ 5.81	\$ 6.66	\$ 7.94
418352	PAPER FEED UNIT PB3300	\$ 647.00	\$ 14.62	\$ 16.76	\$ 19.99
416737	CASTER TABLE TYPE M3	\$ 123.00	\$ 2.78	\$ 3.19	\$ 3.80
100478FNG	CABINET TYPE F	\$ 108.00	\$ 2.44	\$ 2.80	\$ 3.34
418378	INTERNAL FINISHER SR3250	\$ 395.00	\$ 8.93	\$ 10.23	\$ 12.21
418341	INTERNAL FINISHER SR3300	\$ 391.00	\$ 8.84	\$ 10.13	\$ 12.08
MX418397RA	MEMORY UNIT TYPE M37 4GB	\$ 190.00	\$ 4.29	\$ 4.92	\$ 5.87
418327	PUNCH UNIT PU3070 NA	\$ 418.00	\$ 9.45	\$ 10.83	\$ 12.92
418381	PUNCH UNIT PU3080 NA	\$ 339.00	\$ 7.66	\$ 8.78	\$ 10.48
418335	BOOKLET FINISHER SR3270	\$ 1,561.00	\$ 35.28	\$ 40.43	\$ 48.23
418345	BRIDGE UNIT BU3090	\$ 141.00	\$ 3.19	\$ 3.65	\$ 4.36
418406	POSTSCRIPT3 UNIT TYPE M37	\$ 255.00	\$ 5.76	\$ 6.60	\$ 7.88
417428	OCR UNIT TYPE M13	\$ 145.00	\$ 3.28	\$ 3.76	\$ 4.48
417093	IEEE 802.11A/G/N INTERFACE UNIT TY	\$ 312.00	\$ 7.05	\$ 8.08	\$ 9.64
416869	RICOH KEY COUNTER BRACKET TYPE	\$ 66.00	\$ 1.49	\$ 1.71	\$ 2.04
417508	FILE FORMAT CONVERTER TYPE M19	\$ 305.00	\$ 6.89	\$ 7.90	\$ 9.42
418410	VM CARD TYPE M37	\$ 17.00	\$ 0.38	\$ 0.44	\$ 0.53
418398	DEVICE SERVER OPTION TYPE M37	\$ 119.00	\$ 2.69	\$ 3.08	\$ 3.68
418392	FAX OPTION TYPE M37	\$ 763.00	\$ 17.24	\$ 19.76	\$ 23.58
MX417518RA	FAX MEMORY UNIT TYPE M19 64MB	\$ 31.00	\$ 0.70	\$ 0.80	\$ 0.96
418530	G3 INTERFACE UNIT TYPE M37	\$ 368.00	\$ 8.32	\$ 9.53	\$ 11.37

Manufacture ID	Size / Speed	Item Description	Shasta Pricing	60 Month FMV	48 Month FMV	36 Month FMV	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
418292	Color A3 / 30ppm	IM C3000	\$ 5,146.00	\$ 116.30	\$ 133.28	\$ 159.01	\$ 0.13 Black
List any deviations from required specs:							\$ 0.08 Color
No Deviations							\$ 0.08 Color

418335	BOOKLET FINISHER SR3270	\$ 1,561.00	\$ 35.28	\$ 40.43	\$ 48.23
418345	BRIDGE UNIT BU3090	\$ 141.00	\$ 3.19	\$ 3.65	\$ 4.36
100478FNG	CABINET TYPE F	\$ 108.00	\$ 2.44	\$ 2.80	\$ 3.34
416737	CASTER TABLE TYPE M3	\$ 123.00	\$ 2.78	\$ 3.19	\$ 3.80
418337	FINISHER SR3260	\$ 736.00	\$ 16.63	\$ 19.06	\$ 22.74
418378	INTERNAL FINISHER SR3250	\$ 395.00	\$ 8.93	\$ 10.23	\$ 12.21
418341	INTERNAL FINISHER SR3300	\$ 391.00	\$ 8.84	\$ 10.13	\$ 12.08
418339	INTERNAL MULTI-FOLD UNIT FD3010	\$ 1,510.00	\$ 34.13	\$ 39.11	\$ 46.66
418343	INTERNAL SHIFT TRAY SH3080	\$ 192.00	\$ 4.34	\$ 4.97	\$ 5.93

Canon Color Category 2



SKU	Size / Speed	Base Unit Make/Model	FMV Buyout	8%	10%	12.50%	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
3276C003AA	CLR - A3 / 35ppm	ImageRUNNER ADVANCE C5535i III	Purchase Price \$4,292.00	5 Year Lease \$93.99	4 Year Lease \$111.16	3 Year Lease \$132.62	\$0.080 Black \$0.055 Color
3275C003AA	CLR - A3 / 40ppm	ImageRUNNER ADVANCE C5540i III	Purchase Price \$5,371.15	5 Year Lease \$117.63	4 Year Lease \$139.11	3 Year Lease \$165.97	\$0.079 Black \$0.055 Color
0610C002AA		Optional Accessories					
0609C002AA		High Capacity Cassette Feeding Unit-A1	\$811.76	\$17.78	\$21.02	\$25.08	
0609C002AA		Cassette Feeding Unit-AM1	\$721.18	\$15.79	\$18.68	\$22.28	
1770C001AB		Cabinet Type-N	\$214.67	\$4.70	\$5.56	\$6.63	
0607C002AA		Paper Deck Unit-F1	\$1,512.00	\$33.11	\$39.16	\$46.72	
9611B001AA		Inner 2-way Tray-I1	\$70.67	\$1.55	\$1.83	\$2.18	
0615C002BA		Inner Finisher-H1	\$691.96	\$15.15	\$17.92	\$21.38	
0618C002AA		Inner 2/3 Hole Puncher-B1	\$504.00	\$11.04	\$13.05	\$15.57	
0613C002AA		Staple Finisher-Y1	\$1,480.88	\$32.43	\$38.35	\$45.76	
0614C002AA		Booklet Finisher-Y1	\$2,328.78	\$51.00	\$60.32	\$71.96	
0619C002AA		Buffer Pass Unit-L1	\$226.67	\$4.96	\$5.87	\$7.00	
0126C001AA		2/3 Hole Puncher Unit-A1	\$590.67	\$12.94	\$15.30	\$18.25	
0166C007CA		Super G3 FAX Board-AS2	\$480.00	\$10.51	\$12.43	\$14.83	
0167C007AA		Super G3 2nd Line Fax Board-AS2	\$305.56	\$6.69	\$7.91	\$9.44	
0168C004AA		Super G3 3rd/4th Line Fax Board-AS2	\$646.45	\$14.16	\$16.74	\$19.98	

SKU	Size / Speed	Base Unit Make/Model	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
2280C002AA	Color A4 / 35ppm	ImageRUNNER ADVANCE C356iF II	\$ 2,168.87	\$ 47.50	\$ 56.17	\$ 67.02	\$0.0120 \$0.0880
	List any deviations from required specs:	Built in Fax					
		Optional Accessories					
1409C002AA		Cassette Module-AE1	\$ 234.00	\$ 5.12	\$ 6.06	\$ 7.23	
9679B003AA		Cassette Feeding Unit-AJ1	\$ 303.24	\$ 6.84	\$ 7.85	\$ 9.37	
9580B003AA		Cassette Feeding Unit-AK1	\$ 602.43	\$ 13.19	\$ 15.60	\$ 18.62	
9581B001AA		FL Cassette-AV1	\$ 77.78	\$ 1.70	\$ 2.01	\$ 2.40	
1410C001AA		Staple Finisher-Z1	\$ 761.00	\$ 13.19	\$ 19.71	\$ 23.52	

HP Color Category 2

SKU	Size / Speed	Base Unit Make/Model	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
X3A73A	Color A3 / 40ppm	Base Engine for E87640dn	\$ 5,893.09	\$ 129.06	\$ 152.63	\$ 182.10	\$0.093 Black \$0.067 Color
X3A87A	Color A3 / 40ppm	Speed Option for E87640dn	\$ 0.28	\$ 0.01	\$ 0.01	\$ 0.01	\$0.093 Black \$0.067 Color
X3A76A	Color A3 / 40ppm	Base Engine for E87640z	\$ 6,573.87	\$ 146.16	\$ 172.85	\$ 206.22	\$0.093 Black \$0.067 Color
X3A86A	Color A3 / 40ppm	Speed Option for E87640z	\$ 0.28	\$ 0.01	\$ 0.01	\$ 0.01	\$0.093 Black \$0.067 Color
	List any deviations from required specs:	No Deviations					
Y1G16A		Cabinet	\$ 234.23	\$ 5.13	\$ 6.07	\$ 7.24	
Y1F98A		Dual Cassette 2 x 520 sheets	\$ 576.58	\$ 12.63	\$ 14.93	\$ 17.82	
Y1G21A		2000 sheet High Capacity Input	\$ 1,096.65	\$ 24.02	\$ 28.40	\$ 33.89	
Y1G20A		3000 side HCL (dept)	\$ 1,465.96	\$ 32.10	\$ 37.97	\$ 45.30	
Y1G00A		Inner finisher	\$ 857.47	\$ 18.78	\$ 22.21	\$ 26.50	
Y1G18A		External stapler/stacker finisher -3000 sheets	\$ 1,321.61	\$ 28.94	\$ 34.23	\$ 40.84	
Y1G07A		Booklet maker finisher	\$ 2,231.35	\$ 48.87	\$ 57.79	\$ 68.95	
Y1G02A		Hole punch - 2/3 for inner fin.	\$ 514.50	\$ 11.27	\$ 13.33	\$ 15.90	
Y1G10A		Hole punch - 2/3 for external fin.	\$ 514.50	\$ 11.27	\$ 13.33	\$ 15.90	
CC487A		Fax	\$ 347.32	\$ 7.61	\$ 9.00	\$ 10.73	
B5128A		Internal USB Ports	\$ 41.94	\$ 0.92	\$ 1.09	\$ 1.30	
B5129A		Secure High Performance Hard Disk Drive	\$ 615.61	\$ 13.48	\$ 15.94	\$ 19.02	
B5131A		Foreign Interface Harness	\$ 114.72	\$ 2.51	\$ 2.97	\$ 3.54	
CC543B		Smartcard US Govt Niprnet Solution	\$ 438.14	\$ 9.60	\$ 11.35	\$ 13.54	

CZ208A		AC USB Proximity Reader	\$	198.61	\$	4.35	\$	5.14	\$	6.14
F5562A		Trusted Platform Module Print Accessory	\$	116.65	\$	2.55	\$	3.02	\$	3.60
F8830A		Smartcard US Govt Siprnet Solution	\$	492.24	\$	10.78	\$	12.75	\$	15.21
J8030A		Jetdirect 3000w NFC/Wireless Accessory	\$	72.79	\$	1.59	\$	1.89	\$	2.25
J8031A		Jetdirect 2900nw Print Server	\$	183.82	\$	4.03	\$	4.76	\$	5.68
X3D03A		USB Universal Card Reader	\$	198.61	\$	4.35	\$	5.14	\$	6.14

SKU	Size / Speed	Size / Speed	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
Y3260A	Color A3 / 40ppm	PageWide Managed Color MFP P77440dn	\$ 2,566.45	\$ 56.21	\$ 66.47	\$ 79.30	\$.0093 Black
Y3264A	Color A3 / 40ppm	PageWide Managed Color MFP P77940dtns - internal finl	\$ 3,496.45	\$ 76.57	\$ 90.56	\$ 108.04	\$.0093 Black
	List any deviations from required specs:		No Deviations				
P1V16A		Cassette - 1 X 550 sheets	\$ 280.20	\$ 6.14	\$ 7.26	\$ 8.66	
P1V17A		Cassette - 1 X 550 sheets plus stand	\$ 571.03	\$ 12.51	\$ 14.79	\$ 17.64	
P1V18A		Cassette - 3 X 550 sheets plus stand	\$ 948.34	\$ 20.77	\$ 24.56	\$ 29.30	
P1V19A		Cassette - 2 X 2000 sheets plus stand	\$ 1,325.41	\$ 29.03	\$ 34.33	\$ 40.96	
Y1G10A		Hole punch - 2/3 for external finisher	\$ 461.53	\$ 10.11	\$ 11.95	\$ 14.26	
Y1G14A		Stapler/Stacker Finisher Staples	\$ 119.27	\$ 2.61	\$ 3.09	\$ 3.69	
CC543B		Smartcard US Govt Niprnet Solution	\$ 347.54	\$ 7.61	\$ 9.00	\$ 10.74	
F8830A		Smartcard US Govt Siprnet Solution	\$ 390.46	\$ 8.55	\$ 10.11	\$ 12.07	
J8196A		Staple Cartridge Refill	\$ 29.51	\$ 0.65	\$ 0.76	\$ 0.91	
E5K48A		1GB 90-Pin DDR3 DIMM	\$ 107.26	\$ 2.35	\$ 2.78	\$ 3.31	
E5K49A		2GB DDR3x32 144-Pin 800MHz SODIMM Accessory	\$ 117.10	\$ 2.56	\$ 3.03	\$ 3.62	
2EH31A		MFP Analog 700 Fax Accessory	\$ 275.50	\$ 6.03	\$ 7.14	\$ 8.51	
3JN69A		Jetdirect 3100w BLE/NFC/Wireless Accy	\$ 67.90	\$ 1.49	\$ 1.76	\$ 2.10	

Ricoh Color Category 2

SKU	Size / Speed	Size / Speed	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
418300	Color A3 / 35ppm	IM C3500	\$ 6,143.00	\$1138.83	\$159.10	\$189.82	\$.0093 Black
	List any deviations from required specs:		No Deviations				
006428MIU		ESP XG-PCS-15D	144.00	\$3.25	\$3.73	\$4.45	
418376		1 BIN TRAY BN3130	213.00	\$4.81	\$5.52	\$6.58	
417485		EOI BANNER PAPER TRAY TYPE M19	396.00	\$10.26	\$12.24	\$12.24	
418335		BOOKLET FINISHER SR3270	1,561.00	\$35.28	\$40.43	\$48.23	
418345		BRIDGE UNIT BU3090	141.00	\$3.19	\$3.65	\$4.36	
100478FNG		CABINET TYPE F	108.00	\$2.44	\$2.80	\$3.34	
416737		CASTER TABLE TYPE M3	123.00	\$2.78	\$3.19	\$3.80	
418337		FINISHER SR3260	736.00	\$16.63	\$19.06	\$22.74	
417497		EOI IMAGEABLE AREA EXTENSION UNIT TYPE M19	40.00	\$0.90	\$1.04	\$1.24	
418378		INTERNAL FINISHER SR3250	395.00	\$8.93	\$10.23	\$12.21	
418341		INTERNAL FINISHER SR3300	391.00	\$8.84	\$10.13	\$12.08	
418339		INTERNAL MULTI-FOLD UNIT FD3010	1,510.00	\$34.13	\$39.11	\$46.66	
418343		INTERNAL SHIRT TRAY SR3080	192.00	\$4.34	\$4.97	\$5.93	
418358		LCIT RT3040	856.00	\$19.35	\$22.17	\$26.45	
MX41839TRA		MEMORY UNIT TYPE M37 4GB	190.00	\$4.29	\$4.92	\$5.87	
418360		LCIT PB3290	678.00	\$15.32	\$17.56	\$20.95	
418355		PAPER FEED UNIT PB3270	257.00	\$5.81	\$6.66	\$7.94	
418349		PAPER FEED UNIT PB3280	564.00	\$12.75	\$14.61	\$17.43	
418327		PUNCH UNIT PU3070 NA	418.00	\$9.45	\$10.83	\$12.92	
418381		PUNCH UNIT PU3080 NA	339.00	\$7.66	\$8.78	\$10.48	
MX417518RA		FAX MEMORY UNIT TYPE M19 64MB	31.00	\$0.70	\$0.80	\$0.96	
418392		FAX OPTION TYPE M37	763.00	\$17.24	\$19.76	\$23.58	
418530		G3 INTERFACE UNIT TYPE M37	368.00	\$8.32	\$9.53	\$11.37	
418398		DEVICE SERVER OPTION TYPE M37	119.00	\$2.69	\$3.08	\$3.68	
417508		FILE FORMAT CONVERTER TYPE M19	305.00	\$6.89	\$7.90	\$9.42	
417493		IEEE 802.11A/G/N INTERFACE UNIT TYPE M19	312.00	\$7.05	\$8.08	\$9.64	
416869		RICOH KEY COUNTER BRACKET TYPE	66.00	\$1.49	\$1.71	\$2.04	
417428		OCR UNIT TYPE M13	145.00	\$3.28	\$3.76	\$4.48	
418368		PAGE KEEPER TYPE M37	217.00	\$4.90	\$5.62	\$6.71	
418406		POSTSCRIPT3 UNIT TYPE M37	255.00	\$5.76	\$6.60	\$7.88	

Color Category 3

RMC Ray Morgan Co.
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SKU	Size / Speed	Base Unit Make/Model	FMV Buyout	5 Year Lease	4 Year Lease	3 Year Lease	12.50%	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
3274C003AA	CLR - A3 / 50ppm	ImageRUNNER ADVANCE C5500 III	Purchase Price \$ 5,981.25	\$ 130.99	\$ 154.91	\$ 184.82		\$.0068 Black
3273C003AA	CLR - A3 / 60ppm	ImageRUNNER ADVANCE C5560 III	\$ 7,172.68	\$ 157.08	\$ 185.77	\$ 221.64		\$.0068 Black \$.051 Color
List any deviations from required specs:								
0609C002AA		Cassette Feeding Unit-AM1	\$721.18	\$15.79	\$18.68	\$22.28		
1770C001AB		Cabinet Type-N	\$214.67	\$4.70	\$5.56	\$6.63		
0607C002AA		Paper Deck Unit-F1	\$1,512.00	\$33.11	\$39.16	\$46.72		
9611B001AA		Inner 2-way Tray-J1	\$70.67	\$1.55	\$1.83	\$2.18		
0615C002BA		Inner Finisher-Y1	\$681.96	\$15.15	\$17.92	\$21.38		
0618C002AA		Inner 2/3 Hole Puncher-B1	\$504.00	\$11.04	\$13.05	\$15.57		
0613C002AA		Staple Finisher-Y1	\$1,480.88	\$32.43	\$38.35	\$45.76		
0614C002AA		Booklet Finisher-Y1	\$2,328.78	\$51.00	\$60.32	\$71.96		
0619C002AA		Buffer Pass Unit-L1	\$226.67	\$4.96	\$5.87	\$7.00		
0126C001AA		2/3 Hole Puncher Unit-A1	\$590.67	\$12.94	\$15.30	\$18.25		
0166C007CA		Super G3 FAX Board-AS2	\$480.00	\$10.51	\$12.43	\$14.83		
0167C007AA		Super G3 2nd Line Fax Board-AS2	\$305.56	\$6.69	\$7.91	\$9.44		
0168C004AA		Super G3 3rd/4th Line Fax Board-AS2	\$646.45	\$14.16	\$16.74	\$19.98		
3296C002AA	CLR - A3 / 65ppm	ImageRUNNER ADVANCE C7550 III	Purchase Price \$12,268.94	\$268.69	\$317.77	\$379.11		Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
3295C002AA	CLR - A3 / 70ppm	ImageRUNNER ADVANCE C7500 III	\$14,414.01	\$315.67	\$373.32	\$445.39		\$.051 Color
List any deviations from required specs:								
0099C002AA		Staple Finisher-X1	\$3,441.11	\$75.36	\$89.12	\$106.33		
0100C002AA		Booklet Finisher-X1	\$5,160.89	\$113.02	\$133.67	\$159.47		
0102C002AA		Document Insertion Unit-N1 (for Staple Finisher-X1 or Booklet Finisher-X1)	\$3,277.00	\$71.77	\$84.87	\$101.26		
0103C001AA		Paper Folding Unit-J1 (for Staple Finisher-X1 or Booklet Finisher-X1)	\$7,515.34	\$164.59	\$194.65	\$232.22		
2898B001AA		Inner Booklet Trimmer-A1 (for Booklet Finisher-X1)	\$3,464.44	\$75.87	\$89.73	\$107.05		
2959B002AA		Puncher Unit-BF1	\$560.00	\$12.26	\$14.50	\$17.30		
0259C005AA		Multi Function Professional Puncher-B1	\$12,000.00	\$262.80	\$310.80	\$370.80		
0259C001AA		Loose Leaf 3-Hole Punch A4/LTR	\$838.73	\$18.37	\$21.72	\$25.92		
0259C002AA		Loose Leaf 5-Hole Punch LTR	\$838.73	\$18.37	\$21.72	\$25.92		
0259C003AA		Velio Bird 11-Hole Punch LTR	\$838.73	\$18.37	\$21.72	\$25.92		
0259C004AA		Plastic Comb 19-Hole Punch LTR-B1	\$838.73	\$18.37	\$21.72	\$25.92		
0259C005AA		Twin Loop 21-Hole Punch LTR-B1	\$838.73	\$18.37	\$21.72	\$25.92		
0259C006AA		Twin Loop 32-Hole Punch LTR-B1	\$838.73	\$18.37	\$21.72	\$25.92		
0259C007AA		Color Coil 44-Hole Punch LTR-B1	\$838.73	\$18.37	\$21.72	\$25.92		
0259C016AA		High Durability Color Coil 44-Hole Punch LTR-B1	\$2,063.20	\$45.18	\$53.44	\$63.75		
0259C017AA		High Durability Loose Leaf 3-Hole Punch LTR	\$1,863.67	\$40.81	\$48.27	\$57.59		
0259C018AA		High Durability Loose Leaf 5-Hole Punch LTR	\$2,196.00	\$48.09	\$56.88	\$67.86		
0124C003BA		Staple Finisher-V2	\$1,681.11	\$36.82	\$43.54	\$51.95		
0125C003BA		Booklet Finisher-V2	\$2,998.75	\$65.67	\$77.67	\$92.66		
1196C001AA		Document Insertion Unit-Q1	\$1,707.78	\$37.40	\$44.23	\$52.77		
0126C001AA		2/3 Hole Puncher Unit-A1	\$590.67	\$12.94	\$15.30	\$18.25		
0162C002AA		POD Deck Unit-E1	\$1,349.60	\$29.56	\$34.95	\$41.70		
0163C002AA		POD Deck Lite-C1	\$2,440.53	\$53.45	\$63.21	\$75.41		
1136C002AA		Multi-drawer Paper Deck-C1	\$6,960.00	\$152.42	\$180.26	\$215.06		
0166C007CA		Super G3 FAX Board-AS2	\$480.00	\$10.51	\$12.43	\$14.83		
0167C007AA		Super G3 2nd Line Fax Board-AS2	\$323.53	\$7.09	\$8.38	\$10.00		
0168C004AA		Super G3 3rd/4th Line Fax Board-AS2	\$732.64	\$16.04	\$18.98	\$22.64		

HP Color Category 3

SKU	Size / Speed	Base Unit Make/Model	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
X3A73A		Base Engine for E876	\$ 5,893.09	\$ 129.06	\$ 152.63	\$ 182.10	
X3A90A	Coor A3 / 50ppm	Speed Option for E87650dn	\$ 1,357.36	\$ 29.73	\$ 35.16	\$ 41.94	\$.0630 Color
X3A76A		Base Engine for E876	\$ 6,673.87	\$ 146.16	\$ 172.85	\$ 206.22	
X3A89A	Coor A3 / 50ppm	Speed Option for E87650z	\$ 1,357.36	\$ 29.73	\$ 35.16	\$ 41.94	\$.0630 Color
X3A73A		Base Engine for E876	\$ 5,893.09	\$ 129.06	\$ 152.63	\$ 182.10	
X3A93A	Coor A3 / 60ppm	Speed Option for E87660dn	\$ 2,558.56	\$ 56.03	\$ 66.27	\$ 79.06	\$.059 Color
X3A76A		Base Engine for E876	\$ 6,673.87	\$ 146.16	\$ 172.85	\$ 206.22	
X3A92A	Coor A3 / 60ppm	Speed Option for E87660z	\$ 2,558.56	\$ 56.03	\$ 66.27	\$ 79.06	\$.059 Color

List any deviations from required specs:		No Deviations		Purchase Price		5 Year Lease		4 Year Lease		3 Year Lease	
Y1G16A	Cabinet	\$	234.23	\$	5.13	\$	6.07	\$	7.24		
Y1P98A	Dual Cassette 2 x 520 sheets	\$	576.58	\$	12.63	\$	14.93	\$	17.82		
Y1G21A	2000 sheet High Capacity Input	\$	1,096.65	\$	24.02	\$	28.40	\$	33.89		
Y1G20A	3000 side HCl (dept)	\$	1,465.96	\$	32.10	\$	37.97	\$	45.30		
Y1G00A	Inner finisher	\$	857.47	\$	18.78	\$	22.21	\$	26.50		
Y1G18A	External stapler/stacker finisher -3000 sheets	\$	1,321.61	\$	28.94	\$	34.23	\$	40.84		
Y1G07A	Booklet maker finisher	\$	2,231.35	\$	48.87	\$	57.79	\$	68.95		
Y1G02A	Hole punch - 2/3 for inner fin.	\$	514.50	\$	11.27	\$	13.33	\$	15.90		
Y1G10A	Hole punch - 2/3 for external fin.	\$	514.50	\$	11.27	\$	13.33	\$	15.90		
CC487A	Fax	\$	347.32	\$	7.61	\$	9.00	\$	10.73		
BSL28A	Internal USB Ports	\$	41.94	\$	0.92	\$	1.09	\$	1.30		
BSL29A	Secure High Performance Hard Disk Drive	\$	615.61	\$	13.48	\$	15.94	\$	19.02		
BSL31A	Foreign Interface Harness	\$	114.72	\$	2.51	\$	2.97	\$	3.54		
CC543B	Smartcard US Govt Niprint Solution	\$	438.14	\$	9.60	\$	11.35	\$	13.54		
CZ208A	AC USB Proximity Reader	\$	198.61	\$	4.35	\$	5.14	\$	6.14		
F5S62A	Trusted Platform Module Print Accessory	\$	116.65	\$	2.55	\$	3.02	\$	3.60		
F8B30A	Smartcard US Govt Niprint Solution	\$	492.24	\$	10.78	\$	12.75	\$	15.21		
J8D30A	Jetdirect 3000w NFC/Wireless Accessory	\$	72.79	\$	1.59	\$	1.89	\$	2.25		
J8D31A	Jetdirect 2900nw Print Server	\$	183.82	\$	4.03	\$	4.76	\$	5.68		
X3D03A	USB Universal Card Reader	\$	198.61	\$	4.35	\$	5.14	\$	6.14		

HP Color Category 3 - Pagewidth											
Color Save Capability											
SKU	Size / Speed	Base Unit Make/Model	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.				
2CF58A		E776dn MFP Base Printer	\$ 4,510.53	\$ 98.78	\$ 116.82	\$ 139.38					
2GP04A	Color A3 / 50ppm	E77650dn License 50ppm MFP no wifi/no flow	\$ 0.27	\$ 0.01	\$ 0.01	\$ 0.01					
2Z5G7A	Color A3 / 50ppm	PageWide Managed Color MFP E77660dn	\$ 5,383.61	\$ 117.90	\$ 139.44	\$ 166.35					
2CF58A		E776dn MFP Base Printer	\$ 4,100.48	\$ 89.80	\$ 106.20	\$ 126.70					
2GP05A	Color A3 / 60ppm	E77660dn License 60ppm MFP no wifi/no flow	\$ 2,283.13	\$ 28.10	\$ 33.23	\$ 39.65					
2Z5G9A	Color A3 / 50ppm	PageWide Managed Color MFP E77650dms	\$ 4,902.67	\$ 107.37	\$ 126.98	\$ 151.49					
2CF57A		E776dms MFP Base Printer	\$ 4,902.41	\$ 107.36	\$ 126.97	\$ 151.48					
2GP07A	Color A3 / 50ppm	E77650dms License with internal finisher	\$ 0.27	\$ 0.01	\$ 0.01	\$ 0.01					
2LF96A	Color A3 / 60ppm	PageWide Managed Color MFP E77660dms	\$ 6,185.54	\$ 135.46	\$ 160.21	\$ 191.13					
2CF57A		E776dms MFP Base Printer	\$ 4,902.41	\$ 107.36	\$ 126.97	\$ 151.48					
2GP08A	Color A3 / 60ppm	E77660dms License with internal finisher	\$ 2,283.13	\$ 28.10	\$ 33.23	\$ 39.65					
2J720A	Color A3 / 50ppm	PageWide Managed Color Flow MFP E77650z	\$ 4,558.84	\$ 99.84	\$ 118.07	\$ 140.87					
2CF58A		E776z Flow MFP Base Printer	\$ 4,558.57	\$ 99.83	\$ 118.07	\$ 140.86					
2GP10A	Color A3 / 50ppm	E77650z License 50ppm MFP Flow version	\$ 0.27	\$ 0.01	\$ 0.01	\$ 0.01					
2J720A	Color A3 / 60ppm	PageWide Managed Color Flow MFP E77660z	\$ 5,853.26	\$ 128.19	\$ 151.60	\$ 180.87					
2CF58A		E776z Flow MFP Base Printer	\$ 4,558.57	\$ 99.83	\$ 118.07	\$ 140.86					
2GP11A	Color A3 / 60ppm	E77660z License 60ppm MFP Flow version	\$ 2,294.69	\$ 28.35	\$ 33.53	\$ 40.01					
2J721A	Color A3 / 50ppm	PageWide Managed Color Flow MFP E77650z	\$ 5,360.76	\$ 117.40	\$ 138.84	\$ 165.65					
2CF59A		E776z Flow MFP Base Printer	\$ 5,360.49	\$ 117.39	\$ 138.84	\$ 165.64					
2GP13A	Color A3 / 50ppm	E77650z License 50ppm MFP Flow and internal finisher	\$ 0.27	\$ 0.01	\$ 0.01	\$ 0.01					
2J720A	Color A3 / 60ppm	PageWide Managed Color Flow MFP E77660z	\$ 6,655.18	\$ 145.75	\$ 172.37	\$ 205.65					
2CF59A		E776z Flow MFP Base Printer	\$ 5,360.49	\$ 117.39	\$ 138.84	\$ 165.64					
2GP14A	Color A3 / 60ppm	E77660z License 60ppm MFP Flow and internal finisher	\$ 2,294.69	\$ 28.35	\$ 33.53	\$ 40.01					
2Z5G7A	Color A3 / 50ppm	PageWide Managed Color Flow MFP E77650z+	\$ 4,902.94	\$ 107.37	\$ 126.99	\$ 151.50					
2CF60A		E776z+ Flow MFP Base Printer	\$ 4,902.67	\$ 107.37	\$ 126.98	\$ 151.49					
2GP16A	Color A3 / 50ppm	E77650z+ License 50ppm MFP Flow	\$ 0.27	\$ 0.01	\$ 0.01	\$ 0.01					
2Z5G7A	Color A3 / 60ppm	PageWide Managed Color Flow MFP E77660z+	\$ 6,197.10	\$ 135.72	\$ 160.50	\$ 191.49					
2CF60A		E776z+ Flow MFP Base Printer	\$ 4,902.67	\$ 107.37	\$ 126.98	\$ 151.49					
2GP17A	Color A3 / 60ppm	E77660z+ License 60ppm MFP Flow	\$ 2,294.42	\$ 28.35	\$ 33.53	\$ 40.00					
TBD01	Color A3 / 50ppm	PageWide MFP E77650dn Colorsave Printer	\$ 4,673.09	\$ 102.34	\$ 121.03	\$ 144.40					
2CF56A		E776dn MFP Base Printer	\$ 4,100.48	\$ 89.80	\$ 106.20	\$ 126.70					
3ZN88A	Color A3 / 50ppm	E77650dn 50ppm Spd Colorsave License	\$ 572.61	\$ 12.54	\$ 14.83	\$ 17.69					
TBD02	Color A3 / 60ppm	PageWide MFP E77660dn Colorsave Printer	\$ 5,967.51	\$ 130.69	\$ 154.56	\$ 184.40					
2CF56A		E776dn MFP Base Printer	\$ 4,100.48	\$ 89.80	\$ 106.20	\$ 126.70					
3ZN89A	Color A3 / 60ppm	E77660dn 60ppm Spd Colorsave License	\$ 1,867.03	\$ 40.89	\$ 48.36	\$ 57.69					
TBD03	Color A3 / 50ppm	PageWide MFP E77650dms Colorsave Printer	\$ 5,475.02	\$ 119.90	\$ 141.80	\$ 169.18					
2CF57A		E776dms MFP Base Printer	\$ 4,902.41	\$ 107.36	\$ 126.97	\$ 151.48					

Color Category 4



SKU	Size / Speed A3 / 80ppm	Base Unit Make/Model MP C8003 (220V)	FMY Buyout	8%			10%			12.50%	Service and Supply Pricing. Should be per image to include all parts, labor & supplies. (less paper & staples) with no minimum volume requirements.
			Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	4 Year Lease	3 Year Lease	3 Year Lease		
417673			\$ 16,196.00	\$ 366.03	\$ 419.48	\$ 500.46	\$ 366.03	\$ 419.48	\$ 500.46		
			No Deviations								
006429MIU		XG-PCS 120/20D RIC AMP SURGE PROTECTOR	\$ 150.00	\$ 3.39	\$ 3.89	\$ 4.64	\$ 3.39	\$ 3.89	\$ 4.64		
007138MIU		XG-PCS20820D RIC AMP SURGE PROTECTOR	\$ 218.00	\$ 4.93	\$ 5.65	\$ 6.74	\$ 4.93	\$ 5.65	\$ 6.74		
417628		FINISHER SR4120	\$ 1,408.00	\$ 31.82	\$ 36.47	\$ 43.51	\$ 31.82	\$ 36.47	\$ 43.51		
417629		FINISHER SR4130	\$ 3,132.00	\$ 70.78	\$ 81.12	\$ 96.78	\$ 70.78	\$ 81.12	\$ 96.78		
417630		OUTPUT JOGGER UNIT TYPE M25	\$ 204.00	\$ 4.61	\$ 5.28	\$ 6.30	\$ 4.61	\$ 5.28	\$ 6.30		
416612		PUNCH UNIT PU3060 NA	\$ 345.00	\$ 7.80	\$ 8.94	\$ 10.66	\$ 7.80	\$ 8.94	\$ 10.66		
416632		RICOH FINISHER SR4110	\$ 2,853.00	\$ 64.48	\$ 73.89	\$ 88.16	\$ 64.48	\$ 73.89	\$ 88.16		
416633		MAIL BOX CS4010	\$ 1,288.00	\$ 29.11	\$ 33.36	\$ 39.80	\$ 29.11	\$ 33.36	\$ 39.80		
417904		COPY TRAY TYPE M26	\$ 94.00	\$ 2.12	\$ 2.43	\$ 2.90	\$ 2.12	\$ 2.43	\$ 2.90		
417878		LCIT RT4050	\$ 2,924.00	\$ 66.08	\$ 75.73	\$ 90.35	\$ 66.08	\$ 75.73	\$ 90.35		
416699		LCIT RT4020	\$ 1,308.00	\$ 29.56	\$ 33.88	\$ 40.42	\$ 29.56	\$ 33.88	\$ 40.42		
416637		8.5X14 PAPER TRAY TYPE M2	\$ 482.00	\$ 10.89	\$ 12.48	\$ 14.89	\$ 10.89	\$ 12.48	\$ 14.89		
417631		COVER INTERPOSER TRAY C14040	\$ 607.00	\$ 13.72	\$ 15.72	\$ 18.76	\$ 13.72	\$ 15.72	\$ 18.76		
416640		COVER INTERPOSER TRAY C14020	\$ 2,066.00	\$ 46.69	\$ 53.51	\$ 63.84	\$ 46.69	\$ 53.51	\$ 63.84		
417883		A3/11 IN X 17 IN TRAY UNIT TYPE M26	\$ 887.00	\$ 20.05	\$ 22.97	\$ 27.41	\$ 20.05	\$ 22.97	\$ 27.41		
416642		TAB SHEET HOLDER TYPE M2	\$ 28.00	\$ 0.63	\$ 0.73	\$ 0.87	\$ 0.63	\$ 0.73	\$ 0.87		
417678		BANNER PAPER GUIDE TRAY TYPE M26	\$ 476.00	\$ 10.76	\$ 12.33	\$ 14.71	\$ 10.76	\$ 12.33	\$ 14.71		
415908		RICOH FINISHER FD4000	\$ 4,872.00	\$ 110.11	\$ 126.18	\$ 150.54	\$ 110.11	\$ 126.18	\$ 150.54		
412983		[FOCI] RICOH PUNCH UNIT PU5000 NA	\$ 521.00	\$ 11.77	\$ 13.49	\$ 16.10	\$ 11.77	\$ 13.49	\$ 16.10		
417677		COOLING FAN UNIT TYPE M26	\$ 296.00	\$ 6.69	\$ 7.67	\$ 9.15	\$ 6.69	\$ 7.67	\$ 9.15		
417908		COOLING FAN UNIT TYPE M31	\$ 787.00	\$ 17.79	\$ 20.38	\$ 24.32	\$ 17.79	\$ 20.38	\$ 24.32		
417689		FAX OPTION TYPE M26	\$ 131.00	\$ 2.96	\$ 3.39	\$ 4.05	\$ 2.96	\$ 3.39	\$ 4.05		
417686		FAX CONNECTION UNIT TYPE M26	\$ 378.00	\$ 8.54	\$ 9.79	\$ 11.68	\$ 8.54	\$ 9.79	\$ 11.68		
417692		G3 INTERFACE UNIT TYPE M26	\$ 67.00	\$ 1.51	\$ 1.74	\$ 2.07	\$ 1.51	\$ 1.74	\$ 2.07		
417695		FAX MEMORY UNIT TYPE M26 64MB	\$ 279.00	\$ 6.31	\$ 7.23	\$ 8.62	\$ 6.31	\$ 7.23	\$ 8.62		
417679		POSTSCRIPT3 UNIT TYPE M26	\$ 789.00	\$ 17.83	\$ 20.44	\$ 24.38	\$ 17.83	\$ 20.44	\$ 24.38		
417717		IPDS UNIT TYPE M26	\$ 145.00	\$ 3.28	\$ 3.76	\$ 4.48	\$ 3.28	\$ 3.76	\$ 4.48		
417428		OCR UNIT TYPE M13	\$ 312.00	\$ 7.05	\$ 8.08	\$ 9.64	\$ 7.05	\$ 8.08	\$ 9.64		
417493		IEEE 802.11A/G/N INTERFACE UNIT TYPE M19	\$ 35.00	\$ 0.79	\$ 0.91	\$ 1.08	\$ 0.79	\$ 0.91	\$ 1.08		
417111		OPTIONAL COUNTER INTERFACE UNIT TYPE M12									
			Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	5 Year Lease	4 Year Lease	3 Year Lease		
409288		Base Unit Make/Model PROC72005	\$ 41,303.00	\$ 933.45	\$ 1,069.75	\$ 1,276.26	\$ 933.45	\$ 1,069.75	\$ 1,276.26		
			No Deviations								
409207		TCRU/QRU TYPE S9 (SET A)	\$ 2,332.00	\$ 52.70	\$ 60.40	\$ 72.06	\$ 52.70	\$ 60.40	\$ 72.06		
409205		TCRU TYPE S9 (SET B)	\$ 1,693.00	\$ 38.26	\$ 43.85	\$ 52.31	\$ 38.26	\$ 43.85	\$ 52.31		
409208		TCRU/QRU TYPE S9 (SET C)	\$ 658.00	\$ 14.87	\$ 17.04	\$ 20.33	\$ 14.87	\$ 17.04	\$ 20.33		
412203		[FOCI] RICOH TAB SHEET HLDR TYPE 3260	\$ 26.00	\$ 0.59	\$ 0.67	\$ 0.80	\$ 0.59	\$ 0.67	\$ 0.80		
409188		DECURL UNIT DU5060	\$ 911.00	\$ 20.59	\$ 23.59	\$ 28.15	\$ 20.59	\$ 23.59	\$ 28.15		
409117		LCIT RT5110	\$ 4,868.00	\$ 110.02	\$ 126.08	\$ 150.42	\$ 110.02	\$ 126.08	\$ 150.42		
409082		VACUUM FEED LCIT RT5120	\$ 6,263.00	\$ 141.54	\$ 162.21	\$ 193.53	\$ 141.54	\$ 162.21	\$ 193.53		
404652		RICOH BRIDGE UNIT BU5010	\$ 1,458.00	\$ 32.95	\$ 37.76	\$ 45.05	\$ 32.95	\$ 37.76	\$ 45.05		
409095		VACUUM FEED BANNER SHEET TRAY TYPE S9	\$ 869.00	\$ 19.64	\$ 22.51	\$ 26.85	\$ 19.64	\$ 22.51	\$ 26.85		
409090		MULTI BYPASS TRAY BY5020	\$ 847.00	\$ 19.14	\$ 21.94	\$ 26.17	\$ 19.14	\$ 21.94	\$ 26.17		
409099		MULTI BYPASS BANNER SHEET TRAY TYPE S9	\$ 490.00	\$ 11.07	\$ 12.69	\$ 15.14	\$ 11.07	\$ 12.69	\$ 15.14		
409096		MULTI BYPASS ATTACHMENT KIT FOR VACUUM FEED LCIT TYPE S9	\$ 250.00	\$ 5.65	\$ 6.48	\$ 7.73	\$ 5.65	\$ 6.48	\$ 7.73		
409186		BUFFER PASS UNIT TYPE S9	\$ 3,446.00	\$ 77.88	\$ 89.25	\$ 106.48	\$ 77.88	\$ 89.25	\$ 106.48		
404539		COVER INTERPOSER TRAY C15030	\$ 2,012.00	\$ 45.47	\$ 52.11	\$ 62.17	\$ 45.47	\$ 52.11	\$ 62.17		
404540		MULTI-FOLDING UNIT FD5020	\$ 4,872.00	\$ 110.11	\$ 126.18	\$ 150.54	\$ 110.11	\$ 126.18	\$ 150.54		
409093		HIGH CAPACITY STACKER SK5040	\$ 8,314.00	\$ 187.90	\$ 215.33	\$ 256.90	\$ 187.90	\$ 215.33	\$ 256.90		
404218		RICOH ROLL-AWAY CART TYPE 5010	\$ 395.00	\$ 8.93	\$ 10.23	\$ 12.21	\$ 8.93	\$ 10.23	\$ 12.21		

404542	PERFECT BINDER GB5010	\$ 31,662.00	\$ 715.56	\$ 820.05	\$ 978.36
404544	TRANSIT PASS UNIT PERFECT BINDER TYPE S1	\$ 1,687.00	\$ 38.13	\$ 43.69	\$ 52.13
404545	COVER INTERPOSER TRAY FOR PERFECT BINDER TYPE S	\$ 1,500.00	\$ 33.90	\$ 38.85	\$ 46.35
404546	RING BINDER RB5020	\$ 14,324.00	\$ 323.72	\$ 370.99	\$ 442.61
404114	RICOH RING OPENER TYPE A	\$ 43.00	\$ 0.97	\$ 1.11	\$ 1.33
404115	RICOH RING CARTRIDGE LT TYPE RB5000	\$ 241.00	\$ 5.45	\$ 6.24	\$ 7.45
404548	FINISHER SR5050	\$ 2,780.00	\$ 62.83	\$ 72.00	\$ 85.90
404550	BOOKLET FINISHER SR5060	\$ 4,231.00	\$ 95.62	\$ 109.58	\$ 130.74
404177	RICOH 2/3 HOLE PUNCH FOR SR5020	\$ 625.00	\$ 14.13	\$ 16.19	\$ 19.31
404400	RICOH TRIMMER UNIT TR5040	\$ 7,096.00	\$ 160.37	\$ 183.79	\$ 219.27
404877	SR5000 SERIES OUTPUT TRAY FOR BANNER SHEET TYPE S6	\$ 118.00	\$ 2.67	\$ 3.06	\$ 3.65
417111	OPTIONAL COUNTER INTERFACE UNIT TYPE M12	\$ 35.00	\$ 0.79	\$ 0.91	\$ 1.08
416605	OCR Unit Type M2	\$ 152.00	\$ 3.44	\$ 3.94	\$ 4.70
404660	RPIP INTERFACE BOX TYPE S3	\$ 1,418.00	\$ 32.05	\$ 0.03	\$ 0.03

\$43.82

SKU	Size / Speed	Base Unit Make/Model	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies. (less paper & staples) with no minimum volume requirements.
404863		PRO C5200S	\$ 20,350.00	\$ 459.91	\$ 527.07	\$ 628.82	\$.0098 Black
404864		PRO C5210S	\$ 24,143.00	\$ 545.63	\$ 625.30	\$ 746.02	\$.049 Color
List any deviations from required specs:							
007138MILU		XG-PCS20820D RIC AMP SURGE PROTECTOR	No Deviations				\$.0098 Black
\$ 404,917.00		TCRU/ORU TYPE S6 (SET A)	\$ 218.00	\$ 4.93	\$ 5.65	\$ 6.74	
\$ 404,918.00		TCRU/ORU TYPE S6 (SET B)	\$ 1,212.00	\$ 27.39	\$ 31.99	\$ 37.45	
\$ 416,699.00		LCIT RT4020	\$ 1,897.00	\$ 42.87	\$ 49.13	\$ 58.62	
\$ 417,878.00		LCIT RT4050	\$ 1,308.00	\$ 29.56	\$ 33.88	\$ 40.42	
\$ 416,640.00		COVER INTERPOSER TRAY C14020	\$ 2,924.00	\$ 66.08	\$ 75.73	\$ 90.35	
\$ 417,631.00		COVER INTERPOSER TRAY C14040	\$ 2,066.00	\$ 46.69	\$ 53.51	\$ 63.84	
\$ 417,883.00		A3/11 IN X 17 IN TRAY UNIT TYPE M26	\$ 607.00	\$ 13.72	\$ 15.72	\$ 18.76	
\$ 416,642.00		TAB SHEET HOLDER TYPE M2	\$ 887.00	\$ 20.05	\$ 22.97	\$ 27.41	
\$ 404,505.00		DECURL UNIT DU5020	\$ 28.00	\$ 0.63	\$ 0.73	\$ 0.87	
\$ 404,880.00		BUFFER PASS UNIT TYPE S6	\$ 1,713.00	\$ 38.71	\$ 44.37	\$ 52.93	
\$ 416,612.00		PUNCH UNIT PU3060 NA	\$ 4,530.00	\$ 102.38	\$ 117.33	\$ 139.98	
\$ 404,177.00		RICOH 2/3 HOLE PUNCH FOR SR5020	\$ 345.00	\$ 7.80	\$ 8.94	\$ 10.66	
\$ 404,879.00		MULTI BYPASS BANNER SHEET TRAY TYPE S6	\$ 625.00	\$ 14.13	\$ 16.19	\$ 19.31	
\$ 404,878.00		BANNER SHEET GUIDE TRAY FOR A3/11 IN X17 IN LCIT TYPE S6	\$ 478.00	\$ 10.80	\$ 12.38	\$ 14.77	
\$ 404,882.00		MEDIA IDENTIFICATION UNIT TYPE S3	\$ 351.00	\$ 7.93	\$ 9.09	\$ 10.85	
\$ 404,884.00		SMART OPERATION PANEL TYPE S6	\$ 171.00	\$ 3.86	\$ 4.43	\$ 5.28	
\$ 417,682.00		XPS DIRECT PRINT OPTION TYPE M26	\$ 309.00	\$ 6.98	\$ 8.00	\$ 9.55	
\$ 417,566.00		EXTENDED USB BOARD TYPE M19	\$ 52.00	\$ 1.18	\$ 1.35	\$ 1.61	
\$ 417,111.00		OPTIONAL COUNTER INTERFACE UNIT TYPE M12	\$ 375.00	\$ 8.48	\$ 9.71	\$ 11.59	
\$ 409,047.00		NFC CARD READER TYPE S6	\$ 35.00	\$ 0.79	\$ 0.91	\$ 1.08	
\$ 417,679.00		POSTSCRIPT3 UNIT TYPE M26	\$ 146.00	\$ 3.30	\$ 3.78	\$ 4.51	
\$ 417,508.00		FILE FORMAT CONVERTER TYPE M19	\$ 279.00	\$ 6.31	\$ 7.23	\$ 8.62	
\$ 417,493.00		IEEE 802.11A/G/N INTERFACE UNIT TYPE M19	\$ 305.00	\$ 6.89	\$ 7.90	\$ 9.42	
\$ 417,428.00		OCR UNIT TYPE M13	\$ 312.00	\$ 7.05	\$ 8.08	\$ 9.64	
\$ 417,927.00		COPIER CONNECTOR TYPE M25	\$ 145.00	\$ 3.28	\$ 3.76	\$ 4.48	
\$ 417,499.00		DATA OVERWRITE SECURITY UNIT TYPE M19	\$ 774.00	\$ 17.49	\$ 20.05	\$ 23.92	
\$ 409,001.00		SMART CARD READER BUILT-IN UNIT TYPE S6	\$ 179.00	\$ 4.05	\$ 4.64	\$ 5.53	
\$ 416,637.00		8.5X14 PAPER TRAY TYPE M2	\$ 45.00	\$ 1.02	\$ 1.17	\$ 1.39	
MXRHDC5200RA		REMOVABLE HARD DRIVE KIT FOR PRO C5200	\$ 482.00	\$ 10.89	\$ 12.48	\$ 14.89	
MXARHDPPRA		SET OF TWO SWAP-ABLE DRIVES WITH DOCKING TRAYS	\$ 1,148.00	\$ 25.94	\$ 29.73	\$ 35.47	
\$ 417,629.00		FINISHER SR4130	\$ 549.00	\$ 12.41	\$ 14.22	\$ 16.96	
\$ 417,630.00		OUTPUT JOGGER UNIT TYPE M25	\$ 3,132.00	\$ 70.78	\$ 81.12	\$ 96.78	
\$ 417,677.00		COOLING FAN UNIT TYPE M26	\$ 1,408.00	\$ 31.82	\$ 36.47	\$ 43.51	
\$ 404,875.00		FINISHER SR5070	\$ 296.00	\$ 6.69	\$ 7.67	\$ 9.15	
\$ 404,873.00		BOOKLET FINISHER SR5080	\$ 3,532.00	\$ 79.82	\$ 91.48	\$ 109.14	
\$ 417,904.00		COPY TRAY TYPE M26	\$ 6,391.00	\$ 144.44	\$ 165.53	\$ 197.48	
\$ 415,908.00		RICOH FINISHER FD4000	\$ 94.00	\$ 2.12	\$ 2.43	\$ 2.90	
\$ 404,872.00		SR4000 SERIES OUTPUT TRAY FOR BANNER SHEET TYPE S6	\$ 4,872.00	\$ 110.11	\$ 126.18	\$ 150.54	
\$ 404,877.00		SR5000 SERIES OUTPUT TRAY FOR BANNER SHEET TYPE S6	\$ 113.00	\$ 2.55	\$ 2.93	\$ 3.49	
			\$ 118.00	\$ 2.67	\$ 3.06	\$ 3.65	

Color Category 5



Ricoh Color Category 5

SKU	Size / Speed	Base Unit Make / Model	FMV Buyout	8%	10%	12.50%	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum volume requirements.
\$ 409,159.00	A3 / 95ppm	PROCT72105	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	\$.008 Black \$.049 Color
		List any deviations from required specs:	No Deviations				
\$ 409,207.00		TCRU/ORU TYPE S9 (SET A)	\$ 2,332.00	\$ 52.70	\$ 60.40	\$ 72.06	
\$ 409,205.00		TCRU TYPE S9 (SET B)	\$ 1,693.00	\$ 38.26	\$ 43.85	\$ 52.31	
\$ 409,208.00		TCRU/ORU TYPE S9 (SET C)	\$ 658.00	\$ 14.87	\$ 17.04	\$ 20.33	
\$ 404,195.00		RICOH DLT TRAY UNIT	\$ 841.00	\$ 19.01	\$ 21.78	\$ 25.99	
\$ 412,203.00		[FOC] RICOH TAB SHEET HLDR TYPE 3260	\$ 26.00	\$ 0.59	\$ 0.67	\$ 0.80	
\$ 409,188.00		DECURL UNIT DU5060	\$ 911.00	\$ 20.59	\$ 23.59	\$ 28.15	
\$ 409,117.00		LCIT RT5110	\$ 4,868.00	\$ 110.02	\$ 126.08	\$ 150.42	
\$ 409,082.00		VACUUM FEED LCIT RT5120	\$ 6,263.00	\$ 141.54	\$ 162.21	\$ 193.53	
\$ 404,652.00		RICOH BRIDGE UNIT BU5010	\$ 1,458.00	\$ 32.95	\$ 37.76	\$ 45.05	
\$ 409,095.00		VACUUM FEED BANNER SHEET TRAY TYPE S9	\$ 869.00	\$ 19.64	\$ 22.51	\$ 26.85	
\$ 409,090.00		MULTI BYPASS TRAY BY5020	\$ 847.00	\$ 19.14	\$ 21.94	\$ 26.17	
\$ 409,099.00		MULTI BYPASS BANNER SHEET TRAY TYPE S9	\$ 490.00	\$ 11.07	\$ 12.69	\$ 15.14	
\$ 409,096.00		MULTI BYPASS ATTACHMENT KIT FOR VACUUM FEED LCIT TYPE S9	\$ 250.00	\$ 5.65	\$ 6.48	\$ 7.73	
\$ 409,186.00		BUFFER PASS UNIT TYPE S9	\$ 3,446.00	\$ 77.88	\$ 89.25	\$ 106.48	
\$ 404,539.00		COVER INTERPOSER TRAY C15030	\$ 2,012.00	\$ 45.47	\$ 52.11	\$ 62.17	
\$ 404,540.00		MULTI-FOLDING UNIT FD5020	\$ 4,872.00	\$ 110.11	\$ 126.18	\$ 150.54	
\$ 409,093.00		HIGH CAPACITY STACKER SK5040	\$ 8,314.00	\$ 187.90	\$ 215.33	\$ 256.90	
\$ 404,218.00		RICOH ROLL-AWAY CART TYPE 5010	\$ 395.00	\$ 8.93	\$ 10.23	\$ 12.21	
\$ 404,542.00		PERFECT BINDER GB5010	\$ 31,662.00	\$ 715.56	\$ 820.05	\$ 978.36	
\$ 404,544.00		TRANSIT PASS UNIT PERFECT BINDER TYPE S1	\$ 1,687.00	\$ 38.13	\$ 43.69	\$ 52.13	
\$ 404,545.00		COVER INTERPOSER TRAY FOR PERFECT BINDER TYPE S	\$ 1,500.00	\$ 33.90	\$ 38.85	\$ 46.35	
\$ 404,546.00		RING BINDER RB5020	\$ 14,324.00	\$ 323.72	\$ 370.99	\$ 442.61	
\$ 404,114.00		RICOH RING OPENER TYPE A	\$ 43.00	\$ 0.97	\$ 1.11	\$ 1.33	
\$ 404,115.00		RICOH RING CARTRIDGE LT TYPE RB5000	\$ 241.00	\$ 5.45	\$ 6.24	\$ 7.45	
\$ 404,548.00		FINISHER SR5050	\$ 2,780.00	\$ 62.83	\$ 72.00	\$ 85.90	
\$ 404,550.00		BOOKLET FINISHER SR5060	\$ 4,231.00	\$ 95.62	\$ 109.58	\$ 130.74	
\$ 404,177.00		RICOH 2/3 HOLE PUNCH FOR SR5020	\$ 625.00	\$ 14.13	\$ 16.19	\$ 19.31	
\$ 404,400.00		RICOH TRIMMER UNIT TR5040	\$ 7,096.00	\$ 160.37	\$ 183.79	\$ 219.27	
\$ 404,877.00		SR5000 SERIES OUTPUT TRAY FOR BANNER SHEET TYPE S6	\$ 118.00	\$ 2.67	\$ 3.06	\$ 3.65	
\$ 417,111.00		OPTIONAL COUNTER INTERFACE UNIT TYPE M12	\$ 35.00	\$ 0.79	\$ 0.91	\$ 1.08	
\$ 416,605.00		OCR Unit Type M2	\$ 152.00	\$ 3.44	\$ 3.94	\$ 4.70	
\$ 404,660.00		RPI INTERFACE BOX TYPE S3	\$ 1,418.00	\$ 32.05	\$ 36.73	\$ 43.82	



Ray Morgan Co.

a b o company

Canon Production Print

SKU	Size / Speed	Base Unit Make/Model	Purchase Price	5 Year Lease	4 Year Lease	3 Year Lease	Service and Supply Pricing: Should be per image to include all parts, labor & supplies (less paper & staples) with no minimum
9116B008AA	Color A3 - 100pp	ImagePRESS C10000VP Digital Press	\$ 172,528.00	\$ 3,778.36	\$ 4,468.48	\$ 5,331.12	\$.0153 Black \$.0680 Color
9116B026AA	Color A3 - 80pp	ImagePRESS C8000VP Digital Press	\$ 146,288.00	\$ 3,203.71	\$ 3,788.86	\$ 4,520.30	\$.0153 Black \$.0680 Color
		List any deviations from required specs:	No Deviations				
9587B006AA		ImagePRESS Server B5000 & Control Panel Set	\$ 43,296.00	\$ 1,337.85	\$ 1,121.37	\$ 948.18	
9588B005AA		ImagePRESS Server B4000 & Control Panel Set	\$ 30,176.00	\$ 932.44	\$ 781.56	\$ 660.85	
0653C005AA		Color Image Reader-K1 Set	\$ 3,673.60	\$ 113.51	\$ 95.15	\$ 80.45	
0921C001AA		Printer Cover K-1	\$ 262.40	\$ 8.11	\$ 6.80	\$ 5.75	
1095B001AA		ADF Access Handle-A1	\$ 95.78	\$ 2.96	\$ 2.48	\$ 2.10	
9662B001AB		POD Deck-D1	\$ 9,298.80	\$ 287.33	\$ 240.84	\$ 203.64	
9662B004AA		Secondary POD Deck-D1	\$ 9,298.80	\$ 287.33	\$ 240.84	\$ 203.64	
0163C002AA		POD Deck Lite-C1	\$ 2,689.60	\$ 83.11	\$ 69.66	\$ 58.90	
3245B001AA		Tab Feeding Attachment-E1	\$ 110.21	\$ 3.41	\$ 2.85	\$ 2.41	
9664B002AB		Finisher-AN1	\$ 8,541.12	\$ 263.92	\$ 221.22	\$ 187.05	
9665B002AB		Saddle Finisher-AN2	\$ 10,745.28	\$ 332.03	\$ 278.30	\$ 235.32	
5738B002AA		Puncher Unit-B51 (for Staple Finisher-W1 PRO or Booklet Finisher-W1 PRO)	\$ 619.92	\$ 19.16	\$ 16.06	\$ 13.58	
5738B003AA		Puncher Unit-BT1(2/F4H)	\$ 619.92	\$ 19.16	\$ 16.06	\$ 13.58	
2898B001AC		Booklet Trimmer-D1 (for Booklet Finisher-W1 PRO)	\$ 6,543.60	\$ 202.20	\$ 169.48	\$ 143.30	
2827B002AA		Two-Knife Booklet Trimmer-A1	\$ 30,996.00	\$ 957.78	\$ 802.80	\$ 678.81	
0965C006AA		High Capacity Stacker-H1 Set	\$ 10,824.00	\$ 334.46	\$ 280.34	\$ 237.05	
7168B008BA		HCS End Module Cover	\$ 85.28	\$ 2.64	\$ 2.21	\$ 1.87	
5418B002AA		Océ PowerLift-A1 (includes 5 pallets) <21>	\$ 3,247.20	\$ 100.34	\$ 84.10	\$ 71.11	
5461B001AA		Additional Pallets for PowerLift (5 pallets)	\$ 65.60	\$ 2.03	\$ 1.70	\$ 1.44	
0258C011AA		Multi Function Professional Puncher A1	\$ 9,840.00	\$ 304.06	\$ 254.86	\$ 215.50	
0259C001AA		Loose Leaf 3-Hole Punch A4/LTR	\$ 721.60	\$ 22.30	\$ 18.69	\$ 15.80	
0259C002AA		Loose Leaf 3-Hole Punch LTR	\$ 721.60	\$ 22.30	\$ 18.69	\$ 15.80	
0259C003AA		Velo Bind 11-Hole Punch LTR	\$ 721.60	\$ 22.30	\$ 18.69	\$ 15.80	
0259C004AA		Plastic Comb 19-Hole Punch LTR	\$ 721.60	\$ 22.30	\$ 18.69	\$ 15.80	
0259C005AA		Twin Loop 21-Hole Punch LTR	\$ 721.60	\$ 22.30	\$ 18.69	\$ 15.80	
0259C006AA		Twin Loop 32-Hole Punch LTR	\$ 721.60	\$ 22.30	\$ 18.69	\$ 15.80	
0259C007AA		Color Coil 44-Hole Punch LTR	\$ 721.60	\$ 22.30	\$ 18.69	\$ 15.80	
0259C016AA		High Durability Color Coil 44-Hole Punch LTR	\$ 1,836.80	\$ 56.76	\$ 47.57	\$ 40.23	
0259C017AA		High Durability Loose Leaf 3-Hole Punch LTR	\$ 1,640.00	\$ 50.68	\$ 42.48	\$ 35.92	
0259C018AA		High Durability Plastic Comb 19-Hole Punch LTR	\$ 1,968.00	\$ 60.81	\$ 50.97	\$ 43.10	
0259C019AA		Crease Die	\$ 2,492.80	\$ 77.03	\$ 64.56	\$ 54.59	
0102C006AA		Document Insertion Unit-N1 Set	\$ 3,870.40	\$ 119.60	\$ 100.24	\$ 84.76	
0652C002AA		Perfect Binder-E1 UL	\$ 33,456.00	\$ 1,033.79	\$ 866.51	\$ 732.69	
0103C001AA		Paper Folding Unit-J1 (for Staple Finisher-X1 or Booklet Finisher-X1)	\$ 9,184.00	\$ 283.79	\$ 237.87	\$ 201.13	
0657C001AA		Long Sheet Tray-A1	\$ 1,968.00	\$ 60.81	\$ 50.97	\$ 43.10	
0965C003AA		HCS Long Sheet Tray-A1	\$ 262.40	\$ 8.11	\$ 6.80	\$ 5.75	
1348V957		Convenience Stapler-A1	\$ 196.80	\$ 6.08	\$ 5.10	\$ 4.31	
6357B001AB		Square Fold Booklet Maker with Two-Knife Trimmer	\$ 39,491.20	\$ 1,220.28	\$ 1,022.82	\$ 864.86	
6357B002AA		Square Fold Booklet Maker	\$ 16,400.00	\$ 506.76	\$ 424.76	\$ 359.16	
7134B005AA		SDD BLM300C Professional Booklet Maker	\$ 20,992.00	\$ 648.65	\$ 543.69	\$ 459.72	
8338B001AA		SDD Front Trimmer BLT6989	\$ 11,808.00	\$ 364.87	\$ 305.83	\$ 258.60	
8338B006AA		SDD Two-Knife Trimmer STR6702	\$ 27,552.00	\$ 851.36	\$ 713.60	\$ 603.39	
8338B002AA		SDD Square Fold SPM6904	\$ 10,168.00	\$ 314.19	\$ 263.35	\$ 222.68	
8338B003AA		SDD Rotator RTM6940	\$ 11,808.00	\$ 364.87	\$ 305.83	\$ 258.60	
8338B004AA		SDD Long Beltstacker BST6800	\$ 2,952.00	\$ 91.22	\$ 76.46	\$ 64.65	
8338B005AA		SDD Short Beltstacker BST6900	\$ 2,952.00	\$ 91.22	\$ 76.46	\$ 64.65	
8502B002AA		Ring Binder MB-1000C Set	\$ 18,007.20	\$ 556.42	\$ 466.39	\$ 394.36	

2329V882		Ring Cartridge MB-1000C	\$	223.04	\$	6.89	\$	5.78	\$	4.88	
2332V554		Ring Opener MB-1000C	\$	42.64	\$	1.32	\$	1.10	\$	0.93	
97138004AA		Pedestal & Ramp Set	\$	688.80	\$	21.28	\$	17.84	\$	15.08	
97138005AA		2 Pedestals & Ramp Set	\$	1,115.20	\$	34.46	\$	28.88	\$	24.42	
97138006AA		3 Pedestals & Ramp Set	\$	1,607.20	\$	49.66	\$	41.63	\$	35.20	
95958003AA		Color Universal Send Kit-AB1	\$	524.80	\$	16.22	\$	13.59	\$	11.49	
34058027AA		SEND ADVANCED-G1E	\$	852.80	\$	26.35	\$	22.09	\$	18.68	
40078004AA		DATA ERASE-C1E	\$	223.70	\$	6.91	\$	5.79	\$	4.90	
36818003AA		Voice Guidance Kit-F2	\$	551.04	\$	17.03	\$	14.27	\$	12.07	
0709C001AA		HDD Data Encryption and Mirroring Kit-E1	\$	344.40	\$	10.64	\$	8.92	\$	7.54	
0708C002AA		3.5INCH/250GB HDD Set	\$	2,755.20	\$	85.14	\$	71.36	\$	60.34	
0965C017AA		PRISMASync Controller ImagePRESS C1000VP Set	\$	9,840.00	\$	304.06	\$	254.86	\$	215.50	
0966C032AA		ImagePRESS C10000VP Series PRISMASync License Activation Kit	\$	19,286.40	\$	595.95	\$	499.52	\$	422.37	
0966C012AA		DP Link-F1	\$	1,968.00	\$	60.81	\$	50.97	\$	43.10	
0966C014AA		PPML-C1	\$	721.60	\$	22.30	\$	18.69	\$	15.80	
0966C015AA		Integrity Checker-C1	\$	557.60	\$	17.23	\$	14.44	\$	12.21	
0966C018AA		Fontset Simplified Chinese-E1	\$	393.60	\$	12.16	\$	10.19	\$	8.62	
0966C019AA		Fontset Traditional Chinese- E1	\$	393.60	\$	12.16	\$	10.19	\$	8.62	
0966C020AA		Fontset Japanese- E1	\$	1,705.60	\$	52.70	\$	44.18	\$	37.35	
0966C021AA		Fontset Korean-E1	\$	393.60	\$	12.16	\$	10.19	\$	8.62	
0966C028AA		ImagePRESS C10000VP Series PRISMASync V5 upgrade	\$	656.00	\$	20.27	\$	16.99	\$	14.37	
89438023AA		Océ PRISMAprepare Light V6 - 1 Concurrent user	\$	3,280.00	\$	101.35	\$	84.95	\$	71.83	
8628B062AA		Annual Maintenance Océ PRISMAprepare Light V6 - 1 Concurrent user	\$	590.40	\$	18.24	\$	15.29	\$	12.93	
0134B004AA		Removable HDD Kit-B2	\$	3,083.20	\$	95.27	\$	79.85	\$	67.52	
0134B003AA		Removable Hard Disk Drive Kit-B1 (for ColorPASS-GX400)	\$	1,279.20	\$	39.53	\$	33.13	\$	28.01	
7752A030AA		Graphic Arts Package Premium Web Activate	\$	4,067.20	\$	125.68	\$	105.34	\$	89.07	
1099V652		Integrated Interface & Stand-A1 (for ColorPASS-GX400)	\$	2,066.40	\$	63.85	\$	53.52	\$	45.25	
3077B121AA		FIERY JOB MASTER	\$	2,755.20	\$	85.14	\$	71.36	\$	60.34	
3077B115AA		FIERY JOB MASTER ANNUAL MAINTENANCE	\$	459.20	\$	14.19	\$	11.89	\$	10.06	

HP Laser Printers

SKU	Laser Printer Make/Model (& Accessories)	FMV Buyout				10%		12.50%		CPI Color	Speed	Description
		5 Year Lease	4 Year Lease	3 Year Lease	Purchase Price	3 Year Lease	4 Year Lease	CPI Mono	5 Year Lease			
1PU51A	HP LaserJet Managed E50145dnm Printer	\$ 14.74	\$ 17.43	\$ 20.79	\$ 672.93	\$ 17.43	\$ 20.79	\$ 0.0150	\$ 14.74		45ppm	mono printer
3GX98A	HP Color LaserJet Managed E55040dw Prntr	\$ 16.90	\$ 19.98	\$ 23.84	\$ 771.47	\$ 19.98	\$ 23.84	\$ 0.0149	\$ 16.90	0.08	40ppm	color printer
3GV03A	HP Color LaserJet Managed E65150dn Prntr	\$ 28.52	\$ 33.73	\$ 40.24	\$ 1,302.40	\$ 33.73	\$ 40.24	\$ 0.0120	\$ 28.52	0.07	50ppm	color printer
3GV04A	HP Color LaserJet Managed E65160dn Prntr	\$ 36.09	\$ 42.68	\$ 50.92	\$ 1,648.00	\$ 42.68	\$ 50.92	\$ 0.0120	\$ 36.09	0.07	60ppm	color printer
3GV09A	HP LaserJet Managed E60155dn Printer	\$ 21.31	\$ 25.20	\$ 30.06	\$ 972.95	\$ 25.20	\$ 30.06	\$ 0.0120	\$ 21.31		55ppm	mono printer
3GV10A	HP LaserJet Managed E60165dn Printer	\$ 22.75	\$ 26.90	\$ 32.10	\$ 1,038.79	\$ 26.90	\$ 32.10	\$ 0.0090	\$ 22.75		65ppm	mono printer
3GV12A	HP LaserJet Managed E60175dn Printer	\$ 36.69	\$ 43.39	\$ 51.77	\$ 1,675.47	\$ 43.39	\$ 51.77	\$ 0.0090	\$ 36.69		75ppm	mono printer
3GV14A	HP LaserJet Managed MFP E62655dn Printer	\$ 38.41	\$ 45.42	\$ 54.19	\$ 1,753.75	\$ 45.42	\$ 54.19	\$ 0.0090	\$ 38.41		55ppm	mono printer
3GV15A	HP LaserJet Managed MFP E62665hs Printer	\$ 54.21	\$ 64.11	\$ 76.49	\$ 2,475.43	\$ 64.11	\$ 76.49	\$ 0.0080	\$ 54.21		65ppm	mono printer
3GV16A	HP LaserJet Mngd Flow MFP E62665hs Prntr	\$ 48.54	\$ 57.41	\$ 68.49	\$ 2,216.56	\$ 57.41	\$ 68.49	\$ 0.0080	\$ 48.54		65ppm	mono printer
3GV17A	HP LaserJet Mngd Flow MFP E62665sz Prntr	\$ 58.02	\$ 68.61	\$ 81.86	\$ 2,649.16	\$ 68.61	\$ 81.86	\$ 0.0080	\$ 58.02		65ppm	mono printer
3GV25A	HP Color LaserJet Mngd MFP E57540dn Prntr	\$ 37.14	\$ 43.93	\$ 52.41	\$ 1,696.07	\$ 43.93	\$ 52.41	\$ 0.0090	\$ 37.14	\$ 0.0800	40ppm	color printer
3GV26A	HP Color LaserJet Mngd MFP E57540c Prntr	\$ 45.72	\$ 54.07	\$ 64.50	\$ 2,087.47	\$ 54.07	\$ 64.50	\$ 0.0080	\$ 45.72	\$ 0.0800	40ppm	color printer
3GV31A	HP Color LaserJet Mngd MFP E67650dn Prntr	\$ 57.90	\$ 68.47	\$ 81.69	\$ 2,643.67	\$ 68.47	\$ 81.69	\$ 0.0080	\$ 57.90	\$ 0.0800	50ppm	color printer
85L34A	HP Color LaserJet 550-sheet Media Tray	\$ 5.83	\$ 6.90	\$ 8.23	\$ 266.43	\$ 6.90	\$ 8.23		\$ 5.83		Accessory	extra Cassette for the 55040
F2A72A	HP LaserJet 550 Sheet Paper Tray	\$ 3.94	\$ 4.66	\$ 5.56	\$ 179.91	\$ 4.66	\$ 5.56		\$ 3.94		Accessory	extra Cassette for the 50145
L0H17A	HP LaserJet 550-Sheet Paper Feeder	\$ 5.17	\$ 6.12	\$ 7.30	\$ 236.21	\$ 6.12	\$ 7.30		\$ 5.17		Accessory	Extra Cassette for the 60155 / 60165 / 60175
L0H21A	HP LaserJet Envelope Feeder	\$ 5.17	\$ 6.12	\$ 7.30	\$ 236.21	\$ 6.12	\$ 7.30		\$ 5.17		Accessory	Envelope Feeder for 60155 / 60165 / 60175
L3U42A	HP PageWide Mngd Clr MFP E58650dn Prntr	\$ 34.72	\$ 41.06	\$ 48.99	\$ 1,585.51	\$ 41.06	\$ 48.99	\$ 0.0090	\$ 34.72	\$ 0.0800	50ppm	color printer
L3U44A	HP PageWide Mngd Clr E58650dn Prntr	\$ 17.23	\$ 20.38	\$ 24.32	\$ 786.95	\$ 20.38	\$ 24.32	\$ 0.0120	\$ 17.23	\$ 0.1000	50ppm	color printer
L3U55A	HP Color LaserJet Mngd E65050dn Printer	\$ 26.80	\$ 31.69	\$ 37.81	\$ 1,223.61	\$ 31.69	\$ 37.81	\$ 0.0120	\$ 26.80	\$ 0.1000	50ppm	color printer
L3U56A	HP Color LaserJet Mngd E65060dn Printer	\$ 32.06	\$ 37.92	\$ 45.24	\$ 1,463.97	\$ 37.92	\$ 45.24	\$ 0.0120	\$ 32.06	\$ 0.0800	50ppm	color printer
L3U66A	HP Color LaserJet Mngd MFP E67550dn Prntr	\$ 57.93	\$ 68.51	\$ 81.73	\$ 2,645.04	\$ 68.51	\$ 81.73	\$ 0.0080	\$ 57.93	\$ 0.0700	50ppm	color printer
P1B09A	HP Color LaserJet 550 Sheet Paper Tray	\$ 7.75	\$ 9.17	\$ 10.94	\$ 353.96	\$ 9.17	\$ 10.94		\$ 7.75		Accessory	Extra Paper Cassette 65150 with stand
P1B10A	HP Color LaserJet 550 Sht Pper Try Stand	\$ 11.93	\$ 14.10	\$ 16.83	\$ 544.53	\$ 14.10	\$ 16.83		\$ 11.93		Accessory	Extra Paper Cassette 65150 with stand
T3U64A	HP Color LaserJet Managed E75245dn Prntr	\$ 52.03	\$ 61.53	\$ 73.41	\$ 2,375.87	\$ 61.53	\$ 73.41	\$ 0.0080	\$ 52.03	\$ 0.0700	45ppm	color printer
W1A29A	HP LaserJet Pro MFP M428dn Printer	\$ 9.90	\$ 11.70	\$ 13.96	\$ 451.83	\$ 11.70	\$ 13.96	\$ 0.0190	\$ 9.90		42ppm	mono printer
W1A53A	HP LaserJet Pro M404dn Printer	\$ 6.47	\$ 7.65	\$ 9.12	\$ 295.27	\$ 7.65	\$ 9.12	\$ 0.0250	\$ 6.47		40ppm	color printer
W1A79A	HP Color LaserJet Pro MFP M479dn Prntr	\$ 12.76	\$ 15.10	\$ 18.01	\$ 582.84	\$ 15.10	\$ 18.01	\$ 0.0250	\$ 12.76	\$ 0.1500	40ppm	color printer

Canon Laser Printers

SKU	Item Description	Shasta Pricing				36 Month FMV		CPI Mono		CPI Color		Speed
		60 Month FMV	48 Month FMV	36 Month FMV								
0656C002AA	Color imageCLASS LBP712Cdn	\$ 1,705.25	\$ 1,441.17	\$ 52.69	\$ 37.34	\$ 52.69	\$ 0.0210	\$ 0.1200				color printer
0942C001AA	Paper Feeder PF-D1	\$ 617.50	\$ 13.52	\$ 15.99	\$ 19.08	\$ 15.99						Accessory
0643A079AA	PCL Font Set-C1	\$ 370.50	\$ 8.11	\$ 9.60	\$ 11.45	\$ 9.60						Accessory
0655A004AA	SD Card-C1	\$ 361.00	\$ 7.91	\$ 9.35	\$ 11.15	\$ 9.35						Accessory
0660A018AA	Barcode Printing Kit-F1	\$ 475.00	\$ 10.40	\$ 12.30	\$ 14.68	\$ 12.30						Accessory
0281C005AA	imageCLASS LBP253dw	\$ 569.05	\$ 12.46	\$ 14.74	\$ 17.58	\$ 14.74	\$ 0.0390					mono printer
3439B001AA	Paper Feeder PF-44	\$ 189.05	\$ 4.14	\$ 4.90	\$ 5.84	\$ 4.90						Accessory
0562C002AA	imageCLASS LBP351dn	\$ 2,275.25	\$ 49.83	\$ 58.93	\$ 70.31	\$ 58.93	\$ 0.0180					mono printer
0562C007AA	imageCLASS LBP352dn	\$ 3,225.25	\$ 70.63	\$ 83.53	\$ 99.66	\$ 83.53	\$ 0.0180					mono printer
0563C003AA	Envelope Feeder-A1	\$ 370.50	\$ 8.11	\$ 9.60	\$ 11.45	\$ 9.60						Accessory
0563C005AA	Custom Media Cassette-A1	\$ 342.00	\$ 7.49	\$ 8.86	\$ 10.57	\$ 8.86						Accessory
0563C004AA	A5 Cassette-A1	\$ 342.00	\$ 7.49	\$ 8.86	\$ 10.57	\$ 8.86						Accessory
0563C001AA	Paper Feeder PF-B1	\$ 399.00	\$ 8.74	\$ 10.33	\$ 12.33	\$ 10.33						Accessory
0563C002AA	Paper Deck Unit-G1	\$ 712.50	\$ 15.60	\$ 18.45	\$ 22.02	\$ 18.45						Accessory

5858A006AA	Cabinet Type-T1	\$	407.55	\$	8.93	\$	10.56	\$	12.59				Accessory
5858A007AA	Stand Type-T	\$	341.05	\$	7.47	\$	8.83	\$	10.54				Accessory
0563C008AA	User Maintenance KitA1	\$	475.00	\$	10.40	\$	12.30	\$	14.68				Accessory
0655A004AA	SD Card-C1	\$	361.00	\$	7.91	\$	9.35	\$	11.15				Accessory
0660A018AA	Barcode Printing Kit-F1	\$	475.00	\$	10.40	\$	12.30	\$	14.68				Accessory
0643A029AA	PCL Font Set-C1	\$	370.50	\$	8.11	\$	9.60	\$	11.45				Accessory
0291C006AA	imageCLASS MF419dw	\$	1,135.25	\$	574.86	\$	529.40	\$	35.08	\$	0.0390		35ppm mono printer
0732A023AA	Cassette Feeding Unit-U1	\$	284.05	\$	6.22	\$	7.36	\$	8.78				Accessory
5146B003AA	Micard Attach Kit-A2	\$	85.50	\$	1.87	\$	2.21	\$	2.64				Accessory
5145B001AA	Control I/F Kit-C1	\$	60.80	\$	1.33	\$	1.57	\$	1.88				Accessory
5143B001AA	Barcode Printing Kit-E1	\$	684.00	\$	14.98	\$	17.72	\$	21.14				Accessory
5140B001AA	Copy Card Reader Attachment-G1	\$	42.75	\$	0.94	\$	1.11	\$	1.32				Accessory
4784B001AA	Copy Card Reader-F1	\$	359.10	\$	7.86	\$	9.30	\$	11.10				Accessory
0292C008AA	imageCLASS MF515dw	\$	1,895.25	\$	541.51	\$	499.09	\$	58.56	\$	0.0280		45ppm mono printer
4098B001AA	Paper Feeder PF-45	\$	284.05	\$	6.22	\$	7.36	\$	8.78				Accessory
5858A008AA	Cabinet Type-M1	\$	379.05	\$	8.30	\$	9.82	\$	11.71				Accessory
2821B001AA	Handset-J1 UL	\$	99.75	\$	2.18	\$	2.58	\$	3.08				Accessory
5146B002AA	Micard Attach Kit-B1	\$	85.50	\$	1.87	\$	2.21	\$	2.64				Accessory
5145B001AA	Control I/F Kit-C1	\$	60.80	\$	1.33	\$	1.57	\$	1.88				Accessory
5143B001AA	Barcode Printing Kit-E1	\$	684.00	\$	14.98	\$	17.72	\$	21.14				Accessory
4784B001AA	Copy Card Reader-F1	\$	359.10	\$	7.86	\$	9.30	\$	11.10				Accessory
5140B002AA	Copy Card Reader Attachment-J1	\$	85.50	\$	1.87	\$	2.21	\$	2.64				Accessory
1476C004AA	Color imageCLASS LBP654Cdw	\$	1,230.25	\$	526.94	\$	531.86	\$	38.01	\$	0.0290	\$	0.1800 28ppm color printer
0732A032AA	Cassette Unit-AF1	\$	284.05	\$	6.22	\$	7.36	\$	8.78				Accessory
5143B001AA	Barcode Printing Kit-E1	\$	684.00	\$	14.98	\$	17.72	\$	21.14				Accessory
5146B002AA	Micard Attach Kit-B1	\$	85.50	\$	1.87	\$	2.21	\$	2.64				Accessory
1474C005AA	Color imageCLASS MF735Cdw	\$	1,515.25	\$	533.18	\$	539.24	\$	46.82	\$	0.0290	\$	0.1800 28ppm color printer
0732A032AA	Cassette Unit-AF1	\$	284.05	\$	6.22	\$	7.36	\$	8.78				Accessory
5143B001AA	Barcode Printing Kit-E1	\$	684.00	\$	14.98	\$	17.72	\$	21.14				Accessory
5146B002AA	Micard Attach Kit-B1	\$	85.50	\$	1.87	\$	2.21	\$	2.64				Accessory
9594B002AA	PDF Security-E1E	\$	893.00	\$	19.56	\$	23.13	\$	27.59				Accessory
5140B002AA	Copy Card Reader Attachment-J1	\$	85.50	\$	1.87	\$	2.21	\$	2.64				Accessory
5145B001AA	Control I/F Kit-C1	\$	60.80	\$	1.33	\$	1.57	\$	1.88				Accessory
4784B001AA	Copy Card Reader - F1	\$	359.10	\$	7.86	\$	9.30	\$	11.10				Accessory
0864C002AA	imageCLASS LBP312dn	\$	1,610.25	\$	535.26	\$	541.71	\$	49.76	\$	0.0220		45ppm mono printer
0865C001AA	Paper Feeder PF-C1	\$	331.55	\$	7.26	\$	8.59	\$	10.24				Accessory
0643A029AA	PCL Font Set-C1	\$	370.50	\$	8.11	\$	9.60	\$	11.45				Accessory
0655A004AA	SD Card-C1	\$	361.00	\$	7.91	\$	9.35	\$	11.15				Accessory
0660A018AA	Barcode Printing Kit-F1	\$	475.00	\$	10.40	\$	12.30	\$	14.68				Accessory

Ricoh Laser Printers

SKU	Item Description	Shasta Pricing	60 Month FMV	48 Month FMV	36 Month FMV	CPI Mono	CPI Color	Speed
408272	Ricoh 5P 3710DN	\$ 303.05	\$ 6.64	\$ 7.82	\$ 9.36	\$ 0.0290		62ppm
408287	Paper Feed Unit PB1130	\$ 223.25	\$ 4.89	\$ 5.76	\$ 6.90			Accessory
Item No.	Description							
418082	Ricoh P 501	\$ 688.75	\$ 15.08	\$ 17.76	\$ 21.28	\$ 0.0290		45ppm
418494	Ricoh P 502	\$ 973.75	\$ 21.33	\$ 25.11	\$ 30.09	\$ 0.0290		43ppm
418080	Paper Feed Unit PB1110 (1x250 Sheets)	\$ 223.25	\$ 4.89	\$ 5.76	\$ 6.90			Accessory
418081	Paper Feed Unit PB1120 (1x500 Sheet)	\$ 356.25	\$ 7.80	\$ 9.19	\$ 11.01			Accessory
Item No.	Description							
407819	Ricoh SP 5310DN	\$ 1,747.05	\$ 38.26	\$ 45.06	\$ 53.98	\$ 0.0290		62ppm
407850	Paper Feed Unit PB1100	\$ 293.55	\$ 6.43	\$ 7.57	\$ 9.07			Accessory
52651	Tall Cabinet Type I	\$ 217.55	\$ 4.76	\$ 5.61	\$ 6.72			Accessory

Canon Wide Format Printers

Manufacture ID	Item Description	Shasta Pricing	36 Month FMV	48 Month FMV	60 Month FMV
8967B002BA	imagePROGRAF TM-305	\$ 4,275.00	\$ 93.62	\$ 108.58	\$ 132.97
8967B005AE	imagePROGRAF TM-305 MFP T36	\$ 7,789.00	\$ 170.58	\$ 210.73	\$ 240.68
1465B013CA	Roll Holder Set RH2-33 (2" core w/3" adapters)	\$ 133.33	\$ 4.12	\$ 3.45	\$ 2.92
1320B014CA	Maintenance Cartridge MC-10	\$ 61.11	\$ 1.89	\$ 1.58	\$ 1.34
1480B004AA	Dust Cover DC36-2	\$ 97.78	\$ 3.02	\$ 2.53	\$ 2.14
1691B050AA	MFP Keyboard Tray	\$ 266.67	\$ 8.24	\$ 6.91	\$ 5.84
7025A039BB	PosterArtist	\$ 351.11	\$ 10.85	\$ 9.09	\$ 7.69
7025A042BA	SmartWorks MFP Plus	\$ 528.89	\$ 16.34	\$ 13.70	\$ 11.58
2443C005BA	imagePROGRAF TX-3000 - 36" IPF	\$ 5,165.00	\$ 159.60	\$ 133.77	\$ 113.11
2443C006AC	imagePROGRAF TX-3000 MFP T36 - 36" IPF	\$ 8,548.00	\$ 187.20	\$ 221.39	\$ 264.13
1153C004AA	Roll Holder Set RHS-34	\$ 120.00	\$ 3.71	\$ 3.11	\$ 2.63
1156C002AA	Maintenance Cartridge MC-30	\$ 80.00	\$ 2.47	\$ 2.07	\$ 1.75
1155C001AA	Cutter Blade CT-07	\$ 76.67	\$ 2.37	\$ 1.99	\$ 1.68
2455C002AA	Multifunction Roll Unit RU-32	\$ 845.00	\$ 26.11	\$ 21.89	\$ 18.51
7025A039BB	PosterArtist	\$ 351.11	\$ 10.85	\$ 9.09	\$ 7.69
2444C005AA	imagePROGRAF TX-4000 - 42" IPF	\$ 5,595.00	\$ 172.89	\$ 144.91	\$ 122.53
2444C006AA	imagePROGRAF TX-4000 MFP T36 - 42" IPF	\$ 8,980.00	\$ 196.66	\$ 232.58	\$ 277.48
1153C002AA	Roll Holder Set RH2-45	\$ 142.22	\$ 4.39	\$ 3.68	\$ 3.11
1156C002AA	Maintenance Cartridge MC-30	\$ 80.00	\$ 2.47	\$ 2.07	\$ 1.75
1155C001AA	Cutter Blade CT-07	\$ 76.67	\$ 2.37	\$ 1.99	\$ 1.68
2455C003AA	Multifunction Roll Unit RU-42	\$ 945.00	\$ 29.20	\$ 24.48	\$ 20.70
7025A039BB	PosterArtist	\$ 351.11	\$ 10.85	\$ 9.09	\$ 7.69
1124C002AA	imagePROGRAF PRO-2100	\$ 2,662.22	\$ 82.26	\$ 68.95	\$ 58.30
1153C001AA	Roll Holder Set RH2-27	\$ 122.22	\$ 3.78	\$ 3.17	\$ 2.68
1156C002AA	Maintenance Cartridge MC-30	\$ 80.00	\$ 2.47	\$ 2.07	\$ 1.75
1152C001AA	Roll Unit RU-21*	\$ 888.89	\$ 27.47	\$ 23.02	\$ 19.47
1155C001AA	Cutter Blade CT-07	\$ 76.67	\$ 2.37	\$ 1.99	\$ 1.68
7025A039BB	PosterArtist	\$ 351.11	\$ 10.85	\$ 9.09	\$ 7.69
1127C002AB	imagePROGRAF PRO-4100	\$ 5,328.89	\$ 164.66	\$ 138.02	\$ 116.70
1153C002AA	Roll Holder Set RH2-45	\$ 142.22	\$ 4.39	\$ 3.68	\$ 3.11

1156C002AA	Maintenance Cartridge MC-30	\$	80.00	\$	2.47	\$	2.07	\$	1.75
1152C002AA	Roll Unit RU-41*	\$	1,066.67	\$	32.96	\$	27.63	\$	23.36
1155C001AA	Cutter Blade CT-07	\$	76.67	\$	2.37	\$	1.99	\$	1.68
7025A039BB	PosterArtist	\$	351.11	\$	10.85	\$	9.09	\$	7.69
1123C002AB	imagePROGRAF PRO-4100S	\$	4,440.00	\$	137.20	\$	115.00	\$	97.24
1153C002AA	Roll Holder Set RH2-45	\$	142.22	\$	4.39	\$	3.68	\$	3.11
1156C002AA	Maintenance Cartridge MC-30	\$	80.00	\$	2.47	\$	2.07	\$	1.75
1152C002AA	Roll Unit RU-41*	\$	1,066.67	\$	32.96	\$	27.63	\$	23.36
1155C001AA	Cutter Blade CT-07	\$	76.67	\$	2.37	\$	1.99	\$	1.68
7025A039BB	PosterArtist	\$	351.11	\$	10.85	\$	9.09	\$	7.69
2400C006AA	imagePROGRAF PRO-6100	\$	10,255.00	\$	316.88	\$	265.61	\$	222.90
1153C003AA	Roll Holder Set RH2-65	\$	233.33	\$	7.21	\$	6.04	\$	5.11
1156C002AA	Maintenance Cartridge MC-30	\$	80.00	\$	2.47	\$	2.07	\$	1.75
1155C001AA	Cutter Blade CT-07	\$	76.67	\$	2.37	\$	1.99	\$	1.68
7025A039BB	PosterArtist	\$	351.11	\$	10.85	\$	9.09	\$	7.69
1126C005AB	imagePROGRAF PRO-6100S	\$	8,884.44	\$	274.53	\$	230.11	\$	194.57
1153C003AA	Roll Holder Set RH2-65	\$	233.33	\$	7.21	\$	6.04	\$	5.11
1156C002AA	Maintenance Cartridge MC-30	\$	80.00	\$	2.47	\$	2.07	\$	1.75
1155C001AA	Cutter Blade CT-07	\$	76.67	\$	2.37	\$	1.99	\$	1.68
7025A039BB	PosterArtist	\$	351.11	\$	10.85	\$	9.09	\$	7.69

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

11.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees:

Date: July 24, 2020

Subject: Resolution #07-20/21 Education/State & Local Government Purchase Agreement
Piggyback for Apple Products, Services, and Related Items, Bid # P-13 18/19

Staff Analysis: Per Public Contract Code, 20118, 20652, the governing board of any school district without advertising for bids may piggyback for the purchase of materials and personal property if it is in the best interest of the district.

Alum Rock wishes to piggyback on the Purchase Agreement and Professional Services Agreement between Glendale Unified School District and Apple Inc. ("Apple"). This contract expires October 16, 2023.

Recommendation: Staff recommends approving the use of the Glendale Unified School District and Apple Inc. ("Apple") agreement along with any awarded extension for the purchase of Apple products, services, and related items.

Submitted by: Maria J. Martinez *m.m.*

Title: Procurement Manager

Approved by: Kolvira Chheng *Ku*

Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: August 13, 2020

Regular Board Meeting

Recommended Approval

11.07

Agenda Placement

Hilana Bauer
Hilana Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 07-20/21

**PIGGYBACK ON EDUCATION/STATE & LOCAL GOVERNMENT PURCHASE AGREEMENT
PIGGYBACK FOR APPLE PRODUCTS, SERVICES, AND RELATED ITEMS THROUGH THE GLENDALE
UNIFIED SHOOOL DISTRICT APPLE INC. AGREEMENT BID # P-13 18/19**

WHEREAS, The Board of Education of the Alum Rock Union Elementary School District of Santa Clara County, heretofore authorizes the district to piggyback on the Glendale Unified School District, State of California Contract Bid #P-13 18/19 for Apple Products, Services, and Related items.

NOW, THEREFORE, BE IT RESOLVED, the Board through the Procurement Manager, Director of Fiscal Services, and/or Assistant Superintendent of Business Services, is hereby authorized and directed to issue purchase orders to said successful respondents for the items and services awarded.

PASSED AND ADOPTED this 13 day of August, 2020, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes_____

Noes_____

Absent_____

Abstain_____

Board of Trustees:

Ernesto Bejarano, President

Corina Herrera-Loera, Vice-President

Andrés Quintero, Clerk

Dolores Marquez-Frausto, Member

Linda Chavez, Member

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on August 13, 2020.

Hilaria Bauer, Ph.D., Superintendent

Date

Excerpt from the Minutes of the Glendale Board of Education meeting held on October 16, 2018. It was moved by Ms. Nahabedian and seconded by Dr. Gharpetian that Consent Calendar No. 7 be accepted. The motion was approved unanimously.

GLENDALÉ UNIFIED SCHOOL DISTRICT

October 16, 2018

CONSENT CALENDAR NO. 7

TO: Board of Education

FROM: Dr. Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Christine J. Ward, Director, Procurement & Contract Services

SUBJECT: Award of Bid Number P-13 18/19 for Apple Computer Products, Services, and Related Items

The Superintendent recommends that the Board of Education award Bid Number P-13-18/19 for Apple Computer products, services, and related items to Apple Computer Corporation and approve purchases, lease-purchases, or leases as needed from Apple Computer Corporation.

Apple Computer Corporation, like Hewlett-Packard, Dell, and other technology companies serving the needs of public education, markets its products directly to educational institutions. School districts purchase products from the manufacturer (Apple), and Apple equipment can be serviced by either Apple or an Apple certified technician.

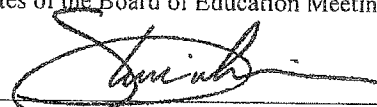
This bid may be used by school and community college districts throughout California by virtue of its "piggyback" clause (Public Contract Code 20118, 20652) and may be extended for an additional 4 (four) years (total 5 years from award date, through October 16, 2023) by mutual consent of the District and Apple Computer Corporation (Education Code 39644).

The pricing structure for this bid is based on the current government and educational price list for Apple Computer Corporation products which is published several times each year. A "Technology Clause" which allows product and component upgrades that meet the general technical requirements of school districts was included as a part of the bid document.

Equipment will be purchased from general and categorical program funds, as well as Measure S funds.

Bid details are available for review in the Procurement and Contracts Department.

I hereby certify that this is a true and exact copy of an excerpt from the Minutes of the Board of Education Meeting held on October 16, 2018.


Stephen Dickinson, Chief Business and Financial Officer



Education/State & Local Government Purchase Agreement

This Agreement is entered into by and between Apple Inc., a California corporation located at One Apple Park Way, Cupertino, California 95014 ("Apple") and Customer, each of whom agrees to be bound by and comply with all terms and conditions contained in the Agreement.

Customer Legal Name ("Customer"): Glendale Unified School District

DBA Name:

Address: Glendale, CA 91206

Purpose

Customer wishes to purchase Products from Apple for Customer's own use, and the Parties intend that this Agreement will govern the purchase of such Products in accordance with the terms and conditions set forth below.

1. Definitions

The following terms have the meanings specified below:

"Agreement" means, collectively, this Education/State & Local Government Purchase Agreement, Apple price lists and any mutually executed amendments or addenda to the Agreement.

"Apple Product" or "Apple Products" means Services, CTO Products, hardware and software products manufactured, distributed or licensed under an Apple-owned or licensed brand name that Customer has paid to acquire or has properly licensed from Apple for its own use, but excluding any third party software and all other third party products.

"Apple Confidential Information" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and any information relating to new product launch, including the release dates and product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"Configure-To-Order Product" or "CTO Product" means Products that Apple modifies from its standard configurations and that are available to Customer only by special order.

"Customer Confidential Information" means and is limited to information that: (i) reduced to a tangible form; (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information; and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally; (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

"Effective Date" means the date upon which an authorized representative of Apple signs this Agreement.

"Limited Warranty" means Apple's standard limited warranty that is set forth in the documentation that accompanies any Apple Products purchased under this Agreement.

"Line of Credit" means a line of credit established for Customer by Apple in its sole discretion.

"Party" means either Apple or Customer and "Parties" means both of them.

"Products" mean, collectively, Services, Apple Products and other products that are sold or licensed by Apple to Customer for its own use.

"Services" mean, collectively, the standard, price-listed services, support and/or training products sold under the Apple brand name.

2. Interpretation

In the event of any conflict or inconsistency between the terms of this Agreement and any license terms or terms of use accompanying any Apple Product, such license terms and/or terms of use shall control solely as to the use of the Apple Product covered by those terms.

3. Terms and Conditions of Purchase

3.1 Ordering

Customer may order Products from Apple by either: (i) ordering at an Apple Retail Store; (ii) ordering electronically through the online portal managed by Apple; (iii) submitting a purchase order to Apple, as permitted by Apple; or (iv) by any other means communicated by Apple. Customer is solely responsible for all purchase decisions, including but not limited to, ensuring the compatibility and appropriateness of all Products. All purchases of Products under this Agreement shall be made solely for Customer's end use and not for resale. In the event Customer submits orders via an online portal managed by Apple, Customer agrees to Apple's Terms of Use and Privacy Policy located on such online portal. Furthermore, purchases through an online portal may also be subject to an Online Sales Policy. In the event of any inconsistency between this Agreement and the Online Sales Policy, this Agreement will govern.

3.2 Customer's subsidiaries and/or affiliates may not purchase Products from Apple under this Agreement unless Apple has agreed in signed writing with Customer that such subsidiaries and/or affiliates are authorized to purchase Products from Apple pursuant to this Agreement. Such authorization shall be subject to the parent company having provided a guarantee of the debts to Apple of such subsidiaries and/or affiliates and compliance with the obligations of this Agreement by such subsidiaries and/or affiliates. Notwithstanding the foregoing, Apple may require at its sole discretion that the debts to Apple of such subsidiaries and/or affiliates must be included in a parent company guarantee.

3.3 Limited Billing Service Account

Apple will provide Customer a limited billing service account to use when placing service orders such as Customer Installable Parts (CIPs) and mail-in or on-site repairs via the contact center or Apple Retail Stores. Customer may be asked to submit a purchase order when placing a service order. Customer acknowledges that Apple does not provide service CIP or repair pricing on an Apple price list. Apple will quote current service CIP or repair pricing to Customer prior to



processing any purchase order, and Customer will have the option to either accept or decline the quoted prices. Apple will not process the purchase order if Customer declines the quoted price, but will process the purchase order under the terms of this Agreement if Customer accepts the quoted pricing.

3.4 Prices and Orders

Customer agrees that Apple may change Product offerings, discounts and pricing at any time and without notice to Customer. Prices include standard freight and insurance using an Apple-selected carrier. Apple does not guarantee that Products will be available at all times during the Term. Apple reserves the right to accept or decline any order, in whole or in part. Apple may cancel any accepted order prior to shipment, if in its sole discretion, Apple determines that it has insufficient inventory to fulfill such order. Apple may make partial shipments of Customer's orders and will not be liable for any failure to ship complete orders. Customer will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries. Apple will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability to Customer.

3.5 Delivery

3.5.1 Except for U.S. federal government agencies, title and risk of loss to all Products will pass to Customer upon shipment from Apple's shipping location. For Products shipped pursuant to Apple's standard practices in all but the last week of every Apple fiscal quarter during the Term, Apple will issue credits or replace Products returned due to damage in transit or that are lost in transit. For Products shipped pursuant to Apple's standard practices in the last week of every Apple fiscal quarter during the Term, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Instead, Apple will provide for a policy of insurance under which Customer may make a claim for any loss. When Products are not shipped pursuant to Apple's standard practices but instead via a carrier selected by Customer, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Customer shall insure Products for their full replacement value from delivery to Customer until Customer has paid Apple in full for such Products, and shall name Apple as a loss payee on the Customer's policy. For both government and non-government sales, shipping charges for orders shipped under Customer's instructions will be added to Apple's invoice or shipped freight collect, at Apple's option.

3.5.2 For orders picked up by Customer at the Apple Retail Store, title and risk of loss or damage to Products will pass to Customer upon pick up of the Products from the Apple Retail Store.

3.5.3 For U.S. federal government agencies only, title and risk of loss to all Products will pass to Customer upon delivery to Customer's delivery point.

3.6 Payment

3.6.1 Unless Customer qualifies for credit with Apple or except as otherwise approved by Apple, Customer shall pre-pay for all orders placed.

3.6.2 Provided that Customer qualifies for credit with Apple, Customer shall be invoiced upon shipment of Products or performance of Services (as applicable), and provided Customer is qualified for credit with Apple, payment of such invoice is due no later than thirty (30) days from the invoice date.

3.6.3 Apple may in its sole discretion establish a Line of Credit for Customer. If Apple establishes a Line of Credit it will do so to the extent permitted by law and under the following minimum terms and conditions:

3.6.4 Payment terms for all amounts due from Customer to Apple (including payments for Services) will be net thirty (30) days from the date of Apple's invoice, except as may otherwise be required by Apple in writing. Invoices must be paid in full by direct debit or other electronic payment method agreed between the parties in the currency involved without deduction, counterclaim or set off

(statutory or otherwise) and in clear funds. If a direct debit is returned unpaid, Apple shall be entitled to place the Customer's account on credit hold until payment is received in full.

3.6.5 The Line of Credit will limit the aggregate amount of credit that may be extended at any time to Customer for amounts owing to Apple under this Agreement, any other agreement or for any other sales or extensions of credit of any kind by Apple to Customer. The amount of the Line of Credit may be immediately adjusted upwards or downwards at any time as appropriate, at the discretion of Apple. In exercising its discretion, Apple reserves the right to consider and act upon the following, among other criteria: (i) the profitability and financial well being of Customer; (ii) whether current and accurate financial and business performance information are provided in a timely fashion by Customer; (iii) the amount and likely present value of whatever collateral or credit enhancement has been provided; and (iv) whether Apple will likely be, or has been required to realize upon and liquidate such collateral or credit enhancement. Customer acknowledges that Apple can reduce, vary or cancel the Line of Credit at any time.

3.6.6 Apple may place sales to Customer on immediate credit hold (i.e., suspend all sales to Customer) whenever the outstanding balance owed by Customer and its subsidiaries and/or affiliates to Apple would exceed the Line of Credit or whenever Customer fails to make payment to Apple in accordance with established terms.

3.6.7 Without prejudice to its right to terminate this Agreement for breach under Section 10, Apple reserves the right to withhold shipment and/or to declare all sums immediately due and payable in the event of a breach by Customer of any of its obligations to Apple, including the failure to comply with any credit terms.

3.6.8 Should there at any time be monies owing from Apple to Customer, Apple will have the right to setoff such sums and apply them to any sums (whether or not due) owed by Customer or its affiliates or subsidiaries to Apple.

3.6.9 Upon Apple's reasonable request, Customer will provide to Apple (or an Apple affiliate): (i) audited annual financial statements, including a balance sheet, cash flow and profit and loss statements, as well as auditors' report and notes to financials; (ii) financial statements and similar financial information or reports routinely provided to any other vendor, lender or creditor to support extensions of credit; and (iii) such other financial information as may be reasonably requested by Apple in a format agreed upon by Apple and Customer. If such information is not provided in a timely manner, Apple may suspend all sales to Customer or exercise any other remedies hereunder until such information is provided to Apple.

3.6.10 All applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Customer. Proof of tax-exempt status must be on file at Apple's Support Center for any order to be treated as a tax-exempt transaction. Apple will also charge for any fees due from Customer by regulation or statute, including, if applicable, fees due under the California Electronic Waste Recycling Act or similar laws in other states. Apple reserves the right to change its price lists and Customer's credit terms at any time. In addition to Apple's other rights herein, Apple reserves the right, without liability or obligation to Customer, to suspend deliveries due to a payment default.

3.7 Product Returns

Products purchased hereunder shall be subject to Apple's then-current policies for defective and dead-on-arrival (DOA) Products.

3.8 Support

Apple will provide post-sales support for Apple Products as described in the documentation accompanying such Apple Products. Apple will not provide support for any Products other than unmodified Apple Products.

4. Confidentiality



4.1 During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

4.2 Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information without the Customer's prior written consent or as required by law.

5. Representations and Warranties

5.1 Customer represents and warrants that: (i) it has the right to enter into this Agreement and perform its obligations hereunder; (ii) the terms of this Agreement do not violate and will not cause a breach of the terms of any other agreement to which Customer is a party or by which it is bound; and (iii) all Products purchased will be for Customer's own use in its facilities in the United States and will not be purchased for resale to any other entity or individual.

5.2 Apple Limited Warranty

The sole warranty for an Apple Product purchased hereunder shall be the Limited Warranty. Except for the Limited Warranty, all Apple Products are sold "as is" and without additional warranty or support from Apple. All Products, other than Apple Products, are sold "as is" and without warranty or support from Apple, but may be accompanied by a manufacturer's warranty, as more particularly provided in the warranty documentation that accompanies such Products. Upon Customer's request, Apple will provide a copy of the manufacturer's warranty accompanying Products offered by Apple under this Agreement. Nothing in this Agreement shall be construed as obligating Apple to provide any warranty-related fulfillment or support for any Products, other than Apple Products.

5.3 Disclaimer

5.3.1 EXCEPT FOR THE LIMITED WARRANTY, APPLE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, APPLE HEREBY DISCLAIMS SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.3.2 Apple Products are not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by Apple Products could lead to death, personal injury, or severe physical or environmental damage, including without limitation the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support or weapons systems.

6. Indemnity

6.1 Provided that Customer promptly notifies Apple in writing, gives Apple sole control over the defense and all related settlement negotiations, and does not compromise or settle any claims then, subject to the terms of this paragraph and the exceptions and limitations set forth below, including but not limited to Section 7.1 and 7.2, Apple will defend any proceeding or action brought by a third

party against Customer to the extent based on a claim that: (i) an Apple Product that Customer has paid to acquire from Apple infringes a U.S. patent, copyright, trademark or misappropriates a U.S. trade secret; or (ii) personal injury or tangible property damage suffered by such third party was caused by Apple's gross negligence or willful misconduct during the performance of Services.

6.2 Notwithstanding the foregoing, Apple shall not be liable or responsible for, or obligated to defend any claims or damages arising out of or related to: (a) modification of any Apple Product; (b) combination, operation or use of the Apple Product with any other equipment, data, documentation, items or products; (c) use of Apple Product in a manner or for a purpose, or in a location, for which it was not intended; (d) import or export of any Apple Product in violation of applicable export control requirements, regulations or laws; (e) use or exportation of any Product(s) into any countries identified on any U.S. Government embargoed countries list; (f) use of any Apple Product in a manner or for a purpose not authorized under the applicable license terms; (g) any other products; or (h) Customer, its employees, agents, affiliates, subsidiaries or subcontractor's negligent acts or omissions.

6.3 Customer shall promptly notify Apple, in writing, of any claim, demand, proceeding or suit of which Customer becomes aware which may give rise to a right of defense under Section 6.1 ("Claim"). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to Apple within thirty (30) days of Customer's first learning of such proceeding. Notice must be in writing and include an offer to tender the defense of the Claim to Apple. Apple, if it accepts such tender, may take over sole control of the defense of the Claim. That control includes the right to take any and all actions deemed appropriate by Apple in its sole discretion to resolve the Claim by settlement or compromise. Upon Apple's acceptance of tender, Customer will cooperate with Apple with respect to such defense and settlement. If a Claim is settled and to the extent permitted by law, neither Party will publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision.

6.4 In the event of a Claim, Apple may at its sole option (but shall not be obligated to): (i) procure for Customer the right to continue use of the applicable Apple Product(s); (ii) replace the applicable Apple Product(s); (iii) modify the applicable Apple Product(s); or (iv) refund the amount paid by Customer to Apple for the applicable Apple Product, less depreciation. THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND APPLE'S ENTIRE LIABILITY FOR ANY CLAIMS ARISING OUT OF THIS SECTION 6.

6.5 Customer shall not use the Apple Products, iCloud Storage APIs and iCloud service, or any component or function thereof, (i) to create, receive, maintain or transmit protected health information (as defined at 45 C.F.R. § 160.103) or (ii) in any manner that would make Apple or any other third-party distributor, supplier or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") at 45 C.F.R. § 160.103, of the Customer or any third party. Customer agrees to be solely responsible for complying with any reporting requirements under law or contract arising from Customer's breach of this Section and to reimburse Apple for any losses incurred by Apple relating to those reporting obligations.

7. Limitation of Liability

7.1 Apple's maximum aggregate liability (including any liability for the acts or omissions of Apple's employees, agents and sub-contractors) for any and all claims of any kind arising out of or in connection with the Agreement, whether in contract, warranty, tort (including negligence), misrepresentation, strict liability, statute, or otherwise, shall not exceed three hundred thousand dollars (\$300,000).

7.2 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL APPLE BE LIABLE FOR ANY LOSS OF PROFIT OR ANY SPECIAL, CONSEQUENTIAL,



INCIDENTAL, INDIRECT LOSSES (INCLUDING LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, UNAVAILABILITY OR INTERRUPTION IN AVAILABILITY OF APPLE PRODUCTS, OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES.

7.3 THE PARTIES AGREE THAT THE TERMS OF THE AGREEMENT, INCLUDING THOSE CONCERNING WARRANTIES, INDEMNITY AND LIMITATIONS OF LIABILITY, REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. THE REMEDIES SET FORTH IN THIS AGREEMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM MADE AGAINST APPLE.

8. Ownership

8.1 Use of Name

Neither Party shall use the other's name, logo, trademarks or service marks in any advertising, communications or publications without the other Party's prior written consent.

8.2 Software

Customer acknowledges that Products often contain not only hardware but also software, including but not limited to, operating systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and is protected by patents. Customer, as an end user, is licensed to use any software contained in such Products, subject to the terms of the license accompanying the Products, if any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States.

8.3 Restrictions

Unless Customer has obtained Apple's prior written consent, Customer, in addition to any obligations or restrictions set forth in any license, which may accompany a Product, shall not copy the software. Customer shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof or otherwise change any of the software or its form.

9. Export Compliance

This Agreement is subject to all laws, regulations, orders or other limitations on the export and re-export of commodities, technical data and software. Customer agrees that it will not export, re-export, resell or transfer any export-controlled commodity, technical data or software: (i) in violation of such limitations imposed by the United States or any other appropriate national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses and approvals, at Customer's sole cost and expense; (iii) to any country or national or resident of a country to which trade is embargoed by the United States, or any other relevant national authority; (iv) to any person or firm on any relevant government agency restricted party lists, (examples: United Nations Sanctions list, United States Denial Lists, Office of Foreign Assets Control Specially Designated Nationals List, etc.); or (v) for use in, or to an entity that might engage in, any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the United States Government, and any other relevant government agency by regulation or specific license.

10. Term and Termination

10.1 **Term** Unless terminated earlier as provided in this Agreement, the Initial term of this Agreement shall be from the Effective Date until October 15, 2019 ("Initial Term"). This Agreement may be renewed for four (4) successive one-year periods (each a "Renewal Term"), upon mutual written agreement of the Parties. Such mutual written agreement shall take the form of an amendment to the

Agreement. The Initial Term and all Renewal Terms are referred to as the "Term".

10.2 Termination for Convenience

This Agreement may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party.

10.3 Termination for Cause

Apple may immediately terminate this Agreement and any other existing agreement with Customer if: (i) Customer fails to fully perform any obligation under the Agreement; (ii) Customer commits a criminal offense, engages in fraud or any unlawful or unfair business practice; (iii) there is a material change in or transfer of Customer's management, ownership, control or business operations, or Customer becomes affiliated, through common management, ownership, or control, with any person or entity that is unacceptable to Apple; or (iv) Customer's actions expose or threaten to expose Apple to any liability, obligation, or violation of law.

10.4 Effect of Notice of Termination

If either Party gives notice of termination of the Agreement according to Section 10: (i) all unpaid invoices issued by Apple will be accelerated and become immediately due and payable on the effective date of termination; and (ii) Customer will cease placing new orders for Products from Apple on the effective date of termination.

10.5 Survival

All defined terms and the following Sections of this Agreement shall survive expiration or any termination of the Agreement: 3.6 (Payment); 4 (Confidentiality); 5 (Representations and Warranties); 6 (Indemnity); 7 (Limitation of Liability); 9 (Export Compliance); 10.4 (Effect of Notice of Termination); 10.5 (Survival); 11 (General Terms) and; any other Sections that by their nature would reasonably be expected to survive expiration or termination.

11. General Terms

11.1 Governing Law

If Customer is a public agency or institution, this Agreement will be governed by the laws of the state where Customer is located or if Customer is a federal government agency, this Agreement will be governed and interpreted in accordance with applicable federal law. If Customer is a private or corporate entity, this Agreement will be governed by the laws of the State of Delaware, without regard to its conflict of laws provisions, and in the event of any action between the parties, venue shall be in the State of California.

11.2 Notice under the Agreement

Notices under the Agreement may be given as follows:

11.2.1 Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by courier, return receipt requested, to the address stated below for Apple and to the address designated in this Agreement by Customer for receipt of notices, or as may be provided by the Parties.

Apple Inc.
U.S. Contracts Operations
One Apple Park Way, MS 318-60PS
Cupertino, California 95014

11.2.2 Either Party may give notice of its change of address for receipt of notices in any of the following manners: (a) in accordance with Section 11.2.1 (b) by email to the address provided by the Party, or (c) as otherwise authorized by Apple.

11.3 Assignment by Apple

Customer may not assign this Agreement or any of its rights or duties without Apple's prior written consent. Any non-compliant assignment by Customer shall be null and void. Apple may assign this Agreement, in whole or in part, in Apple's sole and absolute discretion, to any affiliate of or successor in interest to Apple, without the consent of Customer.



11.4 Modifications

Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

11.5 Entire Agreement

Apple and Customer acknowledge that the Agreement supersedes and extinguishes all previous agreements and representations (whether oral or written), between or on behalf of the Parties with respect to its subject matter. The Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, promises and representations with respect to its subject matter. Apple and Customer acknowledge and agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into this Agreement. Neither Apple nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants, promises or representations not expressly stated or referenced in this Agreement. Apple is deemed to have refused any provisions in purchase orders, invoices or other documents or statements from Customer that purport to alter or have the effect of altering any provision of the Agreement and such refused provisions will be unenforceable.

11.6 No Reliance

Apple and Customer each acknowledge and agree that, in entering into the Agreement, they have not relied on and will not be liable for any agreements, warranties, understandings, conditions, covenants, representations or promises other than those expressly stated or referenced in the Agreement. The parties acknowledge and understand that all terms of the Agreement are enforceable as written, and that Apple and Customer intend to enforce and comply with all written terms of the Agreement. Customer hereby acknowledges and agrees that it will be bound by all the terms in the Agreement, notwithstanding any prior or subsequent agreement, warranty, understanding, condition, covenant, representation or promise suggesting otherwise.

11.7 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible so as to give maximum effect to the original intent and economic effect of the Parties.

11.8 Waivers

A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

11.9 Force Majeure

Neither Party will be liable for delay or failure to fulfill its obligations under this Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to, acts of God, war, riot, pandemic, embargoes, acts of civil or military

authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, failure of communications networks, (a "Force Majeure"), provided such Party promptly notifies the other Party and uses reasonable efforts to correct such failure or delay in its performance. Customer may cancel any order delayed by more than thirty (30) days from the scheduled ship date due to a Force Majeure.

11.10 Headings and Construction

Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

11.11 Signature Authorization and Electronic Signature

Each Party represents that the person signing this Agreement certifies that he or she has authority to contractually bind Customer to the terms and conditions of this Agreement. The Parties agree that this Agreement or any related documents may be accepted by electronic signature, which shall be accepted in lieu of a handwritten signature with full force and effect.

11.12 Counterparts

This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original. Such counterparts together shall constitute one and the same instrument.

11.13 Additional Eligible Purchasers

Eligible Purchasers include the Customer and any school districts and their public or private not-for-profit school systems, state universities and colleges, and community, vocational and technical colleges, state, county or city agency or department (including fire departments and libraries), special district, port authority, municipality, township, or Native American reservation in the state that Customer is located ("Eligible Purchasers"). Products purchased shall be for each of the Eligible Purchasers own use in its facilities in the United States and shall not be purchased for the purpose of resale to another entity or individual. Apple reserves complete discretion in making eligibility determinations.

(ii) The Customer shall be responsible and be liable only for purchases made directly by it on its own purchase orders and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement. Eligible Purchasers shall be responsible and liable for purchases made by or acts of the Eligible Purchaser subject to the terms and conditions of this Agreement and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement.

(iii) By placing orders hereunder, Eligible Purchaser acknowledges and agrees to be bound by the terms and conditions of this Agreement and shall be deemed a "Customer" under the terms of the Agreement.

The duly authorized representatives of the Parties execute this Agreement as of the dates stated below.



Customer

Apple Inc.

SIGNATURE:

PRINT NAME:

PRINT TITLE:

DATE:

Stephen Dickinson
Stephen Dickinson
CEO
10-18-18

SIGNATURE:

PRINT NAME:

PRINT TITLE:

DATE:

DEPARTMENT:

Eleanor Deaney
ELEANOR DEANEY
US. CONTRACT MANAGER
OCT 18th, 2018
US. SALES OPERATIONS



Apple Professional Services Agreement

This Agreement is entered into by and between Apple Inc., a California corporation located at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and:

Customer Legal Name ("Customer"): Glendale Unified School District

DBA Name:

Address: Glendale, CA 91206

1. Definitions

In addition to those terms defined in the Agreement, the following terms have the meanings specified below:

"Agreement" means, collectively, this Apple Professional Services Agreement, any exhibits, addenda, amendments or additions, and any documents or materials incorporated by reference.

"Apple Confidential Information" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and new product release dates and new product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"Customer Confidential Information" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally, (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

"Effective Date" means the date upon which an authorized representative of Apple signs this Agreement.

"Party" means either Apple or Customer and "Parties" means both of them.

"Services" means the information technology consulting services that Customer acquires from Apple, as identified in a SOW.

"Statement of Work" or "SOW" means a uniquely numbered document detailing the Services that Customer will acquire from Apple, substantially in the format attached hereto as Exhibit A.

2. Services

2.1 Statement of Work

This Agreement shall serve as a master agreement for the acquisition of Services from Apple by Customer. The Parties acknowledge and agree that when Services are to be performed, the Parties shall prepare and execute a Statement of Work. All Services to be performed by Apple shall be documented in a SOW, which shall be uniquely numbered and signed by an authorized representative of both Parties. Each SOW shall set forth, at a minimum, a description of the Services, the number of personnel assigned to the Services, the duration of the Services, and the fees for the Services. Each SOW shall be substantially in the format attached hereto as Exhibit A and, by referencing this Agreement, incorporates all terms and conditions contained herein. Apple shall have the right to accept or decline any proposed SOW. Any quote for Services will be valid for thirty (30) days, unless otherwise specified.

2.2 Delivery and Acceptance



Services shall be deemed accepted on date of delivery or upon conclusion of any agreed acceptance period stated in the SOW, if the Services substantially conform to their description.

2.3 Performance of Services

Apple shall make reasonable endeavors to provide Services on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the Services. However, Apple shall not be liable for its failure to do so, nor will it be in breach of this Agreement solely by reason of such failure. Apple may reassign and substitute personnel at any time and may provide the same or similar Services to other customers. Apple may contract with an authorized provider ("Provider") or contractor ("Contractor") who may perform Services on its behalf. Services supplied by Apple under this Agreement are provided to assist Customer.

3. Compensation

3.1 Fees and Expenses

In consideration of Services performed, Customer agrees to pay Apple the fees and expenses specified in the applicable SOW. If no fee is specified, Customer agrees to pay Apple's then current fee rate for each hour of Service performed. Customer may specify in each SOW an authorized limit of fees and/or expenses for which it shall pay for Services performed, and Apple agrees not to incur additional fees and/or expenses beyond the limits specified without prior written approval from Customer.

3.2 Payment

Customer agrees to pay for services identified in the Statement of Work on a time and materials basis at the rates or fixed fee specified. If no rate or fixed fee is specified, Customer agrees to pay for Services at Apple's current published rates. Charges for fraction of hours or days shall be rounded to the nearest whole number. Charges for Apple pre-paid Services are invoiced upon Apple's acceptance of the related purchase order and are due and payable in advance of the Apple pre-paid Services to be performed. Unless otherwise specified, charges for all other Services will be invoiced after the Services are performed on a monthly basis, provided Customer is eligible for Apple's credit terms. Customer shall make payment for Services and expenses incurred by Apple within thirty (30) days of invoice date. Any overdue amounts shall be subject to a finance charge at the rate of one and a half percent (1.5%) per month commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. Customer will pay any tax Apple becomes obligated to pay by virtue of this Agreement exclusive of taxes based on the net income of Apple. This Agreement is for Services and does not include parts, materials or goods.

3.3 Unused Services

Unless otherwise provided in writing by Apple, Customer agrees that any and all Services must be scheduled and completely performed within twelve (12) months from the Effective Date of the applicable SOW ("Professional Services Period"). If Customer fails to schedule the Services within the Professional Services Period, Apple reserves the right to deem the Services performed once the Professional Service Period expires and, to the extent permitted by law, Customer may not be entitled to any refund or credit for any Service not scheduled during the Professional Services Period.

4. Confidentiality

4.1 During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

4.2 Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information without the Customer's prior written consent or as required by law.

5. Property Rights

Any ideas, concepts, inventions, know-how, data-processing techniques, software or documentation developed by Apple personnel (alone or jointly with Customer) in connection with Services provided to Customer ("Apple Information") will be the exclusive property of Apple, except to the extent that such items are a derivative of Customer's property. Upon payment of all sums due, Apple grants Customer a non-exclusive, royalty-free, non-transferable (without right to sublicense) license to use the software or other proprietary



rights in Services developed under this Agreement. Apple may provide Customer with specific, customized or unique suggestions or information as part of the Services developed by Apple, which suggestions or information do not have application to other customers of Apple ("Customer-Owned Information"). Apple will identify all Customer-Owned Information and furnish that information to Customer subject to the qualifications set forth in this Agreement, and Customer will own all of Apple's right, title and interest in the Customer-Owned Information.

6. Warranty

Except as expressly represented otherwise in this Agreement, and to the extent not prohibited by law, all Services, including without limitation, any documentation, publications, software programs or code, and other information provided by or on behalf of Apple to Customer under this Agreement are furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY APPLE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY APPLE SHALL CREATE A WARRANTY UNLESS INCORPORATED IN WRITING INTO THIS AGREEMENT.

7. Limitation of Liability and Remedies

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT LOSSES (INCLUDING LOST BUSINESS PROFITS, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES. IN THE EVENT THAT APPLE FAILS TO PROVIDE SERVICES IN ACCORDANCE WITH THIS AGREEMENT, APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR APPLE TO USE ITS REASONABLE EFFORTS TO RE-PERFORM THOSE SERVICES WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT APPLE IS UNABLE TO CORRECT ANY DEFAULT OR BREACH OF THIS AGREEMENT, APPLE MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED FROM CUSTOMER FOR THE SERVICES IN QUESTION, IN FULL SATISFACTION OF APPLE'S OBLIGATIONS UNDER THIS AGREEMENT. SUCH RE-PERFORMANCE OR REFUND SHALL CONSTITUTE APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT OR BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF APPLE, ITS EMPLOYEES, AGENTS, AND SUB-CONTRACTORS, EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID TO APPLE FOR THE SERVICES AT ISSUE UNDER THIS AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY LIABILITY.

8. Indemnity

Apple will defend or settle any claim against Customer that a Service delivered under this Agreement (collectively referred to as "Deliverables") infringes a United States patent, utility model, industrial design, copyright, mask work or trademark, provided Customer (i) promptly notifies Apple in writing of the claim, and (ii) cooperates with Apple in and grants Apple sole authority to control the defense and any related settlement. Apple will pay the cost of such defense and settlement and any costs and damages finally awarded against Customer. If such a claim is made or appears likely to be made, Apple may procure the right for Customer to continue using the Deliverable(s), may modify the Deliverable(s), or may replace it. If a court enjoins use of the Deliverable(s) or Apple determines that none of these alternatives is reasonably available, Apple will take back the Deliverable(s) and refund its value. Apple is not liable for any claim of infringement arising from Apple's compliance with any designs, specifications or instructions of Customer, modification of the Deliverable(s) by Customer or a third party, or use of the Deliverable(s) in a way not specified by Apple. These terms state the entire liability of Apple for claims of infringement by Deliverables supplied by Apple.

9. Third Party Software Waiver and Authorization

9.1 Should Customer provide Apple, or an entity acting on Apple's behalf, with any third party software, OS X image, or iOS loadset, either identified in writing or provided physically (the "Software"), for Apple to install on Customer's devices then the following terms apply: (i) Customer appoints Apple as its agent for the sole purpose of installing the Software as part of the Services; (ii) Customer warrants and represents that it has all the rights necessary both to use the Software and to instruct Apple to install the Software on the devices requested by Customer; (iii) Customer also warrants and represents that it has obtained from the copyright owners or licensors all rights and licenses necessary to utilize any Free/Open Source software ("FOSS") and that it places no reliance upon Apple to obtain or provide those rights; (iv) Customer shall be responsible for any Apple loss or liability due to a breach of any warranty in (ii) and (iii) above; (v) Customer agrees to all the applicable terms in any Software user agreement or FOSS license and authorizes Apple to accept those terms on Customer's behalf as its agent for the installation process; (vi) Customer shall be fully responsible for all the obligations in any Software or FOSS license governing the installed Software; (vii) Customer shall be fully responsible for the content of the provided OS X image (a single file with the suffix .dmg) or iOS loadset. Apple, or an entity acting on Apple's behalf, will not examine the provided Software for quality, content or licensing; (viii) Customer is solely responsible for verifying the aforementioned image contains



appropriate content and does not harm the device being imaged or interfere with the device's normal operation; and (ix) neither Apple, nor an entity acting on Apple's behalf, will be liable for the installation of GPLv3 software.

9.2 Exceeding Services Outlined Herein

During engagements in which Apple (or an entity acting on Apple's behalf) will be (i) imaging OS X devices using a Customer provided image (a single file with the suffix .dmg) or (ii) provisioning iOS devices with a customer provided loadset, unless outlined in the Services herein or within the Statement of Work, no additional software or scripts may be added to any device by Apple (or an entity acting on Apple's behalf). This includes before, during or after the imaging or loadset processes. Unless outlined in the Services herein, Apple (or an entity acting on Apple's behalf) will not install additional software or scripts on any device while at a Customer location.

10. Cancellation

Customer may cancel Services prior to the start date by providing email notice with receipt confirmation to Apple. Apple is not responsible for errors in the delivery of cancellation or rescheduling notices. When notice is received at least fifteen (15) calendar days or more in advance of the estimated start date of Services, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. There are no refunds or rescheduling allowances for Service changes made within fourteen (14) days of the estimated start date of Services. If Apple cancels a Service, the Customer is entitled to a refund if payment was prepaid or may reschedule for a later available date without penalty. Apple shall not be responsible for any loss incurred by Customer as a result of a cancellation or reschedule.

11. Term and Termination

11.1 Term

Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the Effective Date until the following April 30 ("Initial Term"). This Agreement shall automatically renew for successive twelve (12) month periods (each a "Renewal Term"), unless either party provides written notice of its election not to renew at least ninety (90) days prior to the end of the Initial Term or then-current Renewal Term. The Initial Term and all Renewal Terms are referred to as the "Term".

11.2 Termination for Convenience

This Agreement may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party. As it relates to Apple, such termination shall not occur until the successful completion of any outstanding SOW. The Customer may terminate a SOW in whole or in part by giving Apple thirty (30) days' prior written notice. In the event of such termination, Apple shall be entitled to recover for all Services performed prior to the effective date of termination, together with its reasonable extra costs incurred by reason of the termination.

11.3 Termination for Cause

Either Party may terminate this Agreement or a SOW immediately if the other Party: (i) fails to cure any material breach of this Agreement or the SOW within thirty (30) days of written notice from the non-breaching Party; (ii) breaches Confidentiality provisions of the Agreement; or (iii) becomes insolvent, makes a general assignment for the benefit of creditors or becomes subject to any proceeding under any bankruptcy or insolvency law. Additionally, if Apple is not in default of any of its obligations under a SOW and the performance of Services is stopped through any wrongful act or neglect of Customer or Customer fails to make payment to Apple when due, Apple may give written notice to Customer of its intent to terminate performance, specifying the grounds thereof. If the Customer fails within thirty (30) days to cure the act or neglect specified or to make the payment identified therein as past due, Apple may then terminate performance of Services and recover payment from the Customer for all Services performed prior to the termination date.

11.4 Effect of Notice of Termination

If either Party gives notice of termination of the Agreement according to Section 11, all unpaid invoices issued by Apple will be accelerated and become immediately due and payable on the effective date of termination.

11.5 Survival

All defined terms and the following Sections of this Agreement shall survive expiration or any termination of the Agreement: 4 (Confidentiality); 6 (Warranty); 7 (Limitation of Liability and Remedies); 8 (Indemnity); 11.4 (Effect of Notice of Termination); 11.5 (Survival); 12 (General Terms) and; any other Sections that by their nature would reasonably be expected to survive expiration or termination.

12. General

12.1 Governing Law



If Customer is a public agency or institution, this Agreement will be governed by the laws of the state where Customer is located. If Customer is a federal government agency, this Agreement will be governed and interpreted in accordance with applicable federal law. If Customer is a private or corporate entity, this Agreement will be governed by the laws of the State of California, without regard to its conflict of laws provisions, and in the event of any action between the parties, venue shall be in the State of California.

12.2 Dispute Resolution

In the event of any dispute or controversy between the Parties to the Agreement, the Parties shall try to resolve the dispute in a fair and reasonable way. The Parties must escalate a dispute by providing written notice to the other and shall first attempt to resolve such dispute or controversy through one senior management member of each Party. If the Parties' senior management members are unable to resolve such dispute or controversy within sixty (60) days after the complaining Party's written notice to the other Party of such dispute or controversy, then either Party must, by written notice to the other Party, request non-binding mediation to be conducted in either Santa Clara County or San Francisco, California. Each Party shall bear its own expenses in connection with the mediation, except that Apple shall pay the fees and expenses of the mediator. All such non-binding mediation proceedings and negotiations shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. Except for any outstanding amount due to Apple by Customer under the Agreement, the Parties' efforts to resolve any dispute or controversy pursuant to this Section shall not toll or extend the required period for commencing litigation set forth in Section 12.3.

12.3 Venue; Time to Bring Claims

If the Parties are unable to resolve the dispute or controversy within sixty (60) days after commencing mandatory mediation, either Party may commence litigation in the state or federal courts in Santa Clara County, California (but only such courts). Notwithstanding the foregoing, each Party shall have the right to seek urgent relief in order to protect any rights to confidentiality or intellectual property. The Parties hereby waive any applicable bond requirements for obtaining urgent relief and also waive any requirement to show that damages would be an inadequate remedy to obtain such relief. ANY LITIGATION ARISING OUT OF ANY DISPUTE OR CONTROVERSY BETWEEN THE PARTIES TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE EARLIER OF: (i) NOTICE OF TERMINATION UNDER SECTION 11; (ii) A REQUEST FOR FORMAL MEDIATION UNDER SECTION 12.2; OR (iii) THE DATE THE ACTION ACCRUED. IF A LONGER PERIOD IS PROVIDED BY STATUTE, THE PARTIES HEREBY EXPRESSLY WAIVE IT.

12.4 Notice under the Agreement

Notices under the Agreement may be given as follows:

12.4.1 Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address stated below for Apple and to the address designated in this Agreement by Customer for receipt of notices, or as may be provided by the Parties.

Apple Inc
U.S. Contracts Operations
One Apple Park Way, M/S 318-6OPS
Cupertino, California 95014

12.4.2 Either Party may give notice of its change of address for receipt of notices by giving notice in accordance with Section 12.4.1, or as authorized by Apple.

12.5 Independent Contractor

During performance of the Agreement, Apple shall be an independent contractor and not an agent of the Customer, except for the sole purpose of installing Software pursuant to Section 9 of this Agreement. Apple shall supervise the performance of its own personnel and resources and shall have control of the manner and means by which the Services are performed, subject to compliance with the Agreement and any plans, specifications, schedules, or other items agreed to in a SOW.

12.6 Force Majeure

Neither Party will be liable for delay or failure to fulfill its obligations under this Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, failure of communications networks (a "Force Majeure"), provided such party promptly notifies the other party and uses reasonable efforts to correct such failure or delay in its performance.

12.7 Assignment

Apple may use subcontractors to perform Services under this Agreement. Customer may not assign this Agreement without Apple's prior written approval. Any attempt by Customer to assign without Apple's written approval shall be deemed void.



12.6 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible so as to give maximum effect to the original intent and economic effect of the Parties.

12.9 Waivers

A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

12.10 Entire Agreement

Apple and Customer acknowledge that this Agreement and any associated Statements of Work supersedes and extinguishes all previous agreements and representations of, between or on behalf of the Parties with respect to its subject matter. This Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, and representations with respect to its subject matter. Neither Apple nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Apple is deemed to have refused any different or additional provisions in purchase orders, invoices or similar documents, unless Apple affirmatively accepts such provision in writing, and such refused provisions will be unenforceable.

12.11 No Reliance

Apple and Customer each acknowledge and agree that, in entering into the Agreement, they have not relied on and will not be liable for any agreements, warranties, understandings, conditions, covenants, representations or promises other than those expressly stated or referenced in the Agreement. The Parties acknowledge and understand that all terms of the Agreement are enforceable as written and that Apple and Customer intend to enforce and comply with all written terms of the Agreement. Customer hereby acknowledges and agrees that it will be bound by all the terms in the Agreement, notwithstanding any prior or subsequent agreement, warranty, understanding, condition, covenant, representation or promise suggesting otherwise.

12.12 Modifications

Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party.

12.13 Customer's Responsibilities and Representations

Customer shall provide Apple with equipment, information, and facilities necessary to perform Services described in the SOW, unless agreed otherwise by the Parties.

12.14 Headings and Construction

Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

12.15 Counterparts

This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original but such counterparts together shall constitute one and the same instrument.

12.16 Additional Eligible Purchasers

Eligible Purchasers include the Customer and any school districts and their public or private not-for-profit school systems, state universities and colleges, and community, vocational and technical colleges, state, county or city agency or department (including fire departments and libraries), special district, port authority, municipality, township, or Native American reservation in the state that Customer is located ("Eligible Purchasers"). Products purchased shall be for each of the Eligible Purchasers own use in its facilities in the United States and shall not be purchased for the purpose of resale to another entity or individual. Apple reserves complete discretion in making eligibility determinations.

(iv) The Customer shall be responsible and be liable only for purchases made directly by it on its own purchase orders and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement. Eligible Purchasers shall be responsible and liable for purchases made by or acts of the Eligible Purchaser subject to the terms and conditions of this Agreement and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement.



(a) by placing orders hereunder, Eligible Purchaser acknowledges and agrees to be bound by the terms and conditions of this Agreement and shall be deemed a "Customer" under the terms of the Agreement.

The duly authorized representatives of the Parties execute this Agreement as of the dates set forth below.

Customer

SIGNATURE

PRINT NAME

TITLE

DATE

[Signature]
Stephen Dickinson
(BO)
10-18-18

Apple Inc

SIGNATURE

PRINT NAME

TITLE

DEPT

EFFECTIVE DATE

[Signature]
EWANOR DEENEY
U.S CONTRACT MANAGEMENT
EUS SALES OPERATIONS
OCT 18th, 2018



**Piggyback Consent Form ("Consent Form") to the
Education/State & Local Government Purchase Agreement
and
Professional Services Agreement
between
Glendale Unified School District and Apple Inc. ("Apple")**

	"Customer"	"Apple"
Name of Institution:	Alum Rock Union Elementary School District	Apple Inc.
Address:	2930 Gay Avenue	One Apple Park Way,
City, State, Zip:	San Jose, CA 95127	Cupertino, California 95014

Dear Customer,

Thank you for your recent purchase order. After an initial review, we have determined that you do not have a contract with Apple; however, you are an eligible purchaser under the Agreements identified below and attached to this Consent Form.

Name of Agreements	Education/State & Local Government Purchase Agreement and Professional Services Agreement
Agreement Number	Education/State & Local Government Purchase Agreement: 12987
Agreement Number	Professional Services Agreement: 335142
Bid Number	P-13 18/19
Purchaser	
Date of Agreements	11/09/18

Apple may process your current and future purchase orders under the Agreements, provided that you execute this Consent Form. If for some reason the Agreements are not attached to this Consent Form, please immediately request them prior to executing this Consent Form. Apple advises Customer to review all the terms and conditions of the Agreements prior to executing this Consent Form.

By executing this Consent Form, Customer agrees to be bound by the terms and conditions of the Agreements. Customer further agrees that you are responsible and liable for any purchases you make under the Agreements and for any of your actions or inactions pursuant to the terms and conditions of the Agreements.

This Consent Form will terminate on the termination date of the Agreements. Apple may terminate this Consent Form without cause upon thirty (30) days' written notice to Customer. Apple also may terminate this Consent Form immediately upon written notice to Customer, if Customer breaches any terms and conditions of the Agreements or this Consent Form.

Please complete and execute this Consent Form and email the completed and executed Consent Form to Apple at contracts@apple.com within forty-eight (48) hours from receipt so that we may complete processing your purchase order. Please note that if we do not receive this Consent Form within 48 hours, your purchase order will not be processed.

If you have any questions or comments regarding this Consent Form, please email austincontracts@apple.com.

Regards,
Sales Contracts Management
Apple Inc.

CUSTOMER

Authorized Signature

Superintendent

Title

Hilaria Bauer, Ph.D.

Name

11/09/18

Date



**Piggyback Consent Form ("Consent Form") to the
Education/State & Local Government Purchase Agreement
and
Professional Services Agreement
between
Glendale Unified School District and Apple Inc. ("Apple")**

	"Customer"	"Apple"
Name of Institution:	Alum Rock Union Elementary School District	Apple Inc.
Address:	2930 Gay Avenue	One Apple Park Way,
City, State, Zip:	San Jose, CA 95127	Cupertino, California 95014

Dear Customer,

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Apple may process your current and future purchase orders under the Agreements, provided that you execute this Consent Form. If for some reason the Agreements are not attached to this Consent Form, please immediately request them prior to executing this Consent Form. Apple advises Customer to review all the terms and conditions of the Agreements prior to executing this Consent Form.

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Please complete and execute this Consent Form and email the completed and executed Consent Form to Apple at contracts@apple.com within forty-eight (48) hours from receipt so that we may complete processing your purchase order. Please note that if we do not receive this Consent Form within 48 hours, your purchase order will not be processed.

If you have any questions or comments regarding this Consent Form, please email austincontracts@apple.com.

Regards,
Sales Contracts Management
Apple Inc.

CUSTOMER

Authorized Signature

Superintendent

Title

Hilaria Bauer, Ph.D.

Name

11/09/18

Date

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: July 15, 2020

Subject: California State Preschool Program (CSPP) Contract CSPP-0559

Staff Analysis: Adoption of Resolution No. 01-20/21 entering into a partnership with the California Department of Education for the purpose of providing early learning/childcare and development within Alum Rock Union Elementary School District for Fiscal Year 2020-2021. Contract number CSPP-0559 grant in the amount of \$585,488.00. Alum Rock Union Elementary School District will be providing preschool services to Adelante I and Adelante II.

This grant is made possible by the California Department of Education, Early Learning and Care Division which provides leadership and support to school districts and the child development community. Ensuring high quality education programs are accessible for 3 to 5-year old children.

Recommendation: Staff recommends that the Board of Trustees approve **Resolution No. 01-20/21** as submitted.

Submitted by: Dr. Dianna Ballesteros

Title: Director of Early Learning

Approved by: Rene Sanchez *RS*

Title: Assistant Superintendent of Instructional Services

To the Board of Trustees:

Meeting: August 13, 2020
Regular Board Meeting

Recommend Approval

11-08
Agenda Placement

H. Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____

Seconded by: _____

Approved: _____

Not Approved: _____

Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 01-20/21

**California State Preschool Programs (CSPP) Contract
CSPP-0559**

WHEREAS, this resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing early learning/childcare and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2020-21;

WHEREAS, contract CSPP-0559 in the amount of \$585,488.00 provides subsidized care for preschool programs located at Alum Rock Schools for families who meet eligibility criteria established by the California Department of Education;

WHEREAS, THINK Together, in coordination with the Alum Rock Union Elementary School District, will offer a comprehensive, licensed preschool program at Adelante Dual Language Academy, 2999 Ridgemont Drive, San Jose California, 95127 and Adelante Dual Language Academy II, 1970 Cinderella Lane, San Jose California, 95116;

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of Alum Rock Union Elementary School District authorizes entering into local agreement number CSPP-0559;

BE IT FURTHER RESOLVED, that Rene Sanchez, Assistant Superintendent and Dr. Dianna Ballesteros, Director of Early Learning may submit and receive all documents pertaining to the licensed Alum Rock Union Elementary School District preschool program;

PASSED AND ADOPTED, this 13TH day of August, 2020, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California:

Ayes _____

Noes _____

Absent _____

Abstain _____

Board of Trustees:

Ernesto Bejarano, President

Corina Herrera-Loera, Vice President

Andrés Quintero, Clerk

Linda Chavez, Member

Dolores Marquéz-Frausto, Member

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on August 13, 2020.

Hilaria Bauer, Ph.D., Superintendent

Date

**California Department of Education (CDE)
DIRECTIONS AND FORMS
FOR
CHILD CARE AND DEVELOPMENT CONTRACTS**

Please read the entire document carefully. This document contains:

- Directions for Contract Execution (page 2)
- Issues that will Delay Contract Execution (page 3)
- Resolution/Signature Authority (page 4)
- Sample Resolution (page 5)
- Frequently Asked Questions (pages 6-7)
- Checklist (page 8)
- Contractor Certification Clauses (CCC-04-2017) (pages 9-12)
- California Civil Rights Laws Certification (CO-005) (page 13)
- Federal Certifications CO.8 (page 14-17)
- Contract (page 18-19* Page 19 is only Funding Information that did not fit on Contract Page)

DIRECTIONS FOR CONTRACT EXECUTION

1. Review the Funding Terms and Conditions (FT&C), applicable Program Requirements, and the General Terms and Conditions (GTC 04/2017). If you are a State Agency or University, review the General Terms and Conditions for Interagency Agreements (GIA 610).

All of the above can be found at the following link:

<http://www.cde.ca.gov/fq/aa/cd/ftc2020.asp>

2. Print **two (2) copies of this document** beginning with the CCC 04/2017 (pages 9-17), **single-sided only**. Do not alter documents in any way.
 - a. Confirm that the printed pages are legible. If the contract language is cut off at the margin, follow the link below to correct the problem:
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
3. Have **both** copies of the contract and all required documents filled out completely and signed by the authorized official.
 - Sign documents in **blue ink** only, or via Adobe Acrobat digital signature.
Contracts signed in black ink, stamped signatures, or copies will NOT be accepted.
 - Print name, title, and address where requested.
4. **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of **each** contract.
 - **Contracts will not be executed prior to board approval.**
5. Email Adobe digitally signed contract and documents with certifying statement to **childdevelopmentcontracts@cde.ca.gov**, or mail signed contract and all completed documents *as soon as possible* to:

Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901

ISSUES THAT DELAY CONTRACT EXECUTION

The following issues will delay contract execution and payment:

- Documents are unsigned, incomplete, or not returned.
- Contracts are mailed to the incorrect address.
- Contracts are e-mailed without a password protected Adobe Acrobat digital signature and certifying statement.
- The contract is not signed with original signatures in ***blue ink***.
- The contract was printed illegibly, double-sided, or formatting has been changed.
- The contract was printed with the left side cut-off and language missing.
- The individual signing the contracts does not have signature authority to enter into contractual agreements with the CDE.

RESOLUTION/SIGNATURE AUTHORITY

PUBLIC AGENCIES

According to the *State Contracting Manual, Volume 1*, when one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by one of the following documents from the local governing body authorizing execution of the agreement:

- Board resolution; or
- Board minutes; or
- Board policy

Please submit one resolution per contract type.

County Offices of Education

A resolution is not required ***IF*** the County Superintendent signs the contract. If anyone else signs, signature authority is required.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

PRIVATE AGENCIES

Generally, the Executive Director, Owner, President, etc. are the authorized signers. *If an individual with a different title than above signs the contract*, provide one of the following indicating the signee has the authority to enter into and sign contractual agreements with the CDE:

- Letter on company letterhead;
- Board Resolution; or
- Board Minutes

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2020-2021.

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

authorizes entering into local agreement number _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2020, by the

Governing Board of _____

of _____ County, in the State of California.

I, _____, Clerk of the Governing Board of

_____, of _____, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

FREQUENTLY ASKED QUESTIONS

BOARD RESOLUTIONS/SIGNATURE AUTHORITY

Do I need to provide a resolution and signature authority for an original contract?

Public Agency

Yes, you need a resolution authorizing the contract. You also need to provide signature authority for the person signing the contract, if someone other than the Superintendent signs. See the sample provided on the previous page.

Private Agency

The CDE does not require a resolution from a private agency. However, if an employee who is not the Executive Director, Owner, or President, etc. has signed the contract, signature authority is required. This can be provided by a resolution or letter on letterhead from the Executive Officer.

Do I need a resolution for an amendment?

If the resolution for the original contract specified the contract amount, a resolution containing the amended contract amount is required.

In addition, signature authority will be required if the person signing the amendment was not included as an authorized signer on the original resolution.

I work for a County Superintendent of Schools. Does my contract need a resolution?

Because County Superintendents have the authority to enter into contracts without board approval, a resolution is not required *IF* the County Superintendent signs the contract.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

CONTRACT COPIES

Can we e-mail copies of the signed contract?

No. CDE can only accept contracts with original signatures at this time.

Why do I have to make two copies of the contract?

So that once the contract is executed, CDE can send you a signed original.

FEDERAL ID NUMBER

What is my Federal ID number?

An Employer Identification Number (EIN) is also known as a Federal Tax Identification

Number, and is used to identify a business entity. Use this number to fill in the CCC-4/2017 form.

PRINTING ERRORS

What is a misprint?

A misprint occurs when the contract is printed illegibly, double-sided, or a change has been made to the formatting. Common examples are:

- The text on the left margin of the contract has been cut off. Fix problem here:
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Toner issues cause the print to be illegible.
- The contract has been printed double-sided.
- Space has been added or deleted.

If this occurs, and the contract is sent to CDE, you will receive an e-mail asking you to re-print, re-sign and return a correctly printed contract. Contracts that have been altered in any way are unacceptable.

CONTACT INFORMATION

When should I contact the Contracts Office?

If you have a question regarding the status of the contract or questions about any of the attached documents, please contact your Child Care and Development Contract Analyst listed here:

<https://www.cde.ca.gov/fg/aa/cd/directory13.asp>

For counties 01-29, contact Cindy Rodriguez at CRodriguez@cde.ca.gov
For counties 30-58, contact Favio Flores at FFlores@cde.ca.gov

For questions regarding contract terms such as MDO, MRA, etc., contact the assigned Fiscal Analyst or EESD Consultant listed here:

<https://www.cde.ca.gov/fg/aa/cd/faad.asp>

or

<https://www.cde.ca.gov/sp/cd/ci/assignments.asp>

Direct all contract correspondence to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

CONTRACT CHECKLIST

Please note that every form is required.

Contractor name Alum Rock Union Elementary School District Contract # CSPP-0559

Place a check mark next to each item being returned.

- ☐ Checklist
- ☐ **Two (2)** signed (in **blue ink**) child care contracts with original signatures
 - **Did you include your printed name, title, and address?**
 - **Is all of the contract language visible?**
- ☐ **Two (2)** signed Contractor Certification Clauses (CCC-4/2017)
 - **Did you fill in ALL spaces including Federal ID Number?**
- ☐ **Two (2)** signed California Civil Rights Laws Certifications (CO-005)
- ☐ Board resolution or minutes authorizing execution of contract and/or authorizing delegation of authority (if applicable)

Mail all signed contracts and completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Alum Rock Union Elementary School District	77-0016360

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of Santa Clara, California
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CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions. and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
Alum Rock Union Elementary School District

2. Federal ID Number:
77-0016360

3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:
Dr. Hilaria Bauer, Superintendent

5. Date Executed:

6. Executed in the County and State of:
Santa Clara, California

FEDERAL CERTIFICATIONS

Certifications regarding lobbying, debarment, suspension and other responsibility matters; and drug-free workplace requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82 "New restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The Certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a.) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- (b.) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;
- (c.) The undersigned shall require the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 34 CFR Part 85, for prospective participants in primary or substantive control over a covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-

A. The applicant certifies that it and its principals:

- (a.) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b.) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c.) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1998, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Section 85.605 and 85.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a.) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b.) Establishing an on-going drug-free awareness program to inform employees about-

- (1.)The danger of drug abuse in the workplace;
 - (2.)The grantee's policy of maintaining a drug-free workplace;
 - (3.)Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4.)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c.)Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);
 - (d.)Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-
 - (1.)Abide by the terms of the statement; and
 - (2.)Notify the employer in writing of his or her conviction for a violation;
 - (e.)Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No.3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;
 - (f.) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - (1.)Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2.)Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 - (g.)Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Address: 1) 2999 Ridgemont Avenue 2) 1970 Cinderella Lane

City: San Jose

State: California

Zip Code: 1) 95127 2) 95116

☐ Check if there are workplaces on file that are not identified here.

4. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610

(a.) As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

(b.) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No.3) Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT:

Alum Rock Union Elementary School District

CONTRACT #:

CSPP-0559

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:

Dr. Hilaria Bauer, Superintendent

SIGNATURE:

DATE:

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****DATE:** July 01, 2020**CONTRACT NUMBER:** CSPP-0559**PROGRAM TYPE:** CALIFORNIA STATE
PRESCHOOL PROGRAM**PROJECT NUMBER:** 43-06936-00-0**CONTRACTOR'S NAME:** ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 20-21, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2020 through June 30, 2021. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$49.85 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$85,488.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 11,745.0

Minimum Days of Operation (MDO) Requirement 246

If any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Forms shown with an asterisk (*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Dr. Hilaria Bauer, Superintendent			
TITLE Contract Manager		ADDRESS 2930 Gay Avenue, San Jose, CA 95127			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 585,488	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
	(OPTIONAL USE) 0656				
	23038-6936				
	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 585,488					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.		B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER		DATE			

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Adelante Dual Language Academy, 2999 Ridgmont Avenue, San Jose CA 95127

Adelante Dual Language Academy II, 1970 Cinderella Lane, San Jose CA 95116

Check [] if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR) Alum Rock Union Elementary School District	CONTRACT # CSPP-0559
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Dr. Hilaria Bauer, Superintendent	
SIGNATURE	DATE

11.09

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: July 15, 2020

Subject: **THINK Together Designation of California State Preschool Program (CSPP)
Facility Responsibility- Adelante I**

Staff Analysis: The Memorandum of Understanding between the Alum Rock Union Elementary School District and THINK Together is a formal agreement to provide California State Preschool Programs (CSPP) at two schools within the district. Preschool services will be provided at Adelante Dual Language Academy I, 2999 Ridgemont Drive, San Jose, California, 95127.

Recommendation: Staff recommends that the Board of Trustees approve **Resolution No. 02-20/21** as submitted.

Submitted by: Dr. Dianna Ballesteros

Title: Director of Early Learning

Approved by: Rene Sanchez *RS*

Title: Assistant Superintendent of Instructional Services

To the Board of Trustees:

Meeting: August 13, 2020
Regular Board Meeting

Recommend Approval

11.09
Agenda Placement

[Signature]
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____

Seconded by: _____

Approved: _____

Not Approved: _____

Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 02-20/21

**THINK Together Designation of
California State Preschool Programs (CSPP) Facility Responsibility**

WHEREAS, The Memorandum of Understanding between the Alum Rock Union Elementary School District and THINK Together is a formal agreement to provide California State Preschool Programs (CSPP) at two schools within the district. It is agreed that THINK Together will provide preschool services at Adelante Dual Language Academy, 2999 Ridgemont Drive, San Jose California, 95127;

WHEREAS, THINK Together Program Manager, Yecenia B. Cardenas, is designated to receive and submit all documents pertaining to Adelante Dual Language Academy, 2999 Ridgemont Drive, San Jose California, 95127;

WHEREAS, Yecenia B. Cardenas is designated as the Administrator-Manager of the above named facility and authorized to receive any licensing documents on behalf of our Board, including reports of inspections and consultations, accusations, and civil and administrative processes;

WHEREAS, THINK Together, in coordination with the ARUESD, will offer a comprehensive, licensed preschool in the Alum Rock School Readiness Program which meets the developmental needs of the children it serves.

NOW, THEREFORE, BE IT RESOLVED, that THINK Together will secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the fully executed MOU.

BE IT FURTHER RESOLVED, that THINK Together's designee has the authority, on behalf of the Alum Rock Board of Trustees, to submit the application to the State of California, Department of Social Services Community Care Licensing Division Agency, San Jose Child Care Program, 2580 North First Street, Suite 300, San Jose, California, 95131.

PASSED AND ADOPTED, this 13TH day of August, 2020, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California:

Ayes_____

Noes_____

Absent_____

Abstain_____

Board of Trustees:

Ernesto Bejarano, President

Corina Herrera-Loera, Vice President

Andrés Quintero, Clerk

Linda Chavez, Member

Dolores Marquéz-Frausto, Member

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on August 13, 2020.

Hilaria Bauer, Ph.D., Superintendent

Date

11.10

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: July 15, 2020

Subject: **THINK Together Designation of California State Preschool Program (CSPP) Facility Responsibility- Adelante II**

Staff Analysis: The Memorandum of Understanding between the Alum Rock Union Elementary School District and THINK Together is a formal agreement to provide California State Preschool Programs (CSPP) at two schools within the district. Preschool services will be provided at Adelante Dual Language Academy II, 1970 Cinderella Lane, San Jose, California, 95116.

Recommendation: Staff recommends that the Board of Trustees approve **Resolution No. 03-20/21** as submitted.

Submitted by: Dr. Dianna Ballesteros

Title: Director of Early Learning

Approved by: Rene Sanchez *RS*

Title: Assistant Superintendent of Instructional Services

To the Board of Trustees:

Meeting: August 13, 2020
Regular Board Meeting

Recommend Approval

11.10

Agenda Placement

[Signature]

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____

Seconded by: _____

Approved: _____

Not Approved: _____

Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 03-20/21

**THINK Together Designation of
California State Preschool Programs (CSPP) Facility Responsibility**

WHEREAS, The Memorandum of Understanding between the Alum Rock Union Elementary School District and THINK Together is a formal agreement to provide California State Preschool Programs (CSPP) at two schools within the district. It is agreed that THINK Together will provide preschool services at Adelante Dual Language Academy II, 1970 Cinderella Lane, San Jose California, 95116;

WHEREAS, THINK Together Program Manager, Yecenia B. Cardenas, is designated to receive and submit all documents pertaining to Adelante Dual Language Academy II, 1970 Cinderella Lane, San Jose California, 95116;

WHEREAS, Yecenia B. Cardenas is designated as the Administrator-Manager of the above named facility and authorized to receive any licensing documents on behalf of our Board, including reports of inspections and consultations, accusations, and civil and administrative processes;

WHEREAS, THINK Together, in coordination with the ARUESD, will offer a comprehensive, licensed preschool in the Alum Rock School Readiness Program which meets the developmental needs of the children it serves.

NOW, THEREFORE, BE IT RESOLVED, that THINK Together will secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the fully executed MOU.

BE IT FURTHER RESOLVED, that THINK Together's designee has the authority, on behalf of the Alum Rock Board of Trustees, to submit the application to the State of California, Department of Social Services Community Care Licensing Division Agency, San Jose Child Care Program, 2580 North First Street, Suite 300, San Jose, California, 95131.

PASSED AND ADOPTED, this 13TH day of August, 2020, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California:

Ayes _____

Noes _____

Absent _____

Abstain _____

Board of Trustees:

Ernesto Bejarano, President

Corina Herrera-Loera, Vice President

Andrés Quintero, Clerk

Linda Chavez, Member

Dolores Marquéz-Frausto, Member

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on August 13, 2020.

Hilaria Bauer, Ph.D., Superintendent

Date

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

11.11

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve/Ratify Notices of Employment and Changes of Status/August 13, 2020/**
Human Resources Department

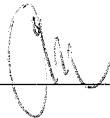
Staff Analysis:

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

Recommendation:

District administration is recommending that the Board of Trustees approve the hiring of any new employee, and any change of status for existing employees.

Submitted by: Carlos Moran



Title: Assistant Superintendent, Human Resources

To the Board of Trustees:

Recommend Approval

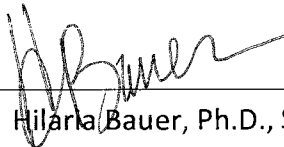
11.11

Meeting:

August 13, 2020

Regular Board Meeting

Agenda Placement



Hilaria Bauer, Ph.D., 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
August 13, 2020**

CERTIFICATED CHANGES OF STATUS:

I. Employee Contracts:

1. Campbell, Douglas	Substitute Principal	08/17/2020 - 06/30/2021
2. Leon, Oscar	Substitute Principal	08/17/2020 - 06/30/2021
3. Loman, Brenda	New Teacher Support	08/15/2020 - 06/30/2021
4. Moreno, Albert	Substitute Principal	08/17/2020 - 06/30/2021
5. Siegfried, Midge	Induction Advisor	08/15/2020 - 06/30/2021
6. Torres, Lorena	SLS Coordinator	08/11/2020 - 06/15/2021
7. Carrasco, Yareni	SLS Coordinator	08/11/2020 - 06/12/2021
8. Yamaguchi, Dana	SLS Coordinator	08/11/2020 - 06/15/2021
9. Gonzalez, Ana	SLS Coordinator	08/11/2020 - 06/30/2021
10. Hill, Sylvia	Induction Advisor	08/15/2020 - 06/30/2021
11. Margossian, Gregg	Induction Advisor	08/15/2020 - 06/30/2021
12. Barahona, Vanessa	Test Examiner	08/17/2020 - 09/30/2020
13. Bauer, Oscar	Test Examiner	08/17/2020 - 09/30/2020
14. Caragan, Vanessa	Test Examiner	08/17/2020 - 09/30/2020
15. Castro, Patrice	Test Examiner	08/17/2020 - 09/30/2020
16. Chiang, Wendy	Test Examiner	08/17/2020 - 09/30/2020
17. Dias, Andrew	Test Examiner	08/17/2020 - 09/30/2020
18. Giang, Linh	Test Examiner	08/17/2020 - 09/30/2020
19. Hoang, Daniel	Test Examiner	08/17/2020 - 09/30/2020
20. Martin, Luz	Test Examiner	08/17/2020 - 09/30/2020
21. Moran, Elba	Test Examiner	08/17/2020 - 09/30/2020
22. Nguyen, Brendan	Test Examiner	08/17/2020 - 09/30/2020
23. Pantell, April	Test Examiner	08/17/2020 - 09/30/2020
24. Pama, Leland	Test Examiner	08/17/2020 - 09/30/2020
25. Vergara-McCray, Maria	Test Examiner	08/17/2020 - 09/30/2020
26. Williams, Catherine	Test Examiner	08/17/2020 - 09/30/2020
27. Sanchez, Mario	Substitute Principal	08/17/2020 - 06/30/2020

II. One Year Nonpaid Personal Leave of Absence:

1. Burk, John	Music/V.A.P.A. Programs	07/01/2020 - 06/30-2021
2. Gomez-Batrez, Adrienne	Extension PLOA	07/01/2020 - 06/30/2021

III. Return from .2FTE Personal Leave of Absence:

1. Moeller, Kristin	3/Lyndale Elementary	07/01/2020
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IV. Initial Variable Term Credential Waiver Request:

1. Almazan, Epsom	Mild/Moderate Teacher Preparation Program
2. Astorga, Jose	Teacher Preparation Program
3. Bland, Samuel	Mild/Moderate Teacher Preparation Program
4. Dano, Joshua	CBEST Exam for the Mild/Moderate Teacher Preparation Program
5. Fenstermaker, Andrew	Multiple Subjects Teacher Preparation Program
6. Peterson, Chester	Mild/Moderate Teacher Preparation Program
7. Santarina, Travis	Adaptive P.E. Credentialing Program
8. Souda, Manali	Multiple Subjects Teacher Preparation Program

V. Provisional Internship Permit:

- | | |
|-----------------------------|----------------------------------|
| 1. Aguilar, Silvia Martinez | Teacher, Elementary Bilingual |
| 2. Hawkins, Zane | Teacher, Special Education – SDC |
| 3. Lee, Jinjoo | Teacher, Middle School |
| 4. Muniz, Maria | Teacher, Elementary Bilingual |
| 5. Ruiz, Maria | Teacher, Elementary Bilingual |

VI. Rehired from Temporary Contract for the 2020-21 School Year:

- | | |
|--------------------------------|---------------------------|
| 1. Aguilar, Silvia Martinez | ADELANTE Academy I |
| 2. Almazan, Epsom C | Ocala STEAM Academy |
| 3. Bland, Samuel Lee | APTITUD Community at Goss |
| 4. Fenstermaker, Andrew R. | Ocala STEAM Academy |
| 5. Friga, Ayla Marie | San Antonio Elementary |
| 6. Haro, Sara Diane | Fischer Middle School |
| 7. Hawkins, Zane Gray | Mathson Middle School |
| 8. Lee, Jinjoo Jonghyun | Renaissance Academy II |
| 9. Lozano Jr, Jesus Plascencia | V.A.P.A. Program |
| 10. Martinez, Jessica Mendez | Mathson Middle School |
| 11. Muniz, Maria Franco | ADELANTE Academy II |
| 12. Orozco, Melissa | Russo/McEntee Academy |
| 13. Peterson Jr, Chester Emery | L.U.C.H.A. Academy |
| 14. Riedstra, Robyn Marie | Sheppard Middle School |
| 15. Sanchez, Maria Aguilar | Sheppard Middle School |
| 16. Tenorio, Clara Isabel | ADELANTE Academy II |
| 17. Torres, Alejandra | ADELANTE Academy II |

VII. Change of Status Probationary 0 to Probationary II Status Effective 08/12/2020:

- | | |
|------------------------------|---------------------------|
| 1. Calcagno, Jason Michael | Dorsa Elementary |
| 2. Carter, Anneliese | ADELANTE Academy I |
| 3. Cervantes, Alondra Rios | George Middle School |
| 4. Johnstone, Amber Michelle | Sheppard Middle School |
| 5. Lopez, Rachel Anne | APTITUD Community at Goss |
| 6. McArthur, Damani | George Middle School |
| 7. Vega, Arturo I | Ryan Elementary |

VIII. Change of Status Probationary I to Probationary II Status Effective 08/12/2020:

- | | |
|-------------------------------|-------------------------|
| 1. Arias-Cuevas, Sofia | ADELANTE Academy I |
| 2. Beltran, Carina | Special Education Dept. |
| 3. Bravo, Mandy Yolanda | Russo/McEntee Academy |
| 4. Cortes, Gloria Ines | ADELANTE Academy I |
| 5. Irvine, Angela Rae | Renaissance Academy II |
| 6. Livoti, Jessica Mae | Linda Vista Elementary |
| 7. Montes, Rand L | George Middle School |
| 8. Muresan, Sabina | Student Services Dept. |
| 9. Natividad, Maria Socorro | ADELANTE Academy II |
| 10. Ngo, Trinh Thi-Bang | San Antonio Elementary |
| 11. Onofre, Ana Velazquez | Meyer Elementary |
| 12. Parsons, Kate Allison | Special Education Dept. |
| 13. Powell, Matthew David | Cureton Elementary |
| 14. Ramachandran, Ujala | Dorsa Elementary |
| 15. Rivas, Kareen Thao | Ryan Elementary |
| 16. Schongut-Hendel, Graciela | Special Education Dept. |
| 17. Siddiqi, Saba Obaid | Cassell Elementary |
| 18. Talton, Veronica | George Middle School |

19. Thomas, Deepa	Ryan Elementary
20. Vidales, Lupe A	Sheppard Middle School
21. Villegas, John Anthony	Hubbard Media Arts Academy
22. Zentner, Samantha Rae	Ryan Elementary

IX. Change of Status Probationary II to Permanent Status Effective 08/12/2020:

1. Alarcon, David Anthony	Special Education Dept.
2. Cetinich, Alyssia Sarah	Special Education Dept.
3. Chien, Yi-Chun	Special Education Dept.
4. Diaz, Lindsey Nicole	Hubbard Media Arts Academy
5. Formariz, Megan Marie	Renaissance Academy I
6. Garver, Ashley Lynn	Cureton Elementary
7. Guerrero, Haydee	Ocala STEAM Academy
8. Guerrero, Tanya Karina	Special Education Dept.
9. Kachagin, Sergey	Special Education Dept.
10. Lamas, Oscar	APTITUD Community at Goss
11. Lima, Maria S	Chavez Elementary
12. Mata, Loren Nicole	Special Education Dept.
13. Pruett, Lee Ellen	Special Education Dept.
14. Ramos, Beaubea Humilde	Lyndale Elementary
15. Rodrigues, Amy Elizabeth	Student Services Dept.
16. The, Michael Timothy	Mathson Middle School
17. Urena, Alondra Maricela Beas	L.U.C.H.A. Academy

X. Change of Status Probationary 0 to Permanent Status Effective 8/12/2020:

1. Gonzales, Angelina	Painter Elementary
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XI. Reassigned to the Classroom:

1. Magsino, Noli	Music Teacher	08/12/2020
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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

11.12

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

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

Staff Analysis:

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

Recommendation:

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

Prepared by: Maria Martinez M.M. Title: Procurement Manager

Approved by: Kolvira Chheng K Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: August 13, 2020

Recommend Approval

Regular Board Meeting

11.12

Agenda Placement

Hilana Bauer
Hilana Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
August 13, 2020 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

<u>DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONSULTANT NAME</u>	<u>COST & FUNDING</u>	<u>PURPOSE</u>
Mathson M.S Vince Iwasaki	07/05/20- 07/04/21	NEWSELA	\$6,000.00	Application subscription for 230 Mathson students to provide content at multiple lexile levels, assessments to check student reading comprehension, and tracking of those results will allow teachers to make appropriate assignments for students. The application also provides an SEL curriculum. Funding: Restricted
Academic Services Brittany Rykels	08/14/20- 06/30/25	Applied Survey Research	No Cost	Applied Survey Research will work with ARUSD for the purpose of obtaining academic, attendance and program participation records of all district students in grades K-3, in an effort to measure the effectiveness of the Universal Access Pilot Initiative. Funding: N/A
Academic Services Brittany Rykels	08/14/20- 06/30/21	BookNook	\$44,625.00	Purchase software licenses to provide all K-5 students district-wide with a rigorous distance-learning and in-person solution for live reading interventions. This contract includes professional development for teachers and administrators. Funding: Various
Academic Services Jason Sorich	08/14/20- 06/30/21	Digital Promise	No Cost	Hubbard Middle School will receive IPADS for all staff and students. Included with this is wireless access for all students and professional development for teachers. A \$25,000.00 stipend will be provided per year to help support instructional technology coaching. Funding: N/A

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Academic Services Barbara Campbell	08/14/20- 06/30/21	E.L. Achieve, Inc.	\$42,720.00	E.L. Achieve, Inc. will provide Constructing Meaning 5-day institute virtually or in person for 50 elementary teachers district-wide and 1 leadership strand for all site administrators. Professional development dates to be determined. Funding: Restricted
Academic Services Barbara Campbell	08/14/20- 06/30/21	E.L. Achieve, Inc.	\$32,485.00	E.L. Achieve, Inc. will provide Constructing Meaning 5-day institute virtually or in person for 20 middle school teachers district wide and 1 leadership strand for all site administrators. Includes annual partnership renewal. Professional development dates to be determined. Funding: General
Academic Services Barbara Campbell	08/14/20- 06/30/21	Imagine Learning, Inc.	\$30,500.00	Purchase Imagine Learning language and literacy annual student licenses for use with newcomers and EL level 1 student in all elementary schools. One 60-minute custom webinar professional development for up to 200 attendees. Funding: Restricted
Academic Services Jason Sorich	08/14/20- 06/30/21	Imagination Station DBA: Istation	\$12,025.00	Purchase student Spanish licenses for Assessment and Instruction for Pre-K thru 5 th grade students at Adelante I and Adelante II Academies for the 2020-2021 SY. Teachers will also be given the opportunity to work with an Istation coach thru Premium Virtual Learning Services which are also included. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Academic Services Barbara Campbell	08/14/20- 06/30/21	Listen Innovation Inc.	\$19,800.00	Purchase licenses to support English Learners, Reclassified students and newcomers in listening skills, vocabulary, comprehension and speaking skills in all subject areas. Provide one 45-minute PD virtually or hybrid for up to 15 participants. Premium access to all 6-8 graders in MS and 2-8 graders in K-8 schools. Funding: General
Early Learning Dianna Ballesteros	08/14/20- 06/30/21	New Teacher Center	No Cost (grant funded)	This partnership will enhance the classroom practice of Alum Rock's TK teachers to improve student outcomes and support the evolution of the Early Learning systems and structures in the district. Funding: N/A
Academic Services Brittany Rykels	08/14/20- 06/30/21	Silicon Valley Mathematics Initiative (SVMi)	\$6,300.00	Provide professional development services to all teachers (grades TK-8), coaches and administrators at all ARUSD schools district-wide. Services will be offered as distance learning sessions and when shelter-in-place are lifted, will also be offered in central locations as face-to-face meetings. Funding: Restricted
Academic Services Brittany Rykels	08/14/20- 06/30/21	StudiesWeekly	No Cost	Provide one 2-hour Webinar Training to K-5 teachers and one Face-to-Face Training Day with a qualified trainer. These sessions are included with the StudiesWeekly classroom license subscriptions and are at no additional cost. Services will be provided for all K-5 teachers district-wide. Funding: N/A
Academic Services Jason Sorich	08/14/20- 06/30/22	The Tech Museum of Innovation	No Cost	The Tech Academics will partner with ARUSD to provide a 2-year fellowship to develop teacher proficiency in mechanical or software engineering. Services to be provided virtually or in-person during the 2020-2021 SY. Funding: N/A

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Academic Services Jason Sorich	12/13/19- 06/30/21	WESTED	No Cost	Contract Extension: C206054 Original contract amount \$0.00 Continue the work with ARUSD to build 3 rd grade student's social emotional skills and improve peer relationships for elementary students experiencing a wide range of social difficulties, including peer rejection, bullying, and social anxiety. Researchers will be collecting student data across the entire Social Skill Study and will perform observation at selected participating school. Funding: N/A
Fiscal Services Efrain Robles	07/01/20- 06/30/23	Sytech Solutions, Inc.	\$30,000.00 (\$10,000 per year)	Provide a document management platform that includes scanning, archiving, document indexing, data base maintenance, management and reporting. Services include indexing of the Home Surveys required of LCFF Funding. Three (3) year agreement renewed annually. Funding: General
Maintenance Ed Villarreal	07/01/20- 06/30/21	Harry L. Murphy, Inc.	\$22,225.00	Provide demo of existing flooring, and installation of new flooring at Sheppard M.S- Kitchen due to health inspection request. Funding: Restricted
Maintenance Ed Villarreal	07/01/20- 06/30/21	Harry L. Murphy, Inc.	\$24,110.00	Provide demo of existing flooring, and installation of new flooring at Fisher M.S- Kitchen due to health inspection request. Funding: Restricted
Maintenance Ed Villarreal	07/01/20- 06/30/21	Harry L. Murphy, Inc.	\$25,745.00	Provide demo and abatement of old flooring, and installation of new flooring at the Chavez Elementary School- Presley Building due to safety issues. Funding: Restricted

Alum Rock Union Elementary School District
August 13, 2020 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Maintenance Ed Villarreal	07/01/20- 06/30/21	McKinley Elevator Corporation	\$7,500.00	Provide required inspections of all accessible lifts and ADA lifts as regulated by the state district-wide. Funding: Restricted
Maintenance Ed Villarreal	07/01/20- 06/30/23	Peg Geringer	\$6,000.00 per year	Provide First Aid certification, along with Adult and Pediatric CPR and AED training for school bus drivers. Funding: General
Maintenance Ed Villarreal	07/01/20- 06/30/21	San Jose Window Shade Co.	\$14,000.00	Provide standardized window blinds district-wide in order to provide a proper method of adjusting the exterior ambient lighting within a classroom environment. Funding: Restricted
Special Education Anthony Colonna	08/01/20- 06/30/21	Cambium Learning Inc.	\$4,500.00	Contract Extension: CO 216003. Original contract amount \$33,750. New contract amount \$38,250. Additional professional training for TransMath 3 rd edition. Training will be a 10-24 day package. Funding: Restricted
State & Federal Sandra Garcia	08/14/20- 06/30/21	Cityspan	\$14,500.00	Cityspan supports ARUSD with management of attendance data for all ASES and extended day programs. Cityspan provides training and support on attendance reporting software. Funding: Restricted
State & Federal Sandra Garcia	08/14/20- 06/30/21	Language People Inc.	\$35,000.00	Provide additional interpretation and translation services in Spanish, Vietnamese and other languages on an “as needed” basis to support/increase parent involvement in ARUSD. Funding: General
State & Federal Sandra Garcia	08/14/20- 06/30/21	Little Heroes	\$25,000.00- \$28,000.00 NTE per site	Master Contract: Provide youth development programs at various elementary schools in ARUSD to support and enrich student learning. Funding: General/ Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

State & Federal Sandra Garcia	08/14/20- 06/30/21	Reading Partners	\$10,000.00 NTE per site	Master Contract: Vendor will provide one-on-one reading support utilizing structured curriculum-based material to qualifying students at Aptitud, Chavez & San Antonio. Funding: General/ Restricted
State & Federal Sandra Garcia	08/14/20- 06/30/21	Tutorworks Academic Sevices	\$20,000.00 NTE	Master Contract: Provide an on-site and/or virtual academic intervention tutoring program that are customized to address students' specific needs. Funding: General/ Restricted
Student Services Norma Flores	08/14/20- 06/30/24	1x2 Global LLC	\$30,825.31 for 4 years	Provide ARUSD a comprehensive Automated External Defibrillator (AED) management program. Agency will manage district online portal for ARF inspections, manage school staff inspectors/coordinators, respond to equipment and program issues via phone or website and conduct a once a year in-person inspection. Funding: General
Student Services Norma Flores	08/14/20- 06/30/23	Healthier Kids Foundation Santa Clara County	No Cost	Provide the following health services at no cost to ARUSD students grades TK-8 for the next 3 years: Vision, dental and hearing screenings/case management, oral health education, Medi-Cal enrollment and healthier lifestyle classes. Funding: N/A
Student Services Norma Flores	08/14/20- 06/30/21	International Association of Human Values (IAHV)	\$3,000.00 per cohort	Master Contract: Through the "Sky Schools" program, yoga will be offered to ARUSD schools to help decrease student stress and negative coping habits. Goal of the program is to create a stress and violent-free school environment. Fund: General/ Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Student Services Norma Flores	08/14/20- 06/30/21	Lozano Smith Attorneys at Law	\$5,000.00	Legal consultation and professional development regarding various school topics such as expulsion, section 504, bullying concerns, and COVID-19. Funding: General
Student Services Norma Flores	08/14/20- 06/30/21	School Innovations & Achievement - “Attention2Attendance” Software	\$62,300.00 NTE	Furnish a student attendance management software that provides attendance analysis reports as well as prepare and distribute school attendance letters to ARUSD families. Funding: General Fund
Student Services Norma Flores	08/14/20- 06/30/23	Second Harvest of Silicon Valley	No Cost	Promote Cal-Fresh assistance & food resources to ARUSD K-8 students and families. ARUSD schools will also be provided with physical food distribution. Funding: N/A
Student Services Norma Flores	08/14/20- 06/30/21	The City Peace Project	\$7,000.00 NTE per school	Master Contract: Provide mentorship for at-risk students grades 4-8 through weekly small groups to help them develop skills for healthy decisions, communicating and setting and tracking goals. Services will be available virtually for families as well as in person. Funding: N/A
Student Services Norma Flores	08/14/20- 06/30/21	YMCA of Silicon Valley-Project Cornerstone	\$10,000.00 flat rate	Project Cornerstone will support ARUSD’s efforts to provide a positive school climate by conducting workshops/engagement programs for staff, parents and students on various topics including bullying prevention at school sites wishing to participate. Services may be delivered virtually if necessary. Funding: General

**Alum Rock Union Elementary School District
August 13, 2020 Board Meeting**

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Technology Services	08/15/20-	Zoom Video	\$31,320.00	Provide 870 licenses for teacher and staff. Video meetings between teachers, students, and parents for Hybrid and Distance Learning, allows remote instruction during campus closures due to Covid-19.
Avtar Gill	08/14/21	Communications Inc.		Funding: Restricted



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Mathson Middle School (School/Dept.)

VENDOR NO. _____

PROGRAM MANAGER: Vince Iwasaki

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: NEWSELA

Address: 620 8th Avenue, 21st Floor City: New York State: NY Zip: 10018 Phone: _____

(_____) Email Address: holly.diestler@newsela.com

SSN: _____ or Fed I.D. #: 47-1882828

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 7/5/2020 end date 7/4/2021

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

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

Subscription for the NEWSELA application. This application provides content at multiple lexile levels, assessments to check student reading comprehension, and tracking of those results allowing teachers to make appropriate assignments to students. The application also provides an SEL curriculum. See Addendum 1 for Newsela Service definition.

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

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

 X b. Other: \$ 6,000/year (describe rate agreement) Annual subscription allowing use of this application for the student at Mathson Middle School (~230 students).

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
06	050	3182	5815	\$6000	CSI	

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.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Addendum 1

1. Newsela Services: Newsela provides content at differentiated consumption levels along with integrated assessments via www.newsela.com and the Newsela mobile application. Services include ongoing upgrading of the consumption level algorithm, communications with teachers and administrators in support of their use of the product, as well as the benefits of related research and development, improvements and supplements supporting the Newsela offerings, the Website and/or the App (collectively, the "Services")
2. The following additional terms and conditions shall be applicable to this Agreement to the extent they do not conflict with the terms set forth herein: Newsela Terms of Use and Newsela Privacy Policy, as attached hereto.



Customer Agreement

Newsela
620 8th Avenue, 21st Floor
New York, NY 10018
United States of America

Customer Agreement No. Q-28612
Newsela Sales Rep: Holly Diestler
Contact Email: holly.diestler@newsela.com
Offer Date: July 29, 2020
Expiration Date: July 4, 2020

To Vince Iwasaki
Mathson (Lee) Middle School
2050 Kammerer Ave
San Jose, CA
95116

Billing Information

Billing Frequency:
Payment Terms: Net 30
Billing Schedule: Upon receipt of P.O.

Qty	Products/Services	List Price
1	Newsela	\$6,000.00
		Contract Grand Total \$6,000.00

The subscription for the Products/Services will commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the "Execution Date") or (c) the invoice date within the "Billing Information" section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term will not extend Newsela's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.

Terms of Use: <https://newsela.com/pages/terms-of-use/>

Privacy Policy: <https://newsela.com/pages/privacy-policy/>

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

☒ **MOU** (negotiated Agreement)
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**
☒ Scope of Work/Proposal

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

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

Name of Individual/Company: Applied Survey Research

Address: 1871 The Alameda, Ste. 180 City: San Jose State: CA Zip: 95126

Phone: (408) 247-8319 Email: _____

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates August 14, 2020 end date June 30, 2025

CONTRACTOR'S OBLIGATION:

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

Applied Survey Research will work with the Alum Rock Union School District for the purpose of obtaining academic, attendance and program participation records of all district students in grades K-3, in an effort to measure the effectiveness of the Universal Access Pilot Initiative.

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 to the District

Describe other related costs: _____

BUDGET CODE: No Cost to the District

Accountant Initials

Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Bethany F. Riquelme / R.S. Date: 7/10/2020

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____



Memorandum of Understanding

Date: August 4, 2020

To: **Rene Sanchez**
Assistant Superintendent of Instructional Services
Alum Rock School District

From: **Lisa Colvig-Niclai**, V.P. of Evaluation Services of Applied Survey Research

Re: **Request to use school academic, attendance, and program participation data for evaluation of the Universal Access Pilot Initiative**

Applied Survey Research would like to enter into this Memorandum of Understanding with Alum Rock School District for the purpose of obtaining academic, attendance, and program participation records of all K-3rd grade students, in an effort to measure the effectiveness of the Universal Access Pilot Initiative.

Reason for this Request

The Universal Access Pilot Initiative aims to bring service providers together to align the various systems serving young children in the region. Partners in the initiative include First 5 Santa Clara, Alum Rock School District, early childhood education providers, family support providers, and healthcare providers. The initiative aims to connect children and families to needed services with the goal of improving educational outcomes for children in kindergarten and beyond, including 3rd grade reading proficiency.

In an effort to measure the effectiveness of the initiative in improving children's outcomes in early elementary school, First 5 Santa Clara is contracting with Applied Survey Research to conduct an evaluation. One piece of the evaluation is a school readiness assessment conducted at kindergarten entry, but to measure longer-term outcomes, the evaluators would like to gather **school district data on students' attendance, extracurricular program participation, and academic progress in grades K-3**. School district data will enable the evaluators to assess the impact these programs may have on children's outcomes once they enter school.

Authorization for Release of Student Data

The California Education Code makes provisions for organizations to access student data for educational purposes, without parent permission, pursuant to Section 49074 and 49076 (2)(e). These are the codes that are referred to by education research firms or institutions when accessing individual student demographic or achievement data. Specifically, the Code states that school districts may release information about pupils, without parental consent, to:

49076 (2)(e). Organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction, if the studies are conducted in a manner that will not permit the personal identification of students or their parents by persons other than representatives of the organizations and the information will be destroyed when no longer needed for the purpose for which it is obtained.¹

¹ https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=EDC§ionNum=49076.

49074. Nothing in this chapter shall preclude a school district from providing, in its discretion, statistical data from which no pupil may be identified, to any public agency or entity or private nonprofit college, university, or educational research and development organization when such actions would be in the best educational interests of pupils.²

Protection of Student Data

ASR acknowledges that information it may receive from the District is confidential information. ASR agrees to protect such information from unauthorized disclosure and comply with all applicable confidentiality laws which may include but is not limited to the Health Insurance Portability and Accountability Act (HIPAA), the California Education Code and the Family Education Rights and Privacy Act (FERPA) as set forth in this Agreement. ASR is responsible for complying with all District, Local, State and Federal confidentiality applicable laws and regulations. As such, ASR will use the following protocol to protect these data requested from you:

1. **ASR will ask you to password protect** the extracted data file before sending to ASR, so that only district staff and ASR staff can see the contents of the file.
2. **At no time will ASR share or display any individual student data**, nor data at a level that could identify a student (for instance, data on “Indonesian” students when it is known there are only two in your district). Further, since 2004, ASR has held a certificate of Federal wide Assurance (FWA) through the Office of Human Research Protections, which means our firm adheres to the highest standards when involving human beings in our research efforts. The FWA ensures that we may not and will not reveal individual data to anyone – even if only for an identifier. If we did so, we would be subject to the appropriate legal penalties and our FWA could be revoked. For your reference, ASR’s FWA number is: FWA00003319.

ASR shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the District, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

Independent Contractors

ASR and its agents and employees, in the performance of this MOU, are acting in an independent capacity and not as officers, employees or agents of the District.

² http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=EDC§ionNum=49074.

Term and Termination

The term of this MOU shall be from June 16, 2020 to June 30, 2025.

The Parties agree that any amendment to the language of this Agreement must be in writing and signed by both parties.

This Agreement may be terminated by either party or their respective designees upon thirty (30) days written notice to the other party.

Upon ninety (90) days written notice from the District, ASR shall delete all confidential and/or sensitive information promptly so that it is no longer accessible for analysis and exists only on a temporary back-up server that is encrypted.

Data Elements Requested

The following data elements are requested for *all* students, K-3rd grade:

1. Attendance
 - a. Number of excused absences
 - b. Number of unexcused absences
2. ESGI assessment scores
3. Illuminate assessment scores
4. CAASPP ELA and math scores
 - a. Date/quarter of administration
 - b. Scores and whether student met proficiency standards, by domain
5. Leveled screeners
 - a. Date/quarter of administration
 - b. Scores and whether student reading at grade level
6. Summer Bridge
 - a. School attended
 - b. Number of days attended
7. After school programs
 - a. Program provider
 - b. Number of days attended
8. Extended summer learning programs
 - a. Program provider
 - b. Number of days attended
9. Preschool attendance
10. Demographic information
 - a. Student ID number
 - b. Initials (first, middle if any, all last; e.g., Marie Elena Garcia Cortez = MEGC, Michael John O'Finnigan = MJO)
 - c. Date of birth
 - d. Grade
 - e. Sex
 - f. Race/ethnicity
 - g. English learner/proficiency status (EL, FEP, Non EL)
 - h. Free/Reduced Lunch status (F, R, non)
 - i. IEP/Special needs status (Yes/ No)

ASR requests these data for all K-3rd grade students for the following academic years:

- 2020-2021

- 2021-2022
- 2022-2023
- 2023-2024
- 2024-2025

Data Transfer

Once Alum Rock School District and ASR have entered into this Memorandum of Understanding, ASR will contact the district staff person in charge of the relevant data to organize the details of the project. Please write in the name of the person ASR should contact:

Name: _Brittany Rykels_____

Phone: _408-928-6565_____

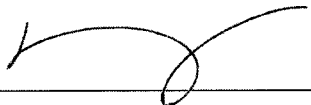
Email: __brittany.rykels@arUSD.org_____

The District will then send ASR a password-protected data file containing the data.

Signatures

The signatures below indicate that Alum Rock School District and ASR have entered into the foregoing Memorandum of Understanding.

Rene Sanchez, Assistant Superintendent
Alum Rock School District



Lisa Colvig-Niclai, V.P of Evaluation
Applied Survey Research



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. _____

Submitted by: Brittany Rykels

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: BookNook

Address: 548 Market Street, SMB 98100 City: San Francisco State: CA Zip: 94104

Phone: (920) 606-3730 Email Address: hannah@booknooklearning.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021

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

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

Purchase software licenses to provide K-5 students at all sites district-wide with a rigorous distance-learning and in-person solution for live reading interventions. This contract includes professional development for teachers and administrators.

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

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

☒ b. **Other:** \$ 44,625.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
060	3010	0	5815	00	1110	1000	000000	360	1190	\$9000.00	AK 7/17/2020
060	3010	0	5846	00	1110	1000	000000	360	1190	\$35,625.00	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



Quote Information

Company Address 638 3rd Street
Oakland, CA 94607
US

Created Date 8/3/2020
Expiration Date 9/30/2020
Quote Number 00000767

Prepared By Hannah Imoru
Phone 920-606-3730
Email hannah@booknooklearning.com

Contact Name Barbara Campbell
Phone 408-928-7296 EXT 7290
Email barbara.campbell@arUSD.org

Bill To Name Alum Rock Unified School District
Bill To 2930 Gay Ave
San Jose, CA 95127
United States

Line Items **Licenses**

Product	Sales Price	Quantity	Total Price
Discount: Multi-Site	(\$11,250.00)	1.00	(\$11,250.00)
Equity Based Pricing Discount	(\$19,125.00)	1.00	(\$19,125.00)
School: More than 500 Students	\$6,000.00	11.00	\$66,000.00
Training: Basic	\$1,000.00	9.00	\$9,000.00
Total Price			\$44,625.00

Acceptance of Quote/Agreement to Payment

This quote is governed by the terms and conditions of the BookNook Services Agreement found at <https://www.booknooklearning.com/online-agreement> (the "Online Agreement"), and by signing this quote, Customer agrees to the terms and conditions set forth in the Online Agreement and such terms are deemed to be incorporated by reference herein. Notwithstanding the foregoing, if Customer has executed a written contract with BookNook with respect to the BookNook Solution and related services (if any), that written contract, and not the Online Agreement, will govern. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Online Agreement or Written Contract, as applicable.

The Fees set forth above will be invoiced promptly following execution of this quote and are payable in accordance with the Written Contract or Section 3 of the Online Agreement, as applicable.

By signing below, the signer represents and warrants that he/she has the authority to bind his/her respective company on whose behalf this quote is being signed, effective as of the date set forth below.

Brittany Rykels
Name (Printed)

Alum Rock School District
Organization

Brittany Rykels
Signature
9.3.2020
Date



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: 23117

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

☒ **MOU** (negotiated Agreement)
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**
☐ Scope of Work/Proposal

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

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

Name of Individual/Company: Digital Promise

Address: 1001 Connecticut Avenue NW #925 City: Washington State: DC Zip: 20036

Phone: (703) 919-1894 Email: digitalpromis.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates August 14, 2020 end date June 30, 2021

CONTRACTOR'S OBLIGATION:

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

Hubbard Middle School will receive IPADS for all staff and students. Included with this is wireless access for all students and professional development for teachers. A \$25,000.00 stipend will be provided per year to help support instructional technology coaching.

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 to the District

Describe other related costs: _____

BUDGET CODE: _____

Accountant Initials _____

Accountant Initials _____

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: [Signature] Date: 7/29/2020

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

Digital Promise Global – Alum Rock Union Elementary School District
Memorandum of Understanding

Memorandum of Understanding

Between

Digital Promise Global

And

Alum Rock Union Elementary School District

Digital Promise Global – Alum Rock Union Elementary School District

Memorandum of Understanding

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Digital Promise Global (“Digital Promise”) and Alum Rock Union Elementary School District to create innovative learning environments and document the Project so others can learn from the experiences of Hubbard Media Arts Academy (“the Project”).

Background

The Project is part of a grant given to Digital Promise by the Verizon Corporate Resource Group LLC (“VCRG”) and Cellco Partnership d/b/a Verizon Wireless (“VZW”), both having their principal office at One Verizon Way, Basking Ridge, New Jersey 07920. Digital Promise, with support from VCRG and VZW, is partnering with a number of U.S. middle schools to create innovative learning environments and document the process so others can learn from the experiences of these schools.

Purpose

This MOU provides an outline of how Digital Promise and Alum Rock Union Elementary School District will work together to create innovative learning environments and document the Project.

Digital Promise will provide:

- A device for each 6th, 7th, and 8th grade student and each teacher for one school year. Each device will be equipped with a monthly data plan of at least 10 GB for access to education resources on the Internet when the user is away from school. Increases in student enrollment will be supported by additional devices.
- A device protection plan that the District will manage to cover repairs of accidental damage and device during the Project.
- \$25,000 per school per year to help support instructional technology coaching for a full-time coach or stipends for team of Teacher Leaders in each school
- Ongoing Project planning and implementation best practices and support for IT and professional learning
- Professional learning for Project Coaches and support in, implementing, tracking and professional learning systems for educators at each school
- A dedicated website with resources to support professional learning and design of classroom activities

Alum Rock Union Elementary School District will provide Points of Contact who will serve the following roles, and who will participate in regular meetings with Digital Promise and Verizon Corporate Resource Group LLC, including:

The District Lead is a District-level employee who will be the primary point of contact (POC) for District communication and overall Project management with Digital Promise and Verizon. This person should be able to lead the creation and implementation of strategic plans regarding District readiness and rollout, have a high-level understanding of the operations, policies, and key people in the District, and should be able to navigate and communicate through these channels with ease. Key responsibilities:

Digital Promise Global – Alum Rock Union Elementary School District

Memorandum of Understanding

- Participate in facilitated, online and in-person Leadership Planning
- Collaborate with Digital Promise staff and District leadership to develop strategic plans; navigate through District and school channels to execute these plans.
- Work closely with District and school leadership to develop policies and strategies for communication with parents, digital citizenship, etc.
- Work closely with District IT department to ensure that technology requirements have been met, including: inventory processes, mobile device management, off-campus data filtering, a robust wireless infrastructure, and appropriate break-fix protocols and device protection processes to support the use of devices by teachers and students in school and away from school.
- Work closely with school and technology leadership teams to ensure that the school has adequate IT support so that the coach stays focused on curriculum and learning support.
- Serve as the primary point of contact for organizing the rollout (distribution) of devices to teachers and students at each school.
- Serve as Point of Contact for escalation related to Research or IT should other POCs not be available or responsive.

The Principal Lead is a school-based administrator (preferably principal or assistant principal) who will be a primary point of contact for school communication with Digital Promise and Verizon Corporate Resource Group LLC. This person should work closely with the District Lead, IT Lead and Instructional Coach to align District and school goals with professional learning and ensure systems are in place for teachers to participate in professional learning and for teachers and students to effectively leverage technology. Key responsibilities:

- Participate in facilitated, online and in-person C7 Leadership Planning (“the Principal Pathway”)
- Communicate how the Verizon Innovative Learning initiative aligns with and supports school goals
- Identify and support a full-time, school-based Instructional Coach and/or a team of Teacher Leaders
- Clarify and support expectations for Coach and/or Teacher Leaders
- Ensure all faculty can and does participate in formal professional learning provided by the district that supports the initiative
- Establish processes for Coach and Teachers to work with and learn from one another
- Establish process for student tech teams to be formed and take on leadership roles within school
- Communicate with parents and community about school’s role within District Verizon Innovative Learning initiative
- Work with District leadership and IT to ensure devices are managed effectively and repaired or replaced promptly. Communicate process to families
- Create a resource procurement process for teachers

A full-time Instructional Technology Coach, District Coach Lead, or a team of Teacher Leaders assigned to each VILS School and assigned specifically to the outcomes of this Project. The instructional technology coach or Teacher Leaders must focus on providing teachers with the pedagogical support to effectively leverage technology in the classroom. This position requires a student-centered learning philosophy, creative problem-solving abilities, interpersonal and communication skills, and eagerness to take a leadership role. Key responsibilities:

- The full time Instructional Technology Coach, team of Teacher Leaders, and a District Coach Lead will participate in facilitated C7 Leadership Planning (“the Coach Pathway Book Study”)
- Collaborate with Digital Promise staff and school leadership to develop and execute strategic plans
- Facilitate teacher and student leadership teams

Digital Promise Global – Alum Rock Union Elementary School District

Memorandum of Understanding

- Participate in, in-person and virtual learning to build capacity to be an effective coach, including monthly initiative-specific online Coach meetings
- Promote a strong learning culture among all Project participants
- Lead and support all members of the 6th, 7th and 8th grade faculty in the integration of effective uses of digital technology through a consistent pattern of strategic outreach and informal support through direct coaching, modeling and co-teaching
- Collaboratively develop engaging lessons with faculty and provide support through classroom observations, modeling and co-teaching
- Nurture and grow student opportunities for leadership in technology and STEM
- Document innovative learning strategies for ongoing assessment and publication purposes
- *NOTE: The person in this role should be focused on supporting teaching and learning, not on supporting IT or technical issues. The performance and impact of the coach will be monitored by Digital Promise and shared. Funding is only provided by Digital Promise to help support this role. Other POCs are not funded by Digital Promise nor the Verizon Innovative Learning initiative.*

A School Technology Single Point of Contact (SPOC) is a school-level employee who will be the primary point of contact for technology and device management at the school level with Digital Promise and Verizon Corporate Resource Group LLC. This person should work closely with the District IT Lead to manage device incidents through resolution and implement timely and effective systems for technology use in schools. Key responsibilities:

- Document, track, and escalate device issues.
- Oversee allocation of spare/buffer devices.
- Work with the District IT Lead to create support structures to ensure timely and effective support for device or technology incidents.
- Communicate support structures and all IT processes clearly to staff.
- Manage the student tech team or work closely with the teacher or staff member who manages the tech team to assist with technical issues.
- Capture and analyze incident trends and sharing these findings with school/District leadership, Digital Promise, and Verizon Corporate Resource Group LLC.
- Collaborate with Digital Promise staff and District/school leadership to develop a resource procurement process for teachers.
- Work with District leadership and IT to ensure devices are managed effectively and repaired or replaced promptly
- Participate monthly initiative-specific IT call and annual conferences

The IT Lead is a District-level employee who will be the primary point of contact for technology and device management with Digital Promise and Verizon Corporate Resource Group LLC. This person should be able to set up, filter, and manage all devices and infrastructure in the program, while working closely with the Technology Single Point of Contact (SPOC) at each school to resolve incidents and create support structures at the school level. Key responsibilities:

- Ensure the existence and maintenance of a robust wireless infrastructure in all school buildings, with a bandwidth of at least 1Mbps per student.
- Create and track inventory of all devices, including implementing a system for asset tags.
- Utilize a Mobile Device Management (MDM) solution and manage all devices through the MDM.
- Implement a filtering solution that will ensure all web content is filtered on all WiFi networks in school and at home, as well as the Verizon Wireless mobile network.
- Create support structures for schools to ensure timely and effective support for device or technology incidents.
- Work with District/school leadership to communicate support structures and all IT processes clearly to all staff.

Digital Promise Global – Alum Rock Union Elementary School District

Memorandum of Understanding

- Track and analyze device incidents and report them twice per year to Digital Promise and Verizon Corporate Resource Group LLC.
- Collaborate with Digital Promise staff and District/school leadership to develop a resource procurement process for teachers.
- Work with District leadership and IT to ensure devices are managed effectively and repaired or replaced promptly.
- Participate in monthly initiative-specific IT calls and annual conferences.

If there are changes to these roles, the district is responsible for notifying Digital Promise in writing via email to vils@digitalpromise.org within one week of the change. The district is responsible for orienting the new employee in their role within the VILS program. This person also must meet with their Associate Director of Professional Learning and Technical Project Director within 4 weeks of assuming their new role for an onboarding session.

Research

Alum Rock schools participating in the Verizon Innovative Learning program will participate in the research program. The data collected will help Verizon Corporate Resource Group LLC and the participating districts understand the benefits of the Verizon Innovative Learning Schools initiative and enhance the design and implementation of the program. Requirements for the research program will be agreed upon in a separate MOU between Westat and the district.

Each school will receive \$2500 at the end of the spring (end of school year) research cycle to offset time requirements. To receive funds, schools must ensure an 80% return rate where active consent is used, and all schools must achieve an 80% response rate on teacher and student surveys.

All districts will be responsible for appointing a **District level research point of contact (RPOC)** for the provisioning of administrative data.

Districts must also appoint a liaison at each school that will assist with specific evaluation activities (i.e., obtaining teacher and student rosters, obtaining parental consents, administering teacher and student surveys, scheduling interviews). The RPOC will be responsible for supporting all data collection activities and for keeping Westat informed of any critical changes at schools—changes in principals, coaches, introduction of new academic programs introduced, etc. The RPOC should be an individual who is well-versed in how research is conducted within their District and within the participating schools. This includes understanding what review processes need to be undertaken, e.g. IRB reviews, and what forms of consent need to be administered to research participants. The RPOC should have the bandwidth to complete all activities and address all concerns in a timely manner. If this individual does not have this authority, then a process should be put in place where RPOC is able to escalate concerns within the schools and Districts, as needed.

Key responsibilities:

- Work with Westat to coordinate data requests and facilitate activities at the school level as relevant
- Provide Westat with teacher lists that include school, name, email address, subject(s) taught, and grade level(s) taught in a timely manner.
- Provide Westat with student lists that include school, student name or the ID number, homeroom teacher and student grade level in a timely manner.

Digital Promise Global – Alum Rock Union Elementary School District

Memorandum of Understanding

- Work with Westat and school liaisons to schedule survey administration in fall 2020 and spring 2021.
- Follow up with the school-based liaisons in cases where students and teachers do not respond promptly to the surveys to ensure response rates of at least 80% at each school within a two-week survey administration window.
- Work with Westat to obtain District IRB clearance for data collection (if this is required), identify type of parental consent that is needed for the data collection, and obtain parental consent.
- Work with the school-based liaisons to schedule all telephone interviews and site visit activities—spring 2021.
- Work with District-level data specialists to provide Westat with the administrative data in a timely manner.

Key Responsibilities

Alum Rock Union Elementary School District also agrees to fulfill the following:

- Agreement that 6th, 7th and 8th grade students will take devices home daily, for educational use, including use over the summer for targeted populations.
- A robust wireless infrastructure (1Mbps per student) and 100% wireless connectivity throughout each school (including an access point in every classroom and multiple in larger learning areas).
- All infrastructure, wireless network, or bandwidth upgrade Projects communicated by the District during the application process must be completed 14 days before the start of the 2020-2021 school year.
- Mobile device management, filtering and technical support for the deployment of all Project devices, including asset tags to assist in tracking and identifying devices without revealing any personally identifiable student information to Digital Promise or any of the Verizon entities. (District may incur costs associated with this.) District is responsible for ensuring that lost / stolen devices are immediately reported, and through MDM, immediately disabled. District is responsible for replacing all lost / stolen devices without requiring families take on burden of full replacement cost.
- District shall perform basic device troubleshooting for devices. If the device is in need of repair, the district shall submit helpdesk tickets, package devices and assure for shipment to Project device protection plan provider, and track necessary repair records. District shall update inventory for devices provided to replace non-repairable devices, and notify Digital Promise for data plan transfers.
- For lost or stolen devices, District shall be responsible for providing replacement devices with the same connectivity capabilities as those lost or stolen (e.g., LTE connectivity in the case of lost or stolen LTE devices). District shall ensure that replacement devices are properly deployed, and notify Digital Promise for data plan transfers.
- Implementation of an overall strategy that includes appropriate school and District policies and practices associated with Mobile Device Management, Internet filtering, student privacy and data security and the development of digital responsibility among all Project device users. Filtering should strictly adhere to all requirements set forth by legal policies such as COPPA, CIPA, and FERPA.
- An End User Agreement signed by all District employees and a parent/guardian of all students upon receipt of a Project device. Digital Promise will provide the forms, found in Exhibits B and C of this document. The District will collect and store agreements in paper or digital format for as long as the user is in the Project, and schools shall retrieve these agreements upon request by Digital Promise.

Digital Promise Global – Alum Rock Union Elementary School District

Memorandum of Understanding

- District Teacher and Student Acceptable Use Policies updated to reflect 1:1, 24/7 use of devices for learning.
- An IT Support Plan that outlines handling IT issues both at school and District levels, including away-from-school issues.
- The creation of Student Tech Teams to serve as valued collaborators, first-line problem solvers, and teacher technical supports.
- Support for the expectation that teachers and students will engage in using devices for learning on a frequent and consistent basis.
- Assistance to Digital Promise in documenting the planning and implementation process throughout the Project, as well as collecting and disseminating best practices that come out of the Project.
- The execution of a customized professional development plan for coaches and teachers, co-developed with Digital Promise, that will leverage technology to achieve the District and School learning goals, while incorporating the program goals below:
 - Increased student interest in STEM subjects and careers
 - Increased teacher and student proficiency with technology
 - Increased student engagement and confidence
 - Increased student academic performance
 - Increased student problem-solving skills
 - Increased student communication and collaboration skills
- Optional participation in STEM-related events each year during which schools will get access to Verizon's resources such as:
 - Industry Professionals
 - Products
 - Places
- All educators at each school will be expected to participate in district-led professional development supported by school-based coaches and/or Teacher Leaders.
- Educators will also be expected to participate in:
 - Coach or teacher-led weekly in-class, one-on-one, and small group coaching
 - Self-directed professional learning
 - two-times per year surveying around technology usage
- The VILS Coach or Teacher Leaders will be introduced to the VILS provided Technology Integration Matrix and will have the option to conduct non-evaluative classroom walkthroughs (TIM Walks) to measure the extent to which technology is enhancing the role of teachers, students, and the classroom environment.
 - VILS Coach can use TIM Walk data to drive the design of responsive support for teachers during coaching sessions
 - VILS Coach can coordinate with school leadership team to use aggregate TIM Walk data to guide school-wide professional development for teachers

District agrees to participate in marketing and publicity efforts as directed by the Verizon Corporate Resource Group LLC and Digital Promise. (Branding, press releases, inviting press and local officials to Project-related events). District agrees to display signage provided by the Verizon Corporate Resource Group LLC and Digital Promise.

District agrees to include the 6th, 7th, and 8th grade students and educators at the school and fully participate in the research program set forth by the third party evaluator (Westat) selected for this Project

Digital Promise Global – Alum Rock Union Elementary School District
Memorandum of Understanding

by the Verizon Corporate Resource Group LLC.

Compliance with Applicable Laws

The District will comply with all applicable laws, including Federal, state, District, and local laws, regulations, and policies governing student privacy.

Terms

VCRG and VZW have reserved the right to terminate the grant to Digital Promise for any reason, end all services connected to the grant, and require the return of all devices distributed through the grant. Therefore, Digital Promise reserves the right to terminate this agreement for any reason, end all services connected to the agreement, and require that all devices distributed through the agreement be returned to Digital Promise.

The District will manage the distribution of devices in such a way that Digital Promise may inform the District of any misuse of the devices identified by the Verizon Corporate Resource Group LLC without Digital Promise having access to personally identifiable information. In the event of any misuse of devices, the District will take such actions as Digital Promise may require to cure any such misuse.

The District will assist Digital Promise and the Verizon Corporate Resource Group LLC in securing media releases. Parents of students or students who are 18 or older may opt out of image use, thereby refusing the release of photographs and video/audio recordings made during school hours, school events, and other similar activities. If students or parents of students have opted out then these students' likenesses and voices may not be used in any photographic or audio storytelling done as part of the Digital Promise grant Project and the District will help manage this process.

Exhibit D – Device and Service Program Guidelines provides a description of guidelines for the program.

At the end of the one-year project, the Verizon Corporate Resource Group LLC will discontinue wireless service to the devices.

Funding

The device devices will ship to the address provided by the school District in two shipments, one to provide devices to teachers, and a second to provide devices to students.

Digital Promise will provide \$25,000 funding to support the coaching position for each participating school within forty-five days of receiving the fully executed MOU. Funding will be made to the school District for appropriate distribution. Digital Promise may, at its discretion, provide funding to Districts to support travel for coaches and teachers to convene at Project events. Digital Promise will provide travel and expenses for any required convenings for coaches or other District staff or school faculty. Substitutes will not be covered unless agreed to by Digital Promise in advance.

Digital Promise Global – Alum Rock Union Elementary School District

Memorandum of Understanding

Digital Promise will provide a device protection plan for device repair. Device protection plan coverage will end on June 30, 2021, unless an extension is mutually agreed upon.

If it is determined during onboarding that Digital Promise shall provide financial support for device management system, filtering system, or deployment services, such funding will be provided under separate agreement.

Escalation and Extension

Should the District or School not fulfil the expectations of the Project, an escalation process will be followed.

- District or School will be informed of issue. District will be notified of any School-specific issues.
- District or School will have 30 days to resolve issue and communicate resolution to Digital Promise.
- Any issues not resolved within 30 days may result in termination of data services, funding, and/or professional learning support.

Examples of issues that may result in reporting and escalation include but are not limited to the following:

- Non-adherence to research requirements (e.g., less than 80% of teachers or students completing surveys within time allocated)
- More than 10% of students identified as Day Users (i.e., not taking devices home)
- Instructional Technology Coach, Coach point of contact, or Teacher Leader Teams not dedicated to and available to fulfill requirements of Coach role
- Devices not repaired or replaced in a timely manner
- Not providing adequate time for teachers to engage in professional learning

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from Digital Promise and Alum Rock Union Elementary School District. This MOU shall become effective upon signature by the authorized officials from Digital Promise and Alum Rock Union Elementary School District and will remain in effect until modified by mutual consent or terminated by any one of the partners. In the absence of mutual agreement by the authorized officials from Digital Promise and Alum Rock Union Elementary School District this MOU shall end on July 30, 2021.

Program length is one year.

Non-compliance with this MOU may result in termination of data services, funding, and/or professional learning support.

Exhibits

Digital Promise Global – Alum Rock Union Elementary School District

Memorandum of Understanding

Contact Information

Digital Promise Global
Kathryn Petrillo-Smith
Chief Operating Officer
1001 Connecticut Avenue, NW, Suite 935
Washington, DC 20036
703-861-1556
operations@digitalpromise.org

Alum Rock Union Elementary School District
Dr. Hilaria Bauer
Superintendent
2930 Gay Avenue San Jose, CA 95127
408-928-6822
hilaria.bauer@arusd.org
77-0016360

Signature: _____ Date: _____

Kathryn Petrillo-Smith
Digital Promise
Chief Operating Officer

Signature: _____ Date: _____

Dr. Hilaria Bauer
Alum Rock Union Elementary School District
Superintendent



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 21602

Submitted by: Barbara Campbell

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: E.L. Achieve, Inc.

Address: 2450 La Mirada Dr. City: Vista State: CA Zip: 92081

Phone: (760) 290-3461 Email Address: libby@elachieve.org

SSN: _____ or Fed I.D. #: 26-1824848

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021

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

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

E.L. Achieve, Inc. will provide Constructing Meaning 5-day institute virtually or in person for 50 elementary teachers district wide and 1 leadership strand for all site administrators. Professional development dates to be determined.

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

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

☒ b. **Other:** \$ 42,720.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FTCN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
060	4203	0	5815	00	4760	1000	000000	305	1521	\$42,720.00	<i>JK</i>
											<i>7/13/2020</i>

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Agreement

Contact	Libby Flores	Email	libby@elachieve.org
Phone	760-290-3461	Fax	(831) 536.1616
Agency	Alum Rock Union School District		
Address	2930 Gay Ave.		
City, State, Zip	San Jose	CA	95127
Email	rene.sanchez@arusd.org		
Agency Contact	Rene Sanchez	Phone	408.928.6800

Services provided

Elementary Constructing Meaning Institute - Teacher Strand (in-person or virtual): A team of two E.L. Achieve presenters will conduct a comprehensive five-day institute with up to 50 teachers incorporating reading, discussion, and collaborative practice to apply newly learned skills. The institute includes time for facilitated planning to deepen teachers' understanding of state standards through E.L. Achieve's instructional approach.

Instructional Leader Strand (in-person or virtual): An E.L. Achieve presenter will conduct a series of three days of professional learning with up to 20 district administrators, principals, and coaches to deepen their understanding of Constructing Meaning and hone observation and facilitation skills using the Refining Our Practice rubrics.

Spring Symposium (virtual): The E.L. Achieve's Symposium is a two-day events for district teams – central office administrators, site principals, district and site coaches, and teacher leaders – to build a stronger community and more robust systems to serve English learners well. Team members select from a range of sessions to deepen their practice in Constructing Meaning and heighten their ability to lead effective implementation at the classroom, site, and district levels.

See attached Service Fees for related costs

Dates TBD

- Symposium attendance - Spring 2021

Site Arrangements

For participants: round tables, each to accommodate 4-6.
For presenter: table for projector and another table for supplies/materials.

Materials/supplies:

Use E.L. Achieve Partner District Order Form to purchase:

- Leadership Overview Guide - ACHV160
- Elementary Constructing Meaning Handbooks - CM135 (one per participant)
- E.L. Achieve Primary K-2 Support Kit - ACHV310 AND/OR
- E.L. Achieve Elementary 3-6 Support Kit - ACHV320

Services fee: \$42,720.00 +/-

Signature below represents agreement to the above stated provisions:

E.L. Achieve Representative

Libby Flores 07.13.2020

Printed Name

Title: Chief Operating Officer

EIN: 26-1824848

Sponsoring Organization Representative

Hilaria Bauer, Ph.D.

Printed Name

Title: Superintendent

Date:



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Academic Services (School/Dept.)

VENDOR NO. 21602

Submitted by: Barbara Campbell

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: E.L. Achieve, Inc.

Address: 2450 La Mirada Dr. City: Vista State: CA Zip: 92081

Phone: (760) 290-3461 Email Address: libby@elachieve.org

SSN: _____ or Fed I.D. #: 26-1824848

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021

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

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

E.L. Achieve, Inc. will provide Constructing Meaning 5-day institute virtually or in person for 20 middle school teachers district wide and 1 leadership strand for all site administrators. Includes annual partnership renewal. Professional development dates to be determined.

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

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

 X b. **Other:** \$ 32,485.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	000000	305	5100	\$32,485.00	<u>RL</u>
											<u>2/13/2</u>

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Agreement

Contact	Libby Flores	Email	libby@elachieve.org
Phone	760-290-3461	Fax	(831) 536.1616
Agency	Alum Rock Union School District		
Address	2930 Gay Ave.		
City, State, Zip	San Jose	CA	95127
Email	rene.sanchez@arusd.org		
Agency Contact	Rene Sanchez	Phone	408.928.6800

Services provided

Secondary Constructing Meaning Institute - Teacher Strand (in-person or virtual):

An E.L. Achieve presenter will conduct a comprehensive five-day institute with up to 20 teachers incorporating reading, discussion, and collaborative practice to apply newly learned skills. The institute includes time for facilitated planning to deepen teachers' understanding of state standards through E.L. Achieve's instructional approach.

Instructional Leader Strand (in-person or virtual): An E.L. Achieve presenter will conduct a series of three days of professional learning with up to 20 district administrators, principals, and coaches to deepen their understanding of Constructing Meaning and hone observation and facilitation skills using the Refining Our Practice rubrics.

Spring Symposium (virtual): The E.L. Achieve's Symposium is a two-day events for district teams – central office administrators, site principals, district and site coaches, and teacher leaders – to build a stronger community and more robust systems to serve English learners well. Team members select from a range of sessions to deepen their practice in Constructing Meaning and heighten their ability to lead effective implementation at the classroom, site, and district levels.

See attached Service Fees for related costs

Dates TBD

- Symposium attendance - Spring 2021

Site Arrangements

For participants: round tables, each to accommodate 4-6.

For presenter: table for projector and another table for supplies/materials.

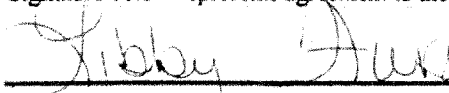
Use E.L. Achieve Partner District Order Form to purchase:

- Leadership Overview Guide - ACHV160
- Secondary CM Handbooks - CM150
- SecCM Content Modules - varies
- Secondary CM Support Kit - CM300
- Secondary CM Language Arts Units (optional)

Materials/supplies:

Services fee: \$32,485.00

Signature below represents agreement to the above stated provisions:


E.L. Achieve Representative

Libby Flores

Printed Name

Title:

EIN:

Chief Operating Officer

26-1824848

Sponsoring Organization Representative

Hilaria Bauer, Ph.D.

Printed Name

Title:

Date:

Superintendent



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 20941

Submitted by: Barbara Campbell

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: Imagine Learning, Inc.

Address: 382 W. Park Circle, Ste. 100 City: Provo State: UT Zip: 84604

Phone: (650) 769-0984 Email Address: tricia.fox@imaginelearning.com

SSN: _____ or Fed I.D. #: 01-0814204

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

Purchase Imagine Learning language and literacy annual student licenses for use with newcomers and EL level 1 students in all elementary schools. One 60-minute custom webinar professional development for up to 200 attendees.

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

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

X b. **Other:** \$ 30,500.00 (describe rate agreement) _____

5. BUDGET CODE:

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
060	4203	0	5846	00	4760	1000	000000	305	1521	\$30,000.00	<i>JK 7/13/2020</i>
060	4203	0	5815	00	4760	1000	000000	305	1521	\$500.00	<i>JK 7/13/2020</i>

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

**Exhibit A****Bill To**

Attn: Accounts Payable
Alum Rock Union Elementary School District
2930 Gay Ave.
San Jose CA 95127-2398

Ship To

Alum Rock Union Elementary School District
2930 Gay Ave.
San Jose CA 95127-3298

160246
Date 7/7/2020
Valid Until 10/5/2020
Partnership Manager Tricia Fox

This proposal is provided as a courtesy to you, our customer. Please direct any questions to your Area Partnership Manager, at 951-410-5806 or tricia.fox@imaginelearning.com.

Quantity	Item	Unit Price	Amount
200	Imagine Language & Literacy Annual Student License	\$150.00	\$30,000.00
200	Imagine Language & Literacy Annual Student License	\$150.00	\$30,000.00
	200 Language & Literacy licenses included for free this 2020 - 2021 School Year		
	Discount		(\$30,000.00)
1	60-minute custom professional learning live webinar (up to 200 attendees)	\$500.00	\$500.00

Include the quote number (#160246) and Accounts Payable email on all Purchase Orders.
Please fax, email or mail to:

Fax: (866) 507-9270
Email: PO@imaginelearning.com
Mail: Imagine Learning, Inc.
382 W. Park Circle, Ste 100
Provo, UT 84604

Subtotal \$30,500.00
Tax Total \$0.00
Total \$30,500.00

Thank you for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced.
For information about Imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email:
privacy@imaginelearning.com.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Academic Services (School/Dept.)

VENDOR NO. 22946

Submitted by: Jason Sorich

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: Imagination Station DBA: Istation

Address: 8150 N. Central Expwy, Suite 2000 City: Dallas State: TX Zip: 75206

Phone: (866) 883-7323 Email Address: zhonadel@istation.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

Purchase student Spanish licenses for Assessment and Instruction for Pre-K thru 5th grade students at
Adelante I and Adelante II Academies for the 2020-2021 school year. Teachers will also be given the
opportunity to work with an Istation coach thru Premium Virtual Learning Services which are also included.

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

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

 X b. **Other:** \$12,025.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
010	1100	0	5846	00	1110	1000	000000	395	1100	\$12,025.00	<i>[Signature]</i>

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

SCOPE OF WORK



Every Student Deserves to Feel Powerful!
Discover hidden strengths with dynamic intervention and instruction.

Quote Q-10942-2

Prepared For:

Alum Rock Union Elementary School District
2930 Gay Ave
San Jose, CA
95127-2398

Your Istation Partner:

Zachary Honadel
zhonadel@istation.com
+1 7152710590



BBB Rating: A+



8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: orders@istation.com

Quote: Q-10942-2
Prepared For: Alum Rock Union Elementary School
District
Expires On: 8/31/2020

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

Istation Reading en Español

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
1	Istation Reading en Español	9/1/2020	12	8/31/2021	Adelante Li Dual Lrng Academy	\$2,680.00
1	Istation Reading en Español	9/1/2020	12	8/31/2021	Adelante Dual Language Academy	\$7,545.00
Istation Reading en Español TOTAL:						\$10,225.00

Premium Virtual Learning Services

8 months of Virtual Learning including on-boarding, 2 data consultations, and additional assistance as needed by a designated Implementation Specialist for new or continued Istation supporters. Must be used in current subscription term.

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
1	Premium Virtual Learning Services	9/1/2020	12	8/31/2021		\$1,800.00
Premium Virtual Learning Services TOTAL:						\$1,800.00

TAX (if applicable):					
CUSTOMER TOTAL: \$12,025.00					



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Academic Services (School/Dept.)

VENDOR NO. _____

Submitted by: Barbara Campbell

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: Listen Innovation Inc.

Address: 132 Eliot Street City: Chestnut Hill State: MA Zip: 02467

Phone: (617) 894-1964 Email Address: Karen@listenwise.com

SSN: _____ or Fed I.D. #: 46-1664333

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

Purchase Listenwise licenses to support English Learners, Reclassified students and newcomers in listening skills, vocabulary, comprehension and speaking skills in all subject areas. Provide one 45-minute PD virtually or hybrid for up to 15 participants. Premium access to all 6-8 graders in MS and 2-8 graders in K-8 schools.

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

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

☒ b. **Other:** \$ 19,800.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
010	0000	0	5846	00	1110	1000	000000	305	5120	\$19,550.00	<u>TC</u> 7/13/20
010	0000	0	5815	00	1110	1000	000000	305	5120	\$250.00	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



Listen Innovation Inc.
132 Eliot Street
Chestnut Hill, MA 02467
<http://www.listenwise.com>
617-894-1964

7/6/2020
Adam Buchbinder
adam@listenwise.com

Listenwise Premium Quote Alum Rock Union Elementary District

This quote provides Listenwise Premium access for students in grades 2-8 for one year at the following schools. Listenwise provides 45 minutes of Professional Development designed on how to implement Listenwise in a Remote and Hybrid setting. This session can be scheduled at the district's convenience and will take place as live virtual training. We recommend that this session not exceed 15 participants to maximize interactivity and collaboration.

School	Enrollment Band	Subjects	Price per Year
Mathson Middle School	150-299	ELA, Social Studies, Science	\$ 1,500.00
Fischer Middle School	150-299	ELA, Social Studies, Science	\$ 1,500.00
Renaissance 1	300-599	ELA, Social Studies, Science	\$ 2,500.00
Renaissance 2	300-599	ELA, Social Studies, Science	\$ 2,500.00
Aptitud Community Academy	300-599	ELA, Social Studies, Science	\$ 2,500.00
Adelante Dual Language Academy	300-599	ELA, Social Studies, Science	\$ 2,500.00
Hubbard Elementary	300-599	ELA, Social Studies, Science	\$ 2,500.00
Ocala Middle School	300-599	ELA, Social Studies, Science	\$ 2,500.00
George Middle School	300-599	ELA, Social Studies, Science	\$ 2,500.00
Sheppard Middle School	300-599	ELA, Social Studies, Science	\$ 2,500.00
		Live or Virtual Remote and Hybrid PD	\$ 250.00
		15% Volume Discount	\$ 3,450.00

Subscription Term 1 year
Start Date 7/1/2020

TOTAL	\$ 19,800.00
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Subscription fees will be invoiced, payable prior to subscription start/renewal date.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: 20681

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.

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

Name of Individual/Company: New Teacher Center

Address: 1205 Pacific Avenue, Suite 301 City: Santa Cruz State: CA Zip: 95060

Phone: (831) 600-2200 Email: ktripathy@newteachercenter.org

SSN: _____ Fed I.D. #: 26-2427526

CONTRACT TERM: start dates August 14, 2020 end date June 30, 2021

CONTRACTOR'S OBLIGATION:

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

To enhance the classroom practice of Alum Rock's TK Teachers to improve student outcomes and support the evolution of the Early Learning systems and structures in the district.

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

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

X b. Other: \$ 0.00 cost to Alum Rock School District

Describe other related costs: The services covered are grant funded by the Morgan Family Foundation.

BUDGET CODE: N/A

Accountant Initials

Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: [Signature] Date: 7-17-2020

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

**Exhibit A
Project Plan**

[School/District] information and contact person

[School/District] name	Alum Rock Union Elementary School District
[School/District] address	2930 Gay Ave San Jose, CA 95127
[School/District] contact person	Dr. Dianna Ballesteros dianna.ballesteros@arUSD.org

NTC information and contact person

NTC address	1205 Pacific Avenue, Suite 301 Santa Cruz, CA 95060
NTC contact person	Name: Kristin Tripathy Title: Director, Programs and Partnerships E-mail: ktripathy@newteachercenter.org Telephone: 612.636.1505

Project description

Project name	TK and K Teacher Support
Project Objective	To enhance the classroom practice of Alum Rock's TK teachers and alignment of TK to K to improve student outcomes and support the evolution of the Early Learning systems and structures in the district.
Project description	<ul style="list-style-type: none">• NTC will provide consultative support to the Director of Early Learning, especially in areas pertaining to the district's Quality For All P-3 Initiative.• NTC will provide consultative and professional learning support to TK teachers and K teachers to identify TK to K alignment practices, focusing especially on impactful social and emotional practices and strategies aligned with the Quality For All P-3 Initiative.• NTC will provide training in <i>Facilitating Inquiry-Based Professional Learning Communities in Early Learning</i> to a cohort of teacher leaders from ARUSD, area community-based early childhood organizations, and other Bay Area early learning teacher leaders. NTC will provide one-on-one follow-up support to each participant in the Cohort.• NTC will support Alum Rock USD in ensuring an effective infrastructure is put in place to support continuous PLC's for TK teachers.• NTC, in partnership with ARUSD, will assess, analyze, and propose consistent training and implementation of impactful social and emotional practices and strategies.• NTC will provide seminars in developmentally appropriate and impactful early learning pedagogy to ensure that principals and district leaders provide aligned support to ARUSD EL teachers.
Project period	July 1, 2020 – June 30, 2021



NEW TEACHER CENTER SERVICES AGREEMENT

This is a Services Agreement ("Agreement") dated as of June 30, 2020 ("Effective Date") between New Teacher Center ("NTC"), a California nonprofit corporation, and Alum Rock Union Elementary School District ("Client"), located at 2930 Gay Ave San Jose, CA 95127.

Background

NTC is a national nonprofit organization dedicated to improving student learning by accelerating the effectiveness of new teachers, experienced teachers, and school leaders. NTC works with school districts, state policymakers, and educators across the country to develop and implement teacher induction, instructional coaching, school leadership, and other programs aligned with district goals. The proprietary methodologies and materials used and shared by NTC in working with its clients reflect years of research and development. Client wishes to obtain services and materials from NTC on the basis set out in this Agreement.

1. Services and Fees

1.1 Services

NTC shall provide Client with the Services as identified in Exhibit A ("Statement of Work").

1.2 Service Additions and Modifications

Service additions under \$10,000 require a revised purchase order from the Client. Service additions of \$10,000 or more require a signed change order. Service modifications not increasing the total payments to NTC require emailed or faxed confirmation from the client for Services under \$10,000; a revised purchase order for Services between \$10,000 and \$24,999; and a signed change order for Services \$25,000 or greater. Any additional or modified Services agreed to by the parties will be governed by the terms of this Agreement. Client is solely responsible for ensuring compliance with any procurement requirements that differ from those stated above, and Client shall not be excused from paying NTC for Services if Client fails to timely communicate its requirements to NTC.

1.3 Fees and Payment

Client shall pay to NTC the fees set forth in Exhibit A. Such fees may not include taxes, duties, or the cost of additional insurance coverage or waivers NTC purchases to comply with Client's insurance requirements. Client is responsible for any taxes, duties, and the cost of additional insurance coverage or waivers.

Payment is due for each invoice on receipt. NTC reserves the right to add a 1.5% fee to any balance overdue by 60+ days. Client may pay up to \$5,000 in respect of an invoice by credit card; client must pay the balance of the invoice by check, wire, electronic funds transfer (EFT) or other electronic means. If applicable, sales tax will be included on the Invoice unless a Tax Exemption Certificate is sent to NTC.

1.4 Term

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for the period specified in Exhibit A, unless earlier terminated in accordance with the terms and conditions of this Agreement. Thereafter, the parties may mutually agree in writing to renew this Agreement for additional terms as agreed upon by both parties.

2. Ownership

2.1 Materials

All content, visual interfaces, information, data, graphics, designs, compilations, products, software, records, reports, documents, booklets, guides, modules, training modules, resource and instructional guides, know-how and such other writings, recordings and all other elements provided by NTC, regardless of form (i.e., whether video, paper, electronic or otherwise), and whether tangible or intangible, whether previously established by NTC or created or produced for the first time by NTC in the performance of its obligations pursuant to this Agreement ("Materials"), are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. NTC retains and shall own all right, title and interest in and to all Materials. If at any time Client acquires any rights, title or interest in the intellectual property rights relating to the Materials or NTC Marks (defined below), Client (i) irrevocably assigns to NTC all rights, title, and interest worldwide in such intellectual property rights; (ii) grants to NTC an irrevocable, exclusive, royalty-free, perpetual, and worldwide license to any rights in intellectual property that cannot be assigned to NTC, and (iii) waives enforcement against NTC of any rights in the intellectual property that cannot be assigned or licensed to NTC. Client will execute such documents, render such assistance, and take such other action as NTC may reasonably request, at NTC's expense, to apply for, register, perfect, confirm and protect NTC's rights to all intellectual property rights relating to the Materials and NTC Marks.

2.2 Other Organizations

Client acknowledges that NTC provides services in other locations throughout the country, and that such services are similar to the services NTC will provide pursuant to this Agreement; and, further, that such services NTC provides elsewhere result in the preparation of materials that may be similar to those Materials provided pursuant to this Agreement.

2.3 License Grant for Training Contracts

Client acknowledges that the Services and Materials provided under this Agreement are proprietary to NTC, its subsidiaries, and/or its affiliates and that no Materials shall be deemed a work for hire. NTC hereby grants to Client a non-transferable, non-exclusive license to use, copy and distribute Materials to its employees only and only for Client's internal training purposes during the term of this Agreement. For clarity, Client shall not and shall ensure that its employees shall not (i) independently present the Materials in a module, academy, workshop or similar training environment without attribution to NTC; (ii) use the Materials for commercial purposes; or (iii) act in respect of Materials in a manner inconsistent with any use terms set out in Exhibit A or in the terms of use for websites through which NTC may make Materials available. If NTC reasonably objects to any proposed or actual use of NTC-branded Materials by Client, Client will remove any and all NTC marks and references to NTC from the Materials within ten (10) days after receipt of written notice from NTC. Other than as expressly set forth in this Agreement, no license or other rights in such intellectual property are granted to Client. Client shall not obscure or remove any copyright, trademark or other proprietary-rights notices and shall reproduce all such notices on any copies of Materials.

2.4 Trademarks

The Services or Materials may include NTC's trademarks, trade names, logos and other proprietary notices (the "NTC Marks"). NTC hereby grants to Client a limited, non-exclusive, non-transferable license, with no right to sublicense, to display NTC Marks on Client's websites or NTC Materials. Any display of the NTC Marks is subject to NTC's trademark usage guidelines, as may be provided by NTC in writing to Client from time to time. Client shall remove NTC Marks (including NTC's name) from any materials created by Client upon NTC's request. Any goodwill generated through use of the NTC Marks is owned by and will inure to the benefit of NTC. NTC may use Client's name in connection with NTC's general marketing materials.

3. Confidential Information

3.1 Non-Disclosure of Confidential Information

Neither NTC nor Client shall disclose to any third party any confidential or proprietary information, including without limitation personally identifiable employee and student data, financial data and mailing lists, product plans and strategies, technical data and research, know-how, and customer and related information which the disclosing party marks as confidential or which should reasonably be considered as confidential ("Confidential Information"), for any purpose other than performance of the Services or as otherwise described in this Agreement, without first having obtained the prior written consent of the other party. Both parties shall take reasonable measures to protect the confidentiality of Confidential Information and to avoid the unauthorized use and disclosure of the Confidential Information of the other party. For clarity, Client's name and general information about the scope of Services provided hereunder are not considered Confidential Information.

3.2 Exceptions

Notwithstanding the foregoing, Confidential Information shall not be deemed to include information if: (i) it was already known to the receiving party (without improper conduct or breach of an obligation) prior to disclosure to the receiving party by the disclosing party, as established by documentary evidence; (ii) it is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) it has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) it has been approved for release by written authorization of the owner of the Confidential Information; (v) it has been independently developed by a party without access to the Confidential Information of the other party or (vi) it is in an anonymized and/or aggregate form and could not reasonably be used to identify an individual.

4. Data Usage and Disclosure

4.1 Data Usage and Disclosure

Client grants NTC a perpetual, irrevocable, world-wide, non-exclusive, sub-licensable, royalty-free, fully paid up, transferable license to reproduce, create derivative works of, and otherwise use, modify, and exploit information and data collected by NTC as part of providing the Services to Client ("NTC Data") for the purposes of facilitating, providing, improving, and evaluating any aspect of any programs or services NTC provides, without compensation to Client. Under this license, NTC is permitted to disclose NTC Data to any services providers and vendors as necessary for NTC to provide its programs and services. This license also grants NTC the right to use and disclose for any purpose, including for the purposes of promoting NTC and its services and permitting third-party researchers access, (i) any NTC Data that is itself non-personally identifiable and/or aggregate, and (ii) non-personally identifiable and/or aggregate information that is derived from NTC Data (collectively "Anonymized and Aggregate NTC Data"). This license will continue even after termination of this Agreement.

4.2 Reports and Communications

NTC is permitted to analyze NTC Data and generate and distribute reports and materials to Client containing NTC Data collected as part of providing the Services to Client. To meet regulatory, grant, and other business obligations, NTC also has the right to analyze NTC Data and generate and distribute reports and other materials containing Anonymized and Aggregate NTC Data intended to help communicate the effectiveness of the programs and services NTC provides. NTC may identify Client as NTC's client in such reports and other internal or external materials and communications, including on NTC's website. Subject to applicable law, and in line with its charitable and educational mission, NTC may also disclose or otherwise permit access to Anonymized and Aggregate NTC Data to external academic and other researchers to review and to publish reports, articles, or other materials (collectively, "Reports") reflecting such review.

5. Disclaimers

5.1 No Warranties

THE MATERIALS AND SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING OR TRADE USAGE, WITH RESPECT TO PRODUCTS, SPECIFICATIONS, SUPPORT, SERVICE OR ANY OTHER MATERIALS PROVIDED HEREUNDER. BOTH PARTIES SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND MERCHANTABILITY.

5.2 Limitation of Liability

UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE SHALL NTC OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF NTC OR NTC'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF NTC TO ANY PERSON ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, INCLUDING BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT THEORY, EXCEED THE TOTAL AMOUNTS PAID TO NTC PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY.

6. Insurance

NTC will maintain insurance in accordance with the following amounts: Commercial General Liability: \$1,000,000 per occurrence \$2,000,000 limit in the aggregate; Commercial Automobile Liability: \$1,000,000 combined single limit per accident; and Worker's Compensation: Coverage in place as per legal requirements in employee's state of employment.

7. Indemnification

Client will defend, indemnify, and hold NTC and NTC's directors, officers, employees, agents, and assigns harmless against all third party claims, liabilities, losses, damages, and expenses, including reasonable attorney's fees and expenses, resulting from (i) Client's performance of activities under or breach of this Agreement; (ii) Client's negligence or willful misconduct; or (iii) any claims against NTC by Client employees, subcontractors, students, or parents. Client will have no obligation to indemnify NTC to the extent the liability is caused by NTC's gross negligence or willful misconduct.

8. Termination

8.1 Termination

Either party may terminate this Agreement: (i) without cause upon thirty (30) days prior written notice in advance of a scheduled service date; (ii) prior to its expiration and upon ten (10) days prior written notice if a party breaches any material term (including any payment terms) of this Agreement and the breaching party has not cured the breach within such ten (10) day period; (iii) immediately if a party is the subject of a liquidation or insolvency, or the filing of bankruptcy, or similar proceeding(s).

8.2 Accrued Obligations

Expiration or termination of this Agreement for any reason shall not release either party hereto from any obligation or liability which, at the time of such expiration or termination, has already accrued to the other party or which is attributable to a period prior to such expiration or termination, including without limitation all payment obligations incurred prior to the effective date of such termination or expiration,

nor preclude either party from pursuing all rights or remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement.

8.3 Cancellation of services

NTC and/or Client has the right to cancel services or deliverables, as described within the Statement of Work attached to and incorporated by this Agreement, not yet provided with ten business days of advance written notice to the other party. Email communication shall be an acceptable form of written notice in fulfillment of this requirement.

In the event the Client cancels or reschedules an onsite session within ten working days of the agreed upon start date of said session, NTC reserves the right to invoice the Client a 20% fee for rescheduling, a 50% fee for cancellation, and the full cost of any non-refundable travel expenses that NTC has incurred.

8.4 Survival

Sections 2 (Ownership), 3 (Confidential Information), 4 (Data Usage and Disclosure), 5 (Disclaimers), 8.2 (Accrued Obligations), and 9 (Miscellaneous) shall survive termination or expiration of this Agreement.

9. Miscellaneous

9.1 Notice

Any notice, approval, consent, acceptance, request, bill, demand, or statement hereunder from either party to the other shall be in writing and shall be deemed given when deposited with the United States Postal Service in a postage pre-paid envelope sent regular mail or delivered by hand from one party to the other with an appropriate receipt obtained, addressed as follows:

To: New Teacher Center
1205 Pacific Avenue, Suite 301
Santa Cruz, CA 95060
ATTN: Legal Department

To: Alum Rock Union Elementary School District
2930 Gay Ave.
San Jose, CA 95127
ATTN: Legal Department

9.2 Modifications, Amendments and Waivers

This Agreement may not be modified or amended, including by custom, usage of trade, or course of dealing, except by an instrument in writing signed by duly authorized employees of both of the parties hereto. The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

9.3 Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part for any reason, each party agrees that such provision shall be enforced to the maximum extent permissible so as to give the fullest effect to the intention of the parties when executing this Agreement, while complying with applicable laws or stricken if not so conformable, so as not to affect the validity or enforceability of the remainder of this Agreement.

9.4 Assignment

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereunder. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party to (a) one or more of its wholly owned Subsidiaries or Affiliates, or (b) an entity that acquires all or substantially all of the

business or assets of such party to which this Agreement pertains, whether by merger, consolidation, reorganization, acquisition, sale, or otherwise. As used in this section, the terms "Subsidiary" and "Affiliate" mean any entity, whether now existing or later formed, owned or controlled by a party to this Agreement.

9.5 Independent Contractor

NTC is an independent contractor. Neither party shall represent itself as the agent or legal representative of the other party for any purpose whatsoever, and shall have no right to create or assume any obligation of any kind, express or implied, for or on behalf of the other party in any way whatsoever. This Agreement will not create or be deemed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership.

9.6 Force Majeure

Neither party hereto shall be responsible for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, war, strikes, revolutions, lack or failure of transportation facilities, laws or governmental regulations or other causes that are beyond the reasonable control of such party. In the event that a force majeure event should obstruct performance of this Agreement for more than thirty (30) calendar days, the parties hereto shall consult with each other to determine whether this Agreement should be modified or terminated.

9.7 Third-Party Beneficiary

Nothing in this Agreement is intended to make any person or entity not a signatory to the Agreement a third-party beneficiary of any right created by the Agreement or by operation of law.

9.8 Governing Law

This Agreement shall be governed by and interpreted in accordance with the law of the State of California without regard to any principles of conflicts of law. The parties agree to submit to the venue and jurisdiction of the City and County of San Francisco or the Northern District of California.

9.9 Headings

Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

9.10 Website Terms of Use

It is understood that delivery of Services may require Client's employees or other users to access websites maintained by NTC. Access and use of such websites is subject to NTC's terms of use. If the Services involve access and use of NTC's Learning Zone platform, by signing this Agreement, Client acknowledges that it has reviewed the terms of use at <https://learningzone.ntcportal.org/portal> and agrees that its users will be subject to such terms. NTC shall bear no liability for the refusal of any users to accept NTC's terms of use.

9.11 Entire Agreement

This Agreement, including Exhibit A ("Statement of Work"), represents the entire Agreement between the parties and supersedes any prior oral or written understandings with respect to the Services. This Agreement may only be amended by an agreement signed in writing by all of the parties hereto.

9.12 Counterparts

This agreement may be executed in one or more counterparts each of which shall constitute an original, and all such counterparts shall constitute one and the same agreement.

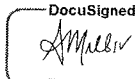
9.13 Signatures

Contract signatures below are considered authorized by the Client and NTC and relied upon to constitute a fully executed contract.

In witness whereof, the parties have executed this Agreement, as of the Effective Date.

NEW TEACHER CENTER

ALUM ROCK UNION ELEMENTARY
SCHOOL DISTRICT

By: 
71AF6A18B6E947C

By: _____

Name: Arthur Mills IV

Name: Dr. Hilaria Bauer

Title: COO

Title: Superintendent

Date: 6/24/2020

Date: _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. _____

Submitted by: Brittany Rykels

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: Silicon Valley Mathematics Initiative (SVMI)

Address: 17485 Monterey Rd., Ste. 205 City: Morgan Hill State: CA Zip: 95037

Phone: (408) 776-1645 Email Address: cindy@svmimac.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

The SVMI will provide professional development services to all teachers (grades TK-8), coaches and administrators at all ARUSD schools district-wide. Services will be offered as distance learning sessions and when shelter-in-place orders are lifted, will also be offered in central locations as face-to-face meetings.

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

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

 X b. **Other:** \$6300.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
060	4035	0	5815	00	1110	1000	000000	305	1461	\$6300.00	<i>JK</i>

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

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

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

7/17/2022



Benefits of being a Member District

Professional Learning Sessions and Servicess

- Participation in Virtual Summer Coaching Institute July 27, 2020 – July 31, 2020. The focus of the institute is to support teachers in designing and teaching student-centered interactive lessons to improve student learning in a virtual setting. The summer institute will target four grade level spans: P-2, 3-5, 6-8 and High School. Member institution may send teachers to the 5-day summer institute as part of the 2020-2021 membership at no additional cost.
- Participation in the Math Network Meetings for all math coaches and leaders. These sessions will be offered as distance learning sessions and when shelter-in-place orders are lifted these will be also offered in central locations as face-to-face meeting.
- Participation in SVMI Professional Learning Sessions for teachers and coaches. SVMI will facilitate five sessions (Sep., Oct., Nov., Jan., and Feb.). These sessions will be offered as distance learning workshops and when shelter-in-place orders are lifted these will be also offered at multiple locations in the northern California.
- Participation in the Principal as Instructional Leaders series open to all administrators and coaches (twice a school year). These sessions will be offered as virtually and when shelter-in-place orders are lifted these will be also offered at a central location.
- Access to the SVMI Lesson Study Project and opportunity to apply for Research Lesson Mini-Grants for teams of teachers. (\$2,500/team).
- Participation in MAC/MARS scoring training for the annual performance exam (for district scoring leaders). SVMI Membership Application 2020- 2021. For more info: www.svmimac.org or email info@svmimac.org or call (408) 776-1645

SVMI Curricular, Assessment and Leadership Resources

- License to access with passwords and use the database of Curricular and Assessment Resources for Classroom Use including Virtual and Face-to-Face Instruction housed at www.svmimac.org
- Use of the library of former MAC/MARS tasks, rubrics, standardizing papers & practice tests from 1999 to present. The tasks address CCSSM for grades Kindergarten through Eighth as well as High School Courses for Algebra I,



2020-2021 SVMI Membership

Date: June 10, 2020

No: ARUSD2021

Customer Information: Hilaria Bauer, Ph.D.
Superintendent
Alum Rock Union Elementary School District
2930 Gay Ave.
San Jose, CA 95127

Invoice for SVMI Membership dues for the 2020-2021 School Year

Membership benefits:

- Professional Development Opportunities
- Online Member Resources
 - *Performance Assessment Grades K-11
 - *Scoring Materials & Training Tools
 - *MAR/MAC Reports and Toolkits for Teachers
 - * Problems of the Month
 - *FALs & FRLs
 - * Classroom Videos

Total: \$6,300

Please make check payable to: Silicon Valley Mathematic Initiative

Please submit payment to:
Silicon Valley Mathematics Initiative
17485 Monterey Road, Ste. 205
Morgan Hill, CA 95037
Attn: David Foster

Signature: _____

David Foster, Executive Director
(408)776-1645



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Brittany Rykels

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: StudiesWeekly

Address: 1140 N 1430 W City: Orem State: UT Zip: 84057

Phone: (866) 311-8734 Email Address: dave.wilson@studiesweekly.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021

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

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

StudiesWeekly will provide one 2-hour Webinar Training to K-5 teachers and one Face-to-Face Training Day with a qualified trainer. These sessions are included with the StudiesWeekly classroom license subscriptions and are at no additional cost. Services will be provided for all K-5 teachers district-wide.

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

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

☒ b. **Other:** \$ No Cost (describe rate agreement) _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC

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

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

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



Studies Weekly®

Studies Weekly Service Agreement

Quote # 34487

Quote Created For

BRITTANY RYKELS
ALUM ROCK ELEM SCHOOL DISTRICT
2930 GAY AVE
SAN JOSE, CA 95127
brittany.rykels@arUSD.org
(408)928-6800

School Start Date: 08/28

Regional Manager

Dave Wilson
dave.wilson@studiesweekly.com
801-850-3282

Account Manager

Tosha Van Cooten
tosha.vancooten@studiesweekly.com
801-259-5546

1140 N 1430 W Orem, UT 84057
Phone: 866-311-8734 | Fax: 866-531-5589
Email: orders@studiesweekly.com

Quote information

Quote Date: August 03, 2020
Quote Term: 1 yr subscription
Expiration: 09/24/2020
School Year: 2020-2021
Referral: Sales Rep

Grade	SKU	Title	Class	Unit Price	Qty	Cost
B	PDQWEB	Qualified Webinar Training (two hours) Expires on July 31 of las...	1	\$0.00	1	\$0.00
F	PDQF2F	Qualified Face-to-Face Training Day with one Trainer. Training d...	1	\$0.00	1	\$0.00

Sub Total: \$0.00
Tax: \$0.00
Shipping: \$0.00
Total: \$0.00

Customer Note:

Qualified Webinar Training (two hours) Expires on July 31 of last contract year.
Qualified Face-to-Face Training Day with one Trainer. Training days expire on July, 31st of last contract year.

This quote expires September 24, 2020.

Thank you for your interest in Studies Weekly. If you are ready to purchase, please provide the information below and submit your order:

Order Information

Billing Contact, if different than listed above (Name, Phone, Email)

PO #

Shipping Information

Shipping Contact (Name, Phone, Email)

Shipping Address, if different from listed above

*Earliest Month you can receive materials?

*Shipping Instructions/Restrictions

Authorized Signature

Date

*Orders cannot be shipped until purchase order is received. Studies Weekly begins shipping materials in May for the applicable school year. Someone must be present to sign for the delivery. Please provide any shipping restrictions that would cause these materials not to be delivered. Returned shipments are subject to additional fees.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: 13576

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

☒ **MOU** (negotiated Agreement)
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**
☒ Scope of Work/Proposal

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

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

Name of Individual/Company: The Tech Museum of Innovation

Address: 201 South Market Street City: San Jose State: CA Zip: 95113

Phone: (408) 795-6134 Email: _____

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates August 14, 2020 end date June 30, 2022

CONTRACTOR'S OBLIGATION:

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

The Tech Academies partner with the Alum Rock Union School District to provide a 2-year fellowship to develop teacher proficiency in mechanical or software engineering.
Services to be provided virtually or in-person during the 2020-2021 school year.

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 to the District

Describe other related costs: _____

BUDGET CODE: _____

Accountant Initials

Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:




Site/Department Administrator: Jasmin Sanchez BPP / R.S Date: 7/14/2020

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____



201 S. Market St.
San Jose, CA 95113
1-408-294-8324
thetech.org   

Dear ARUSD Partners,

Attached is the 2020-22 Agreement between Alum Rock School District and The Tech for the Tech Academies program. We look forward to our continued partnership.

Sincerely,

Christina O'Guinn

Senior Director, Educational Partnerships

The Tech Academies program

1-408-795-6134

She/her/hers

The Tech

Developing problem-solvers locally, nationally and globally

201 S. Market St.

San Jose, CA 95113

Facebook | Twitter | Instagram



TIMELINES

Fellowship Timeline

	2021 Fellow Recruitment (2020-2021)	Year 1 of Fellowship (2020-2021)	Year 2 of Fellowship (2021-2022)
July			July 19-30, 2021 Summer Institute July 29, 2021 Summer Institute Showcase and Action Planning
August	The Tech meets with partners on recruitment strategy	Pre Surveys	Pre Surveys
September	Enlist and excite principals about Tech Academies Fellowship program	CoP #1	Summer stipends paid CoP #1
October	Recruit educators for Fellowship program	Observations	
November	30-minute virtual recruitment check-in with The Tech. Recruit educators for Fellowship program	Observations must be completed before CoP #2	
December	Recruit educators for Fellowship program	CoP #2	CoP #2
January	Select 4 fellows and at least 1 alternates (provide names by February 1, 2021)		
February	Enroll/ announce Fellow selection	CoP #3	CoP #3
March	Form partnership agreements		
April		Post Surveys	Post Surveys PD Observations must be completed by CoP #4
May		CoP #4	CoP #4
June	Finalize partnership agreements		PD stipends and incentives paid

STEM Pathways Timeline

	School Districts	The Tech
July		• Evaluation instrument development
August	• August 28, 2020: Confirmed identification of district STEM team representatives due	• Steering Committee Meeting
September	• Assist with family survey data collection	• Administer family survey
October	• District representative participates in STEM strategy tool training. • Create an agenda for STEM Pathways district team convening #1	• Steering Committee Meeting • Assist with agenda formation for STEM Pathways convening #1
November	• STEM Pathways convening #1	• Coordinate STEM Pathways Convening #1 • Pay put incentives to family survey participants

December	<ul style="list-style-type: none"> • Develop/Implement action items identified at STEM Pathways convenings 	<ul style="list-style-type: none"> • Steering Committee Meeting
January	<ul style="list-style-type: none"> • Develop/Implement action items identified at STEM Pathways convenings • Create an agenda for STEM Pathways district team convening #2 	<ul style="list-style-type: none"> • Assist with agenda formation for STEM Pathways convening #2
February	<ul style="list-style-type: none"> • District team STEM Pathways convening #2 • Provide input on date of Partner Summit 	<ul style="list-style-type: none"> • Coordinate STEM Pathways Convening #2 • Decide date of Partner Summit • Steering Committee Meeting
March	<ul style="list-style-type: none"> • Implement action items identified at STEM Pathways convenings Meet with The Tech to begin planning for following year 	<ul style="list-style-type: none"> • Meet with districts on needs/ plans for following year
April	<ul style="list-style-type: none"> • Update Action Plans • Participate in evaluation interviews 	<ul style="list-style-type: none"> • Steering Committee Meeting • Remind STEM Pathway teams to update Action Plans
May	<ul style="list-style-type: none"> • Identify STEM Pathways team and next steps for 2021-2022 	
June		<ul style="list-style-type: none"> • Evaluation analysis
TBD (Spring 2020 or Fall, 2021)	<ul style="list-style-type: none"> • Attend Partner Summit, share STEM plans and needs 	<ul style="list-style-type: none"> • Coordinate, recruit community partners and convene Partner Summit

PARTICIPATING EDUCATORS - SCHOOL DISTRICT

Please list all educators who will be participating in any of the programs included in this AGREEMENT. Be sure to include the program from the drop down list. Educators participating in more than one program should be listed for each program.

#	Participant Name	School/Site	Program	Payment
1	Nadia Hanna	Ben Painter Elementary School	2020 Fellowship	See below
2	April Ambard	McCollam Elementary School	2020 Fellowship	See below
3			2020 Fellowship	See below
4			2020 Fellowship	See below
5			Alternate	See below
6			Alternate	See below

Payment Information - See Exhibit D for more information on stipends.

2020 Fellowship and Summer Institute 2021 – School Districts

Stipend paid to the educator in September for Summer Institute and June for School Year participation.

THIRD PARTY PAYER FORM

School District Partners Only: Complete this form stipulating participants to whom The Tech will pay stipends on behalf of the PARTNER upon approval by the PARTNER. Payments will only be made to educators participating in the Tech Academies Fellowship programs. Payment will be made via electronic payments or checks will be mailed to the address on the payee's W-9.

Partner Information for Stipend Approval	
Organization Name	Alum Rock Union School District
Address	2930 Gay Avenue
Contact Name	Jason Sorich
Contact Title	Educational Technology Administrator
Contact Phone	408-928-6528
Contact Email	Jason.sorich@arusd.org

Payee Information*	
Check made payable to:	Nadia Hanna
School/Site	Ben Painter Elementary School
Contact Email	

Payee Information*	
Check made payable to:	April Ambard
School/Site	McCollam Elementary School
Contact Email	

Payee Information*	
Check made payable to:	
School/Site	
Contact Email	

Payee Information*	
Check made payable to:	
School/Site	
Contact Email	

* Payee must submit a US Tax Withholding and Reporting form W-9 to receive payments from The Tech.

Grantee Authorization	
I, as an authorized signatory for Alum Rock Union School District , authorize stipend payments to the third parties named above. I understand that Alum Rock Union School District will not be receiving the stipend payments from The Tech. I also understand that my release to a third party does not exempt me from the stipend requirements outlined in the Agreement and Exhibits terms and conditions.	
Authorized Signature	
Date	

FELLOWSHIP PROGRAM SERVICES COOPERATION- SCHOOL DISTRICT

Tech Academies Fellowship Program

- I. The PARTNER agrees to:
 - A. Schedule Superintendent or Asst. Superintendent to meet with THE TECH one to two times each year to form an annual agreement, ensure alignment of The Tech Academies program with the goals of the district, work together on identification of core systems that can be leveraged to support district-wide STEM instruction and to make adjustments to partnership specifics to best meet the needs and goals of both parties.
 - B. Complete third party payer form (see Exhibit C) for each educator in the current cohort.
 - C. Support a cohort of fellows specified in Exhibit B to fully participate in The Tech Academies Fellowship program as follows:
 1. Per fellow, provide and fund 20-30 hours/year of release time or paid time after regular work hours to ensure full participation of all fellows to:
 - a) Attend four (4) half-day Community of Practice (“CoP”) meetings, CoPs are typically held in September, December, March and May at or near The Tech. Preferred attendance will be week-day mornings; however, if substitutes cannot be provided for all fellows, alternative late afternoon/evening meeting times will be offered for each CoP.
 - b) Participate in one (1) observation of a two-hour engineering/computer science lesson- each year. (In year 1, observe a student lesson. In year 2, be observed delivering professional development to other educators.)
 - c) Utilize ten (10) additional hours of release time for second year fellows to provide professional development to non-fellow staff.
 2. Encourage and support full attendance of all fellows to attend the entire two-week Summer Institute program to co-develop classroom engineering lessons and tools for training non-fellow educators. THE TECH will provide stipends to fellows on behalf of PARTNER as described in Section II.D.
 3. Ensure that fellows have resources to provide classroom instruction including:
 - a) Access to hands-on materials for engineering lessons,
 - b) Computers,
 - c) Freely available computer programming environment where students can create programs (e.g. Scratch),
 - d) Time identified in their regular teaching schedule of core classes to teach at least three (3) engineering lessons each year to their students, and
 - e) Opportunities to deliver this instruction with another educator’s core students if fellows do not work directly with students.

- D. Support logistics for each second year fellow to deliver two (2) one-hour engineering professional development sessions to at least three (3) non-fellow educators during regular (contracted) work hours. Support includes:
1. Principals/fellow supervisors attend a two-hour meeting during the Summer Institute or meet with fellow(s) for two (2) hours no later than September 1st to complete a school-year action plan.
 2. Invitation of The Tech staff to observe each fellow delivering at least one (1) hour of professional development in their district/organization in order to be formally recognized as an Engineering Education Leader (EEL) or a Software Engineering Education Leader (SEEL).
- E. Upon mutual agreement, support release time for 2nd year fellows to attend and co-present The Tech's learning model at an educator conference. The Tech will cover reasonable costs to attend including travel.
- F. Provide time and means to submit pre- and post- student surveys, educator pre- and post-surveys, and educator workshop evaluations per fellow each year over two years. Computers are required for completion of on-line student and educator surveys. PARTNER agrees to send home Parent Consent Form and allow at least one (1) week for parents to opt out before administering student evaluations. Parents/guardians may opt out their students from survey participation via the Parent Consent Form – Tech Academies (Exhibit F).
- G. Designate one or more district-level representatives to:
1. Act as the point of contact for at least two (2) virtual meetings on recruitment and selection of participants in The Tech Academy Fellowship program and securing support from school administrators.
 2. Recruit and select five (4-6) educators for fellowship to participate in the next cohort of TECH ACADEMIES;
 - a) Two (2) to participate in the Mechanical Engineering cohort,
 - b) Two (2) to participate in the Software Engineering cohort and
 - c) Up to two (2) alternates should any participant leave before program commences. Alternates not selected for a Fellowship spot will be placed on a wait list and may still participate if a spot becomes available and the PARTNER supports release time for participation.
 - d) Names and contact information of next school-year's fellows to be provided to THE TECH by February 1 and must meet the following criteria:
 - (1) Classroom or expanded learning educator of core subjects (ELA, math, science, social studies, RSP) in grades K-12;
 - (2) Enthusiastic and committed to the full two-year program requirements;
NOTE: Fellows cannot be replaced after the 2-year fellowship commences in September and may be dropped from the program in any of the following circumstances:
 - (a) Misses any combination of two (2) CoPs or observations,

- (b) Misses more than seven (7) hours of Summer Institute, or
- (c) Leaves the employ of the PARTNER at any time during the two (2) year Fellowship.
- e) Supported by an administrator/supervisor to provide professional development to other educators in the second year of the program

H. Include on all publications that result from work under this agreement acknowledgement that “This project was supported by a Grant awarded **to The Tech by The Davidson Family Foundation, Leo M. Shortino Family Foundation, Siegel Family Endowment, and J.A. Unruh Family Foundation.**”

II. THE TECH agrees to:

- A. Meet with the Superintendent or Asst. Superintendent of the District one to two times each year to ensure alignment of TECH ACADEMIES with the goals of the PARTNER and to make adjustments, if necessary.
- B. Provide technical assistance in the form of brokering of resources, coaching, observations and opportunities to network with other engineering, Project Based Learning, and STEAM community, higher education and industry programs.
- C. Develop content, agendas, materials procurement, logistics/communication coordination, partnerships and co-facilitate:
 - 1. Four (4) half-day CoP meetings and one (1) observation. Content will focus on effective engineering/STEM instruction, and development of critical 21st Century Skills. The Tech staff will collaborate with 2nd year fellowship cohort to co-facilitate parts of these CoP meetings.
 - 2. One (1) two-week Summer Institute for fellows in Year 2 of fellowship with a focus on co-developing engineering and computer science lessons. Content will focus on NGSS and CCSS-aligned, cross-curricular, engineering or computer science lesson development, engineering and computer science facilitation and leadership skills. The Tech staff will collaborate with Engineering Education Leaders, SJSU College of Science and engineering experts to co-facilitate these Summer Institutes.
 - 3. Observations and debriefs of engineering lessons by fellows in year one of their fellowship.
 - 4. Observations of fellows in year two of fellowship delivering professional development on engineering/computer science instruction to at least three (3) non-fellow educators.
- D. Pay stipends, on behalf of the PARTNER and with PARTNER approval including verification of continued employment, to each fellow upon completion of the following:
 - 1. Full time attendance at the entire two-week Summer Institute program and completion of a co-developed engineering or computer science lesson/tools for training other educators.
 - a) Stipend not to exceed \$2,000 for Mechanical Engineering and \$2,100 for Software Engineering for completing full sixty (60) hour program.

- b) \$200 will be deducted for each day that a participant misses more than an hour of institute. In the event of unforeseeable circumstances (i.e. illness, family emergency) and with pre-approval from The Tech, participants will have opportunities during the Summer Institute to make up hours missed (up to 10 hours).
 - c) Except at the sole discretion of The Tech, no stipend will be paid for any fellow missing more than seven (7) hours of the institute. Partial stipends may be approved in the event of unforeseeable circumstances. No stipend will be paid to any fellow failing to continue employment with PARTNER at the start of the new school year.
- 2. Delivery of two (2) hours of professional development on engineering or computer science instruction to at least three (3) non-fellow educators within the school, district or expanded learning organization and completion of pre- and post- student and educator surveys.
 - a) An amount not to exceed \$200 will be paid to each fellow upon demonstrating completion of this requirement including submitting an agenda(s) and sign-in sheet(s).
 - b) Unless approved in advance by THE TECH, \$100 will be deducted if pre- and post-surveys have not been completed by the fellow and at least 20 of the fellow's students both years of fellowship.
- E. As possible, provide additional non-cash incentives in value of up to \$50, not to exceed \$250 per site, to non-fellow educators upon completion of two (2) hours of professional development related to The Tech Academies learning model and facilitated by a current participant.
- F. Pay for reasonable conference travel expenses for co-presenters of THE TECH'S learning model. Travel expenses must be pre-approved in writing by THE TECH and will be reimbursed through THE TECH'S current reimbursement procedures.
- G. Develop pre- and post- evaluation instruments, analyze data and share results with partner schools and expanded learning CBOs.
- H. Provide parent opt-out form in English, Spanish and Vietnamese.
- I. Provide suggested Local Control and Availability Plan (LCAP) language for the Tech Academies Fellowship.
- J. Provide Tech Academies Fellowship brochure, PowerPoint presentation, website, informational webinars and other recruitment and selection supports to PARTNER representatives.
- K. Provide advance notification of available corporate donations, grant-funded field trip opportunities, and additional professional development opportunities offered through THE TECH'S Bowers Institute.

STEM PATHWAYS PROGRAM SERVICES COOPERATION

I. The PARTNER agrees to:

A. Designate a district-level representative with curriculum and instruction decision-making authority to:

1. Facilitate two (2) evening PATHWAYS district team convenings (typically in November and February) to develop a STE(A)M education plan to collaboratively develop systems for connecting all students with K-college STEM education opportunities.
2. Identify at least two (2) additional representatives to serve on this district team including one (1) K-12 Tech Academies educator. K-8 and K-12 districts will select additional educators or administrators to ensure representation from elementary and middle schools and, as applicable, high school levels to participate in PATHWAYS convenings. Representatives must meet the following criteria:
 - a) Strong desire to collaborate to create and implement a district-wide STEM education framework and plan increasing access for all students and families.
 - b) Committed to make two (2) full PATHWAYS meetings a priority (and find a replacement as needed)
 - c) Motivated to take action in support of pathway work between meetings.
3. Support this district team to carry out agreed-upon actions between convenings.
4. Participate in a STEM strategy tool training.
5. Attend a partner summit with other school districts and community stakeholders to share needs, lessons learned and form connections with partners who can support the implementation of district STEM plans.

B. Provide twelve (12) hours/year of paid time after contracted representative's regular work hours to ensure full attendance to attend two (2) evening PATHWAYS convenings, one (1) partner summit and to carry out actions in-between convenings. STEM Pathway convenings are typically held in November, and February at or near THE TECH.

C. Work with THE TECH to identify and support appropriate evaluation outcomes and help to collect data to inform PATHWAYS actions and progress toward supporting all students and families to access STEM education opportunities.

II. THE TECH agrees to:

A. Develop STEM strategy tools and agenda templates, procure materials, coordinate logistics, communication, and partnerships, and host:

1. Two (2) district team PATHWAYS meetings each year. Content will focus on developing a common understanding and vision for K-12 STEM education and a plan for systemically connecting and communicating continuous quality STEM Education opportunities to all district students. NOTE: The district will assume responsibility for coordination of any additional convenings.

2. Convene a partner summit and recruit cross-sector community partners to hear district STEM instructional needs and offer support for PARTNERS' STEM implementation plans.
- B. Coordinate a PATHWAYS steering committee to inform PATHWAYS convening content, tool development and other data-driven community actions to improve access to K-college STEM education.
- C. Provide suggested Local Control and Availability Plan (LCAP) language for the PATHWAYS program.
- D. Connect schools with additional partners/resources such as San Jose Public Library, Santa Clara County Library, and other cross-sector partners as part of our PATHWAYS efforts.

PARENT CONSENT FORM- TECH ACADEMIES

Opt-Out of Evaluation & Research Form: **Students participating in the Tech Academies Evaluation and Research Project**

DESCRIPTION: Your student is invited to participate in a survey and computer-based learning game to better understand your student's experience with The Tech Interactive's Tech Academies program. Your student's teacher is participating in The Tech Academies program to improve STEM (Science, Technology, Engineering, and Math) instruction in schools with a focus on engineering and computer science. The goal of this evaluation project is to understand what students are learning about engineering and computer science and to see how their interest in these areas change. The learning game is also part of a Stanford research study helping Stanford to assess how students learn in programs like The Tech Academies program.

If you do not want your child to participate in this survey or learning game, you have 1 week to inform us. You may inform us by signing below and sending this form back with your child. If you decide to send the form back with your child, please have them give it to their teacher by _____.

RISKS AND BENEFITS: The risks associated with this survey and learning game are none. The benefits which may reasonably be expected to result from this survey and learning game are none. We cannot and do not guarantee or promise that your child will receive any benefits from this survey or learning game. Your decision whether or not to allow your child to participate in this survey or learning game will not affect your child's grades or participation in school.

TIME INVOLVEMENT: Your child's participation in the survey and learning game will take between 20-30 minutes in the fall and 30-45 minutes in the spring.

SUBJECT'S RIGHTS: If you have read this form and have decided to allow your child to participate in this evaluation project, please understand your child's participation is voluntary and your child has the right to withdraw his/her consent or discontinue participation at any time without penalty or loss of benefits to which he/she is otherwise entitled. Your child has the right to refuse to answer particular questions. If your child decides not to participate in the evaluation project, the student retains the right to any information or data he/she has provided up until point of withdrawal. Your child's individual privacy will be maintained in all published and written data resulting from this evaluation project.

CONTACT INFORMATION:

If you have any questions or concerns about this survey then please reach out to Christina O'Guinn, Senior Director of Educational Partnerships for The Tech Interactive. You can contact her by email at coguinn@thetech.org or by phone at (408) 795-6134. If you have any questions or concerns about the learning game, please reach out to Stanford project manager Doris Chin at dbchin@stanford.edu. If you have questions about your or your child's rights as a study participant or are dissatisfied at any time with any

aspect of this study, you may contact (anonymously, if you wish) the Administrative Panels Office at Stanford University, Stanford, CA, 94305-5401 or by phone at 1-650-723-2480 (feel free to call collect).

If you do NOT give consent for your child to participate in this survey or learning game, then please fill out this form and return it to the school office.

Child's Name

Child's School

Signature(s) of Parent(s), Guardian or Conservator

Date



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. C206054 Contract Original Amount: \$ No Cost

Vendor Name: WESTED Vendor No. 013816

Please check:

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

CONTRACTS ONLY

Change Orders:
 Contracts Original Amount \$ No Cost
 Change Order #: _____ \$ _____
 Change Order #: _____ \$ _____
 Change Order #: _____ \$ _____

New Contract Total \$ No Cost
 (including Change Orders)

FD	RESC	PY	OBJECT	SUB- OBJ	GOAL	FCTN	COST- CNTR	LOC	PROG	\$AMOUNT	PRG. TITLE	BUS. OFC
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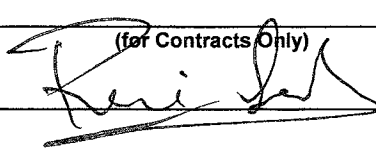
Reason for Adjustment:

Board Approved: December 12, 2019

Term: 12/13/19 - 06/30/22

New Contract Language: Social Skills Study - Cohort II

WESTED will continue working with ARUSD to build 3rd Grade students' social emotional skills and improve peer relationships for elementary students experiencing a wide range of social difficulties, including peer rejection, bullying, and social anxiety. Researchers will be collecting student data across the entire Social Skills Study program and will perform observation at selected participating school sites.

School/Dept.: <u>Academic Services</u>	Requested by: <u>Angela Costa</u>
Approval: _____ <div style="text-align: center;">  (for Contracts Only) </div>	Assistant Superintendent of Business Services
_____	Program Manager
_____	Purchasing Manager
Date Requested: _____	Date Entered: _____ Entered By: _____

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



Memorandum of Understanding between Alum Rock Union School District and WestEd

Social Skills Training Study (SST Study)

1. Purpose

This Memorandum of Understanding (MOU) is between Alum Rock Union School District, located in San Jose, CA, (District) and WestEd regarding Cohort II of the study for the *Social Skills Study (SST Study)*. The District and WestEd entered into a separate MOU regarding Cohort I of the SST Study in December 2019, which MOU remains in effect until June 30, 2021. This MOU sets forth the parameters for WestEd's conduct of Cohort II of the SST Study and the collection of education record data in the District. This is a non-financial agreement.

This study, which is funded by the U.S. Department of Education (Institute of Education Sciences [IES], Award No. R305A180224), and led by WestEd, headquartered in San Francisco, CA. It is designed to investigate the effectiveness of *Adventures Aboard the S.S. GRIN*. *S.S. GRIN* is designed to translate the content and cognitive-behavioral strategies of an established, evidence-based social skills training program into a game-based virtual world. The program aims to build students' social emotional skills and improve peer relationships for elementary students experiencing a wide range of social difficulties, including peer rejection, bullying, and social anxiety. In order to understand the impact of this SST program on students, researchers will be collecting student data across the entire SST program and will perform observations at selected participating school sites.

The District's participation is dependent upon its willingness and ability to provide the time, space, and data specified below. WestEd anticipates that the District's direct costs will be minimal and will not exceed that which is necessary for intervention implementation, data extraction and electronic data transfer to WestEd.

2. Authorized Release

The District is authorized to release the data without written parental consent under Section b.1.F of the Family Education Rights Privacy Act (FERPA):

(b) Release of education records; parental consent requirement; exceptions; compliance with judicial orders and subpoenas; audit and evaluation of federally supported education programs; recordkeeping

(1) No funds shall be made available under any applicable program to any educational agency or institution which has a policy or practice of permitting the release of education records (or personally identifiable information contained therein other than directory information, as defined in paragraph (5) of subsection (a) of this section) of students without the written consent of their parents to any individual, agency, or organization, other than to the following—

(F) organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted;

3. Term and Termination

- A. This MOU is effective as of the date of execution and expires June 30, 2022
- B. Either party may terminate this MOU upon 30 days prior written notice to the other party.



- C. Either party can request/provide information through the identified contacts as given in Sections 6. and 7.

4. Confidentiality

- A. WestEd and its contractors agree to take all necessary precautions to safeguard the data and comply with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended, (5 U.S.C. § 552).
- B. Personally Identifiable Information (PII) will only be used for the SST Study as identified in this MOU.
- C. WestEd will limit access to PII to only those individuals working on the SST Study who have legitimate interests in the PII and on a need-to-know basis.
- D. WestEd will take steps to maintain the confidentiality of PII at all stages of the SST Study.
- E. No individual shall be identifiable in any reports, publications, or other documents created by WestEd or its contractors with the use of data.
- F. WestEd will destroy all PII when it is no longer needed for the SST Study and no later than 60 days after the expiration of this MOU. The parties may amend the MOU to extend the time period if needed; however such amendment must be in accordance with Section 8.A of this MOU.
- G. In accordance with the data sharing policies of WestEd's prime funder, the US Department of Education, all de-identified data will be retained by WestEd beyond the conclusion of the SST Study and the term of this MOU, and may be shared with other researchers in the spirit of stimulating new advances in education research. Any third party wishing to use the de-identified data will be required to complete a Data Use Agreement with confidentiality terms similar to this MOU prior to gaining access to the de-identified data.

5. Definitions

- A. "Data" as used in this MOU refers to the following:

Student-level variables retrieved from the District - the variables below will be requested for individual students participating in the SST Study.

- Student name and school ID number
- IEP status (yes/no) (if applicable)
- Grade level
- Gender
- Ethnicity
- Scores on the SBAC Math and ELA assessments collected in 2020 and 2021
- Scores on the CELDT as applicable
- English Learner status
- Student eligibility for free- or reduced-price lunch or "economically disadvantaged" status (if applicable)
- Attendance records

- B. "Personally Identifiable Information" or "PII" as used in this MOU shall mean any information or data that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. PII includes but is not limited to any of the following: name, student identification number.



- C. "De-identified data" as used in this MOU shall mean data that has been stripped of all Personally Identifiable Information.

6. WestEd's responsibilities:

WestEd shall:

- A. Provide dedicated contact information for this research project. WestEd's contact information is:
Kylie Flynn
Senior Research Associate, STEM Program
WestEd
2470 Mariner Square Loop, Office 257
Alameda, CA 94501
Email: kflynn2@wested.org
Phone: 510-302-4282
- B. Use the data collected for the SST Study for research purposes only.
- C. Retain data in a place physically secure from access by unauthorized persons. Paper-based data will be stored in locked file cabinets. WestEd agrees that any computer or server on which electronic data reside will be password protected at all times. When not in immediate use, electronic data will reside in an encrypted remote server, and not on individual computers.
- D. Provide a secure, encrypted transmission method for storing and transferring the data.
- E. Inform parents of students about the SST Study and provide them with an opportunity to opt-out of having their student's data used in the study.
- F. Provide all participating treatment teachers with a stipend of \$1,000 for their time in collecting and providing data, as well as attending PD and completing weekly implementation logs. Provide all participating control teachers with an honorarium of \$710 for their time in collecting and providing data.
- G. Provide advance notice of all school visits and interviews.
- H. Provide participating teachers online professional development and access to SST curriculum and resources free of cost during the SST Study. Training and access to the SST curriculum and resources for up to 1 year will be provided to the participating control teachers, or other designated staff, after the study is completed if the district chooses.

7. District responsibilities:

The District shall:

- A. Designate a contact person to facilitate communications between the District and WestEd for coordinating the data transfer activities necessary to carry out this MOU. The District contact person is:

Name: Jason Sorich
Title: EdTech Administrator
Email: jason.sorich@arUSD.org
Phone: (408) 928-6528

- B. Collaborate with WestEd in the recruitment of 3rd grade teachers for the SST Study, and in securing the cooperation of principals for the study to take place at their school.
- C. Allow participating 3rd grade teachers to provide class rosters and screening information on the social skills of their students. WestEd will use this information to select a sub-sample of students at each participating school site for additional analyses.

- D. Allow participating 3rd grade treatment teachers to implement the S.S. GRIN platform in their classroom, using a class-wide implementation. Students will use S.S. GRIN once per week for approximately 30-45 minutes, for 11 weeks.
- E. Allow teachers, and other designated staff, to participate in the SST Study and in the SST online training sessions.
- F. Allow teachers to complete pre- and post- student rating scales on all participating children.
- G. Allow WestEd researchers to observe at selected school sites for the SST Study.
- H. Collaborate with WestEd, as needed, to facilitate the coordination of the data transfer.
- I. Agree to participate in data sharing for the entire SST Study.
- J. Provide demographic and other information for data gathering, including access to student assessment data for all participating students.

8. General Provisions

- A. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. Severability: The provisions of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provisions hereof.
- D. Dispute Resolution. The parties will attempt to settle any dispute, internally through good faith negotiations. The parties may agree to submit a dispute to non-binding mediation.
- E. Execution: Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.
- F. Entire Agreement. This MOU is the entire agreement between the parties relating to Cohort II of the SST Study. The MOU relating to Cohort I of the SST Study was entered into by the Parties and remains in effect and unchanged by this MOU. No other agreements, oral or written, have been entered into with respect to the subject matter of this MOU.

(Signature Page Follows)

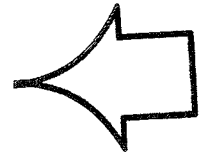


In witness hereof, the parties hereby execute this Memorandum of Understanding.

Alum Rock Union School District

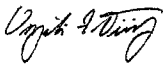
X _____
Authorized Signatory for Alum Rock Union School District

Date



Print Name: Hilaria Bauer, Ph.D.
Title: Superintendent
Email: hilaria.bauer@arusd.org

WestEd

X 
Authorized Signatory for WestEd
Virgilio F. Tinio, Jr.
Director of Grants and Contracts

May 28, 2020

Date


Please return this form via e-mail to kflynn2@wested.org



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

To: Hilaria Bauer, Ph.D., Superintendent

From: Efrain Robles

Re: Sytech Solutions Inc. 

Date: 07/29/2020

Company Background:

Sytech Solutions is located in Elk Grove, CA and has been in business since 2001. Its goal is to provide quality, reliable service to help businesses with technology solutions such as document management. Sytech offers 1DocStop, an on-line web based solutions for document management, archiving, scanning and retrieving. Sytech offers state of the art security with one way encrypted password, intrusion detection, geographic analysis, and automated response algorithms.

Description of services:

Sytech has been assisting the District with document management for several years now. It currently offers scanning, archiving, and indexing of our Home Income Surveys, Personnel Files, Independent Contracts and Certificates of Insurance. This system allows our various departments to more easily archive and access files.

As we move closer to going paperless, Alum Rock needs a platform for document management that includes scanning, archiving, document indexing, data base maintenance, management and reporting. We are recommending approval of a three-year agreement starting July 1, 2020 through June 30, 2022-23, renewed on a yearly basis, not to exceed \$10,000 per year.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Fiscal Services (School/Dept.)

VENDOR NO. 020861

Submitted by: Efrain Robles

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: Sytech Solutions, Inc

Address: 9362 Studio Ct City: Elk Grove State: CA Zip: 95758

Phone: (916) 381-3350 Email Address: cmorris@sytechsolutions.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2020 end date June 30, 2023

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

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

Sytech Solutions will provide a document management platform that includes scanning, archiving, document indexing, data base maintenance, management and reporting. Services include indexing of the Home Surveys required for LCFF Funding. 3yr agreement renewed annually.

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

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

☒ b. **Other:** \$ NTE \$10,000/year (describe rate agreement) Per attached pricing structure

(Master Contract) Additional funding based on department or specific scope of work.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
010	000	0	5846	00	1110	1000	000000	430	5030	\$10,000	<u>IR</u> <u>7/28/20</u>

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

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

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



07/24/20

Statement of Work

Project Title

Document Management Services

Client

Alum Rock Union Elementary School District

Overview

SyTech Solutions, Inc. (SyTech), a CMAS certified small business, will provide Alum Rock Union Elementary School District (ARUESD) with services as-needed to manage and electronically archive paper and electronic records. SyTech will provide the following services: document preparation/restoration, scanning, indexing, upload to 1DocStop, and courier service. Documents will be cataloged by index fields based on record type as specified by ARUESD. Services will take place at SyTech's Elk Grove facility.

SyTech Deliverables

SyTech will provide Client with document management and conversion services, including access to the records in a secure Azure-based online repository called 1DocStop. On-going database storage, support, and training will be provided.

Client Representative

Prior to the delivery of any services defined in this Statement of Work, Client will designate a representative. The Client Representative will be the person whom all SyTech communications will be addressed, and the person who has the authority to act for Client in all aspects of the project.

Client's Representative:

Efrain Robles
Director, Fiscal Services
Alum Rock Union Elementary School District
2930 Gay Ave
San Jose, CA 95127
Phone: (408) 928-6839

Resource Team

Project Manager: Casey Morris (916) 381-3010 ext. 224
Services/Technical Engineering: David Covey (916) 381-3010 ext. 229

Pricing

SyTech will incorporate prices given in quotations, and in the CMAS schedules for document conversion services, if desired.

Changes to SOW

Any changes to the scope of services shall be requested and approved by both parties in writing.

Terms & Conditions

Payment is due monthly 30 days after the invoice is generated.

Signature

CLIENT Representative

Date



SyTech Representative

7/24/2020

Date

PRICE QUOTE

SyTech Solutions, Inc.
8930 Big Horn Blvd
Elk Grove CA 95758
916.381.3010
Fax 916.381.3350
www.sytechsolutions.com

Customer: Alum Rock Union Elementary School District
Contact: Efrain Robles

20-0724
7/24/2020
Casey Morris
916.381.3010 x224
cmorris@sytechsolutions.com

Project Description

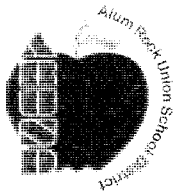
Pricing for SyTech's on-going Document Management Services.

Quantity	Units	Service or Product	Unit Price	Extended Price
	Instances	Courier Service	\$150.00	
	Hours	Document Preparation	\$17.00	
	Images	Document Scanning	\$0.055	
	Keystrokes	Indexing	\$0.005	
	Hours	Professional IT Services	\$95.00	
	Box	Document Destruction	\$6.00	
	Months	1DocStop - Document Management System & Hosting (1st Department)	\$350.00	
	Months	1DocStop - Document Management System & Hosting (Additional Department, per Department)	\$150.00	
	Hours	1DocStop Support	No Cost	
			Total	

The pricing specified above is based on the quantity estimated. Should the actual quantities change, pricing will be adjusted accordingly. SyTech offers additional technical services and support. A complete SyTech pricing list for service and installation upgrade options can be provided upon request. Pricing does not include any applicable taxes.

Alum Rock Union Elementary School District

Date _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal - Director of Maintenance, Operation & Transportation

Re: Contract Approval- Harry L. Murphy, Inc.

Date: July 28, 2020

Summary:

Harry L. Murphy, Inc. has been a very responsible and responsive company. Harry L. Murphy, Inc. will be removing the existing flooring and installing new flooring due to the health inspection request. The floors in the current state are breaking and are a safety issue due to the tripping hazard it can create for staff members in the kitchen.

Recommendation:

Staff recommends that the Board of Trustees approve the contract with Harry L. Murphy, Inc. for Sheppard Middle School - Kitchen in the amount of \$22,225.00 for the 2020 – 2021 fiscal year.

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: **HARRY L. MURPHY, INC.**

VENDOR NO: 12641

ADDRESS: 42 BONAVENTURA DR, SAN JOSE, CA 95134

FAX NUMBER: (408)955-1111

TELEPHONE NUMBER: (408)995-1100

TAX ID NUMBER:

E-Mail:

BOARD APPROVAL DATE: August 13, 2020

CONTRACT TERM: From: July 1, 2020 – June 30, 2021

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: Demo of existing flooring, and installation of new flooring at Sheppard Middle School - Kitchen. Project #: 5189
- 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	8500	000000	450	8131	\$22,225.00

Program Manager/Principal [Signature]

Date: 7/28/20

Supervisor _____

Date: _____

Fiscal Approval Maria Newton

Date: 7/28/2020

Accountant

Director of Fiscal Services [Signature]

Date: 7/28/20

Asst Supt, Bus Services Kol S

Date: 7/20/20

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:** \$22,225.00 FY 2020 - 2021



CONTRACTORS LICENSE # C-15 145985

NEW DIR # 1000004204 Exp. 6/30/2019

DATE	SALESPERSON
7/27/2020	Steven Stacy



Work Request

CUSTOMER	PROJECT
Company: ARUSD Address: 2930 Gay Ave, San Jose, CA 95127 Attn: Edgar Gudiel Phone # 408-426-0210 Email: edgar.gudiel@arUSD.org	Project Name: Sheppard Middle School Kitchen Address: 480 Rough and Ready Rd, San Jose, CA 95133 Project Contact: Phone Number:

UNION SHOP * BONDABLE PRICES * PRICE GOOD FOR 60 DAYS * APPRENTICESHIP TRAINING

SCOPE OF WORK

Have furniture lifted/moved, and demo existing flooring. Furnish/install new Altro 25 walkway sheet vinyl coved 8" and welded throughout. Work to be done during regular daytime hours.

SECTIONS:

ADDENDA:

Item	Amounts	Description	Break Down (If Required)
Altro	95 yds	Furniture Moving	\$ 3,700.00
		Floor Demo	\$ 4,875.00
		Altro Walkway/Install	\$ 13,650.00
Please call or email with any questions or concerns!			BASE PRICE \$ 22,225.00



Inclusions: Minimal prep (light sweeping, fill hairline cracks), install weekday hours (M-F 5:00am - 5:00pm).

Exclusions: Overtime/premium hours; demo of existing flooring; excessive prep work (floating, leveling, grinding, etc.); concrete vapor control, final sealing, waxing, protection and cleaning. and any phasing of the project outside that specified in the contract documents.

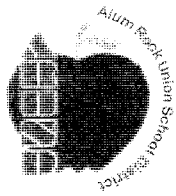
NOTE:

Concrete moisture testing is not included in this price. Costs for Relative Humidity and/or Calcium Chloride Tests are charged at \$100 per test.

Neither relative humidity nor calcium chloride test will not predict any future occurrence of moisture activity in the concrete, but will only give you a picture of the moisture content at the time of the test. Harry L. Murphy, Inc. is not responsible for any failures due to moisture.

Authorization of the proposal:

When the Owner/Owners Representative signs this proposal it will be treated as a binding contract. Only after Harry L. Murphy, Inc. receives a copy of this signed document will the process of submittals and ordering of material proceed. By signing this proposal, the owner/owners representative agrees to invoice terms of NET 30 DAYS.



ALUM ROCK

UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127

Phone: 408-928-6800

Fax: 408-928-6416

www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal - Director of Maintenance, Operation & Transportation

Re: Contract Approval- Harry L. Murphy, Inc.

Date: July 28, 2020

Summary:

Harry L. Murphy, Inc. has been a very responsible and responsive company. Harry L. Murphy, Inc. will be removing the existing flooring and installing new flooring due to the health inspection request. The floors in the current state are breaking and are a safety issue due to the tripping hazard it can create for staff members in the kitchen.

Recommendation:

Staff recommends that the Board of Trustees approve the contract with Harry L. Murphy, Inc. for Fischer Middle School - Kitchen in the amount of \$24,110.00 for the 2020 – 2021 fiscal year.

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: **HARRY L. MURPHY, INC.**

VENDOR NO: 12641

ADDRESS: 42 BONAVENTURA DR, SAN JOSE, CA 95134

FAX NUMBER: (408)955-1111

TELEPHONE NUMBER: (408)995-1100

TAX ID NUMBER:

E-Mail:

BOARD APPROVAL DATE: August 13, 2020

CONTRACT TERM: From: July 1, 2020 – June 30, 2021

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: Demo of existing flooring, and installation of new flooring at Fischer Middle School - Kitchen. Project #: 5196
- 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	8500	000000	450	8131	\$24,110.00

Program Manager/Principal

Date: 7/28/20

Supervisor

Date: _____

Fiscal Approval

Date: 7/28/2020

Accountant

Director of Fiscal Services

Date: 7/28/20

Asst Supt, Bus Services

Date: 7/30/20

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:** \$24,110.00 FY 2020 - 2021



CONTRACTORS LICENSE # C-15 145985

NEW DIR # 1000004204 Exp. 6/30/2019

DATE	SALESPERSON
7/27/2020	Steven Stacy



Work Request

CUSTOMER	PROJECT
Company: ARUSD Address: 2930 Gay Ave, San Jose, CA 95127 Attn: Edgar Gudiel Phone # 408-426-0210 Email: edgar.gudiel@arusd.org	Project Name: Fischer Middle School Kitchen Address: 1720 Hopkins Dr, San Jose, CA 95122 Project Contact: Phone Number:

UNION SHOP * BONDABLE PRICES * PRICE GOOD FOR 60 DAYS * APPRENTICESHIP TRAINING

SCOPE OF WORK

Have furniture lifted/moved, and demo existing flooring. Furnish/install new Altro Walkway 20 sheet vinyl coved 8" and welded throughout. Work to be done during regular daytime hours.

SECTIONS:

ADDENDA:

Item	Amounts	Description	Break Down (If Required)
Altro	108 yds	Furniture Moving	\$ 3,700.00
		Floor Demo	\$ 4,875.00
		Altro Walkway/Install	\$ 15,535.00
Please call or email with any questions or concerns!		BASE PRICE	\$ 24,110.00



Inclusions: Minimal prep (light sweeping, fill hairline cracks), install weekday hours (M-F 5:00am - 5:00pm).

Exclusions: Overtime/premium hours; demo of existing flooring; excessive prep work (floating, leveling, grinding, etc.); concrete vapor control, final sealing, waxing, protection and cleaning. and any phasing of the project outside that specified in the contract documents.

NOTE:

Concrete moisture testing is not included in this price. Costs for Relative Humidity and/or Calcium Chloride Tests are charged at \$100 per test.

Neither relative humidity nor calcium chloride test will not predict any future occurrence of moisture activity in the concrete, but will only give you a picture of the moisture content at the time of the test. Harry L. Murphy, Inc. is not responsible for any failures due to moisture.

Authorization of the proposal:

When the Owner/Owners Representative signs this proposal it will be treated as a binding contract. Only after Harry L. Murphy, Inc. receives a copy of this signed document will the process of submittals and ordering of material proceed. By signing this proposal, the owner/owners representative agrees to invoice terms of NET 30 DAYS.



ALUM ROCK

UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127

Phone: 408-928-6800

Fax: 408-928-6416

www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation & Transportation

Re: Contract Approval- Harry L. Murphy, Inc.

Date: July 28, 2020

Summary:

Harry L. Murphy, Inc. has been a very responsible and responsive company. Harry L. Murphy, Inc. will be abating and installing new flooring to provide a safe work environment for staff members at the Presley building located at Chavez Elementary School. We are preparing for the special education assessment center to relocate to this building once it is complete.

Recommendation:

Staff recommends that the Board of Trustees approve the contract with Harry L. Murphy, Inc. for Chavez Elementary School – Presley building in the amount of \$25,745.00 for the 2020 – 2021 fiscal year.

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: **HARRY L. MURPHY, INC.**

VENDOR NO: 12641

ADDRESS: 42 BONAVENTURA DR, SAN JOSE, CA 95134

FAX NUMBER: (408)955-1111

TELEPHONE NUMBER: (408)995-1100

TAX ID NUMBER:

E-Mail:

BOARD APPROVAL DATE: August 13, 2020**CONTRACT TERM:** From: July 1, 2020 – June 30, 2021

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: Demo and abatement of old flooring, and installation of new flooring at Chavez Elementary School – Presley Building. Project #: 5178
- 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	8500	000000	450	8131	\$25,745.00

Program Manager/Principal [Signature]Date: 7/28/20

Supervisor _____

Date: _____

Fiscal Approval [Signature]Date: 7/28/2020

Accountant

Director of Fiscal Services [Signature]Date: 7/28/20Asst Supt, Bus Services [Signature]Date: 7/30/20

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:** \$25,745.00 FY 2020 - 2021



CONTRACTORS LICENSE # C-15 145985

NEW DIR # 1000004204 Exp. 6/30/2019

DATE	SALESPERSON
5/13/2020	Steven Stacy



Work Request

CUSTOMER	PROJECT
Company: Alum Rock Union Elementary School District Address: 2930 Gay Ave. San Jose, CA 95127 Attn: Edgar Gudiel Phone # 408-426-0210 Email: edgar.gudiel@arUSD.org	Project Name: Cesar Chavez Elementary School- Presley Address: 2000 Kammerer Ave. San Jose, CA Project Contact: Phone Number:

UNION SHOP * BONDABLE PRICES * PRICE GOOD FOR 60 DAYS * APPRENTICESHIP TRAINING

SCOPE OF WORK

Abate areas containing VAT and furnish/install new vct/6"rubber base throughout during regular daytime hours. Includes Add Alt for installation of sheet vinyl covered 6"/welded in kitchen and men's bathroom.

SECTIONS:

ADDENDA:

Item	Amounts	Description	Break Down (If Required)
VCT	18 ctns	Armstrong SE: Charcoal	
Base	400 ft	Burke 6" Topset: Black	
		Base Price:	\$ 5,500.00
		Abatement:	\$ 10,140.00
		Add Alt for Sheet Vinyl in Kitchen:	\$ 4,130.00
		Add Alt for Sheet Vinyl in Men's Room:	\$ 3,635.00
		Add Alt for Abatement in Kitchen and Men's Room:	\$ 2,340.00
Please call or email with any questions or concerns!			
			BASE PRICE \$ 25,745.00



Inclusions:

Minimal prep (light sweeping, fill hairline cracks), install weekday hours (M-F 5:00am - 5:00pm).

Exclusions:

Overtime/premium hours; demo of existing flooring; excessive prep work (floating, leveling, grinding, etc.); concrete vapor control, final sealing, waxing, protection and cleaning, and any phasing of the project outside that specified in the contract documents.

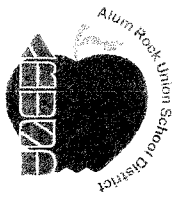
NOTE:

Concrete moisture testing is not included in this price. Costs for Relative Humidity and/or Calcium Chloride Tests are charged at \$100 per test.

Neither relative humidity nor calcium chloride test will not predict any future occurrence of moisture activity in the concrete, but will only give you a picture of the moisture content at the time of the test. Harry L. Murphy, Inc. is not responsible for any failures due to moisture.

Authorization of the proposal:

When the Owner/Owners Representative signs this proposal it will be treated as a binding contract. Only after Harry L. Murphy, Inc. receives a copy of this signed document will the process of submittals and ordering of material proceed. By signing this proposal, the owner/owners representative agrees to invoice terms of NET 30 DAYS.



ALUM ROCK

UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127

Phone: 408-928-6800

Fax: 408-928-6416

www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal - Director

Re: Contract Approval- McKinley Elevator Corporation 

Date: July 24, 2020

Summary:

McKinley Elevator Corporation has been a reliable and responsive company that has worked with the district for a few years. The District is required to provide inspections of ADA Lifts as regulated by the State. These lifts are required by law and must be inspected in order to assure the safety of our students and staff members at various sites district-wide.

Recommendation:

Staff recommends that the Board of Trustees approve the contract with McKinley Elevator Corporation in the amount of \$7,500.00 for the 2020 – 2021 fiscal year.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Maintenance (School/Dept.)

VENDOR NO. 18744

PROGRAM MANAGER: Ed Villarreal - Director

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: McKinley Elevator Corporation

Address: 17611 Armstrong Ave City: Irvine State: CA Zip: 92614

Phone: (949) 261-9244 Email Address: _____

SSN: _____ or Fed I.D. #: 55-0880265

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2020 end date June 30, 2021

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

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

Provide required inspections of all accessible lifts and ADA lifts as regulated by the state district - wide.

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

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

☒ b. **Other:** \$ 7,500.00 (describe rate agreement) _____

Budget code: 050-8150-0-5815-00-0000-8100-000000-450-8130

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
				\$7,500.00		

H. Newton
7/28/2020

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



SERVICE AGREEMENT

Wheelchair Lift

We agree to inspect and service your equipment as described on the Service Check List. No repair or service other than normal schedule service shall be performed without first acquiring authorization from your company. If necessary repairs are authorized at the time of normal maintenance, this work shall be performed at the current hourly labor rate.

Scheduled service rates are based on performing the service on all units on a one (1) trip basis. Charge for the regular Scheduled Service Program is per unit per call. The customer will be billed after each service call. Additional service calls not scheduled under this agreement will be billed at the prevailing rate.

McKinley Elevator Corporation employs trained technicians. All inspections and adjustments covered by this agreement will be made in a workmanlike manner, however as all machinery is subject to wear and tear and various working conditions, over which McKinley Equipment Corporation has no control, we disclaim any responsibility for injury to persons or property, either directly or indirectly by reason of accidents caused by the equipment under this agreement.

It is presumed that the customer will cooperate with our servicemen in providing a clear working area for servicing of equipment.

This agreement, when signed by your company, shall remain in force until cancelled by either your company or McKinley Elevator Corporation. This is a 3 year contract.

Calls Scheduled every: **180 Days** **Cost: \$200 Each** 15 Units
 Current Bill Rate is \$191 per hour

We hereby contract to render service described on the following Wheelchair Lift(s):

Make	Model	Serial No.	Capacity
WCL	Vertical		750lbs

17611 Armstrong Avenue
 Irvine, California 92614
 949-261-9244
 Fax: 949-955-3875

555 Fulton Street, Suite 202
 San Francisco, California 94102
 415-626-9951
 Fax: 415-626-9954

Wheelchair Lifts

Power Requirements:

Voltage (Under Load) _____ (Static) _____

Amps (Under Load)

Drive Cabinet:

Check bolts securing drive cabinet and base.

Tighten securely.

Check belt tension

Check lift nut assembly

Check cam rollers

Check wear pads for excessive wear

Check travelling and reel (units 96 - 144)

Inspect motor and shaft pulleys

Autolube activation date

Replace when empty (est. 2 years)*

Check Acme screw, verify alignment

Inspect and lubricate bearings, upper and lower

Platform:

Check fastening of cable harnesses on platform
side of handrail

Check main station up/down control and
emergency stop/alarm button* for external damage

Check alignment of platform & doors

* If equipped

Doors:

Check interlock switches for proper operation

A. Door Interlock (Folger-Adams, Gal, etc.)*

B. Door Electro-Mechanical Lock

(National Wheel-O-Vator Style)

Check operation of door spring hinge

Check operation of delay action closure*

Check operation of keyed deadlatch*

Safeties and Operation:

Check operation of the following safety devices

Under platform safety pan

Limit switch

Emergency stop/alarm

Check operation of these lift features:

Key switches at each call station and on platform

Call/Send controls at each call station and on
platform

Hinge of flip-up ramp

Check operation of these optional features:

Remote bell system

Battery back-up alarm only

24 VDC Battery operated system

Other

Accepted by McKinley Elevator Corporation

Date: 5-4-2020



By: Scott Moon 949-735-0401 cell

Customer: Alum Rock School District

Sign Here: _____

Address: 2930 Gay Ave.

City: San Jose, CA 95127

Phone: 408-928-6865

Email: gloria.rocha@arUSD.org

Contact: Gloria Rocha



ALUM ROCK

UNION ELEMENTARY SCHOOL DISTRICT


2930 Gay Avenue, San José, CA 95127

Phone: 408-928-6800

Fax: 408-928-6416

www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Operations Manager 

Re: Contract Approval for Peg (Margaret) Geringer

Date: June 25, 2020

Summary:

It is necessary for the District to maintain the Districts School Bus Drivers First Aid certification. Peg has serviced the district bus drivers since 2010. Services also includes the certification of Adult and Child CPR, Epi-Pen and AED certification.

Recommendation:

Staff recommends that the Board of Trustees approve the 3- year contract with Peg Geringer in the amount of \$6,000.00 and not to exceed \$2,000.00 for each year for the duration of master contract.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
 FROM: Transportation (School/Dept.) VENDOR NO. 20638
 PROGRAM MANAGER: Michelle Barron

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: Peg Geringer
 Address: 326 Surber Drive City: San Jose State: CA Zip: 95123
 Phone: (408) 499-9445 Email Address: Pgeringer@earthlink.net
 SSN: _____ or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 07/01/2020 end date 06/30/2023
 3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

*****Multi Year Service Contract*****

Provide First Adult and Pediatric Aid / CPR and AED training for School Bus Drivers
Registry EMT #E032501

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

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

X b. **Other:** \$ per person (describe rate agreement) \$6,000.00, NTE \$2,000.00 per year

5. **BUDGET CODE:** 010 0000 0 5815 00 1110 3600 000000 470 3270

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
<u>010</u>	<u>000-0-8515</u>	<u>00-1110-3600</u>	<u>00000</u>	<u>470-3270</u>		<u>M. Newton 7/16/20</u>

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Peg Geringer
326 Surber Drive, San Jose, CA 95123
408-499-9445 (C)

June 9, 2020

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

Dear Sir or Madame,

Prices for various classes:

First Aid	2 hours	\$60 per person
CPR, First Aid, AED	4 hours	\$90 per person

I also provide classes for School Secretaries, Nurses and Health Clerks.
Please let me know if I can be of further service to you.

Take care and stay well.

Sincerely,

A handwritten signature in cursive script that reads "Peg Geringer".

Peg Geringer, BS, MS EMT

Margaret 'Peg' Geringer
326 Surber Drive, San Jose, CA 95123

Experience:

**Good Samaritan Hospital, 2425 Samaritan Drive, San Jose, CA
2019-present. Childbirth Educator Women's Services, Instructor**

**Volunteer at American Red Cross, 2731 North First Street, San
Jose, CA 1972-present. Chair of the First Aid Services Team
2006-2017; member of Disaster Health Services; 'Volunteer of the
Year'; Presented with the Clara Barton Award for Meritorious
Leadership, 2017**

**Oak Grove School District, Herman and Bernal Intermediate,
6610 San Ignacio Ave., San Jose, CA 1972-2006. Science, Taking
Care of Business, Guidance, Health Education and CPR First Aid
Instructor, Retired, 2006; Author; designed, developed and
implemented the TCB, 'Taking Care of Business' curriculum;
received the 'Glenn Hoffman Exemplary Program' award;
awarded two 'Classroom Teacher Instructional Improvement
Program' grants; 'Outstanding Science Teacher' from Synopsys
Outreach Foundation; Editor of OGEA Sounds newspaper;
Mentor Teacher; Peer Support Provider; Faculty Associate;
member of Key Planners; Health Liaison; Teacher Union
representative; member of School Safety Committee; Science
Department Chairperson; summer school teacher
Coordinator/Principal; Disaster Preparedness and Code Red
Coordinator; member National Science Teachers Association;
received 'Communication' Vision Award from Oak Grove School
District; awarded the 'Owl' award from Oak Grove Educators
Association**

**California Polytechnic State University, San Luis Obispo, CA
1971-72 Women's Physical Education Dept., Associate Professor
and advisor, taught Dance**

**Craven County Schools, Havelock High School, Havelock, NC
1970-71 Biology and Physical Science**

Charter Oak High School, Covina, CA 1967-1969 Physical Education, in charge of the Drill Team and dance programs

Education:

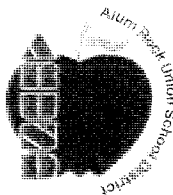
**California Polytechnic State University, San Luis Obispo, CA
1971-1972 Master of Science, Physical Education**

**California State Polytechnic University, Pomona, CA 1966-1967,
Bachelor of Science, Biological Science and Physical Education**

Summary:

CPR, First Aid and Emergency Response instructor; EMT; member of DART (Disaster Aid Response Team) for the Los Gatos Monte Sereno Police Department; Notary Public; proctor and substitute teacher for Foothill College with the Emergency Medical Response classes. Subject in 'Who's Who of American Women';

References: Will be furnished upon request.



ALUM ROCK

UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127

Phone: 408-928-6800

Fax: 408-928-6416

www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation & Transportation

Re: Contract Approval- San Jose Window Shade

Date: July 20, 2020

Summary:

It is necessary for the District to furnish, install and maintain adequate window shades for all classrooms in order to provide proper method of adjusting the exterior ambient lighting within a classroom environment.

Window Shade Company was selected for its high quality products and competitive pricing. In addition, Window Shade Company was the only vendor that could match exiting black out blinds. The new and improved shades are cost effective and represent a cost savings investment for the District. The Window Shade Company is a reputable and reliable company known for high quality and durability and will serve the needs of the District.

Recommendation:

Staff recommends that the Board of Trustees approve the Contract for San Jose Window Shade in the amount of \$14,000. for fiscal year 2020-2021.

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: SAN JOSE WINDOW SHADE CO.

VENDOR NO: 21763

ADDRESS: 334 Royal Avenue, San Jose, CA. 95126

FAX NUMBER:

TELEPHONE NUMBER: 408-295-1235

TAX ID NUMBER:

E-Mail: www.sanjosewindowshade.com

BOARD APPROVAL DATE: August 13, 2020

CONTRACT TERM: From: July 1, 2020 -- June 30, 2021

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: Standardizing Window Blinds district-wide.
- 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	\$14,000.00

Program Manager/Principal

Date: 7/21/20

Supervisor

Date: _____

Fiscal Approval
Accountant

Date: 7/21/20

Director of Fiscal Services

Date: 7/21/20

Asst Supt, Bus Services

Date: 7/23/20

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:** \$14,000.00 FY 2020-2021

San Jose

WINDOW SHADE COMPANY**" Your Complete Window Covering Center "**

PHONE: (408) 295-1235 FAX: (408) 295-1070

Address: 334 Royal Ave, San Jose, CA, 95126

Website: sanjosewindowshade.netEmail: sjshade1@sbcglobal.net

TO: Alum Rock Union School District
ADDRESS: 2930 Gay Ave, San Jose, CA 95127
TEL:
EMAIL:
DATE: 7/22/20
RE: Scope of work

This scope of work is to furnish and install the following window treatments:

1. Sunscreen roller shades in 5% openness factor with fascias for windows with size 46" X 48"

Total price for the product	\$291.06
Total tax	\$26.92
Total installation per shade	\$30.00
Total freight per shade under 96" in width	\$7.00
Total freight per shade over 96" in width	\$96.00

2. Blackout roller shades with fascias for size 91" X 132"

Total price per shade	\$1,273.80
Total tax	\$117.83
Total freight per shade under 96" in width	\$7.00
Total freight per shade 96" or over in width	\$96.00
Total installation per shade	\$30.00

Price per shade is based on window sizes



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

PURCHASING
JUL 10 2020 PM 4:43

P.O. No. _____ Contract No. 216003 Contract Original Amount: \$33,750

Vendor Name: Cambium Learning INC. Vendor No. 016138

Please check:

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

CONTRACTS ONLY

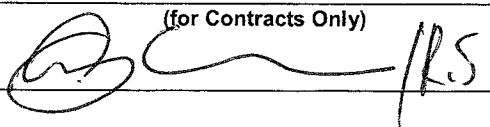
Change Orders:
 Contracts Original Amount \$33,750
 Change Order #: 1 \$+4,500
 Change Order #: _____ \$ _____
 Change Order #: _____ \$ _____

New Contract Total \$38,250
 (including Change Orders)

FD	RESC	PY	OBJECT	SUB- OBJ	GOAL	FCTN	COST- CNTR	LOC	PROG	\$AMOUNT	PRG. TITLE	BUS. OFC
060	0000	0	5815	00	1110	1000	000000	305	1461	+4,500	<i>JK</i>	<i>7/10/2020</i>
	0000	0		00			000000					

Reason for Adjustment:

Additional professional training for TransMath 3rd edition 10-24 Day package.

School/Dept.: <u>Special Education</u>	Requested by: <u>LeAnne Depew</u>
Approval: _____ (for Contracts Only) 	Assistant Superintendent of Business Services
	Program Manager
	Purchasing Manager
Date Requested: _____	Date Entered: _____ Entered By: _____

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



Voyager Sopris Learning
Cambium Learning Group, Inc.
Attn: Order Entry Department
17855 Dallas Pkwy, Suite 400
Dallas, Texas 75287
Phone: (800) 547-6747
Fax: (888) 819-7767
Email: CustomerService@voyagersopris.com

Quote Number 00080879
Created Date 4/1/2020

Quote To Anthony Colonna
Phone (408) 928-8392
Email anthony.colonna@arUSD.org

Bill To Name Alum Rock Elem School District
Bill To 2930 Gay Ave
San Jose, CA 95127
US

Ship To Name Alum Rock Elem School District
Ship To 2930 Gay Ave
San Jose, CA 95127
US

Sales Executive

Renee Clark
(650) 520-4345
renee.clark@voyagersopris.com

Description	Product Code	Quantity	Sales Price	Total Price
TransMath 3rd ed. 10-24 Day Package	347338	2.00	\$2,250.00	\$4,500.00

Total Price	\$4,500.00
S&H	\$0.00
Tax	\$0.00
Total Due	\$4,500.00

Comments

All academic school year licenses begin August 1 and end July 31. Licenses may expire at a later date if a multi-year deal is purchased; the expiration date will be noted at the time of receiving the Purchase Order.

- * Support Services purchased (days, webinar & virtual hours) will expire 12 months from the received date of the Purchase Order.
- * A contact name and email address are required for all products with digital components.
- * All Summer licenses begin May 1 and end July 31.

*Add sales tax for your state (from subtotal) if applicable. Taxes on quote are an estimate only and are subject to change when the order is placed.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: State & Federal Dept. (School/Dept.)

VENDOR NO. _____

PROGRAM MANAGER: Sandra Garcia

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: Cityspan

Address: 2054 University Ave 5th Flr City: Berkeley State: CA Zip: 94704

Phone: (510) 665-1700 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021

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

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

Cityspan supports the Alum Rock Union School District with management of attendance data for all ASES and extended day programs. Cityspan provides training and support on attendance reporting software.

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

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

X b. **Other:** \$ 14,500.00 (describe rate agreement) _____

5. **BUDGET CODE:** 060-6010-0-5896-00-1110-1000-000000-360-1386

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
06	360	1386-1	5896	14,500.00	ASES	<i>JH 7/21/2020</i>

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

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

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

CITYSPAN LICENSE AGREEMENT

This AGREEMENT, dated July 16, 2020, is made between **Cityspan Technologies, Inc.** (“Licensor”) with principle place of business at **2054 University Avenue, Fifth Floor, Berkeley, CA 94704** and **Alum Rock Union Elementary School District**, (“Licensee”) an organization with a principle place of business at **2930 Gay Avenue. San Jose, CA 95127.**

1. Introduction.

This Agreement sets forth the responsibilities of the Licensor to customize and make available Software to support the Alum Rock Union Elementary School District’s and the Licensee’s rights to use the Software.

2. License

Grant of License. Subject to the terms and conditions of this Agreement, Licensor grants Licensee a perpetual, exclusive, non-transferable license to use the software. This agreement can be renewed annually by payment of the appropriate annual license fees.

3. Term of Agreement

The term of this Agreement shall be July 1, 2020 – June 30, 2021 or until terminated according to terms and conditions stated in Section 10: “Termination.”

4. Customization

A. Licensor agrees to customize the software to meet the Licensee’s functional specifications.

B. Licensor shall retain title and ownership of custom modifications.

5. Ownership of Data

A. The Licensee shall own all data entered into the database. Licensee may request a copy of the data at any time. Upon termination of this Agreement, Licensee may obtain a copy of the original data.

B. Licensor will make available a data export tool that provides Licensee with on-demand access to system data.

6. Ownership of Software

- A. The Licensor represents and warrants that it owns the Software and all related documentation.
- B. The Licensor represents and warrants that the Software and all related documentation will not infringe upon the intellectual property rights of any other person.
- C. The Licensor will defend, indemnify and hold the Licensee harmless from and against any loss, cost and expense that the Licensee incurs because of a claim that use of the Software infringes any United States copyright of others.

7. Fees

A. Licensing and User Support

A fee will be charged for licensing the software, hosting it at Cityspan's data center and providing user support. The fee covers costs related to server hardware maintenance, internet connectivity, security monitoring and help desk operations. Cityspan's help desk provides toll-free phone and email-based support to users during business hours (M-F, 8AM-5PM PST). Support requests will be met within one business day.

Pro-rated Cost: (25 sites @ \$400/site/year) = \$10,000.00

B. Project Management

A project management fee will be charged to cover costs associated with meetings, email and phone communications between Licensee and Cityspan. Management tasks include requirements planning, oversight of custom development, monitoring of user feed-back and periodic status reports. Project management time is billed at \$125 per hour. Cityspan estimates 10 hours of project management time.

Cost: (10 hrs @ \$125/hour) = \$1,250

C. Data Integration

A fee will be charged for the maintenance of the data integration that is in place between Client's District database and Cityspan.

Cost = \$2,500

D. Training

Cityspan will provide 1 in person training. Webinar trainings may be requested at a separate cost of \$175 each.

- | | | | |
|-----|----------------------------|----------|--------------|
| E.1 | In Person | training | = \$750 |
| E.2 | Additional online webinars | | = \$175/each |

E. Read Only – Old System

Cityspan will convert old system to read-only and provide client with read-only access to run reports. Read-only License will be through 2022.

Cost: already paid

Fee Summary

Site Licenses	\$10,000.00
Project Management	\$1,250.00
Uploads	\$2,500.00
Training	\$175.00
<hr/>	
Total	\$13,750.00

Total Fees

The total cost of fees to be paid by Licensee under this agreement shall be up to but not exceed \$13,750.00.

8. Payment Schedule

Licensor will submit invoices to Licensee at least 15 days prior to payment due dates. Fees will be billed according to the following schedule.

Due: August 31, 2020
 Site License Fee = \$10,000
 Project management = \$1,250
 Data Integration = \$2,500
 Training = \$175

 Total: \$13,750

9. Confidentiality

Licensor will not knowingly disclose to any third person, and will not, except in the performance of this Agreement, use any non-public information it obtains about the Licensee's activities, businesses, records or finances. This prohibition does not apply to any information that (a) is or becomes known to the public without the fault of or breach by the Licensor; (b) the Licensee regularly discloses to others without restrictions on disclosure; or (c) the Licensor obtains from another person without restriction on disclosure and without breach by the other person of a non-disclosure obligation.

10. Termination

This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice to the Licensor. In the event of such a cancellation, Licensor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

11. Inability to Provide Service

If Licensor should cease to operate as a business, Licensor shall transfer to Licensee a non-proprietary copy of the software for Licensee's internal use. The transfer of software shall occur within 30 days of receipt of a written request from Licensee. The Licensor will own and retain all proprietary rights in the Software, Documentation and the Users Manual.

12. Other Remedies.

The right of either party to terminate this Agreement under this Section 10 shall not be deemed an exclusive remedy, and either party shall be entitled to any other rights and remedies it may have.

13. Amendments

This Agreement may be amended only in writing signed by both parties.

14. Notices

Any notice required or permitted to be given by this Agreement shall be in writing and addressed as set forth below and (i) delivered in person, which shall be effective on the date of delivery; (ii) sent by registered or certified mail, return receipt requested, which shall be effective on the date of delivery set forth on the return receipt; (iii) sent by overnight courier, which shall be effective on the date of delivery set forth in the courier's records. Either party may change the address for giving notice under this section by sending the other party a written notice under this section.

If to the Licensor:
Cityspan Technologies
2054 University Ave. 5F
Berkeley, CA 94704
Attention: Mark Min

If to the Licensee:
Alum Rock Union Elementary School District
2930 Gay Avenue.
San Jose, CA 95127

15. Governing Law

This Agreement shall be governed and interpreted by the laws of the State of California, without reference to conflicts of laws rules. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Alameda County, California.

16. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance of any of its obligations under this Agreement if the delay or failure is caused by acts of God or other circumstances or events beyond its reasonable control, provided that the delayed or failing party shall have made all efforts reasonable under the circumstances to avoid or mitigate the effects of the delay or failure.

17. No Other Agreements

This Agreement, including without limitation the Customization Request to be attached to this Agreement, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, promises and representations, whether written or oral, with respect to the subject matter of this Agreement.

18. Independent Contractor

The Licenser is an independent contractor under this Agreement and is solely responsible for payment of the wages and benefits of its employees who provide services to the Licensee under this Agreement, and nothing in this Agreement shall be deemed to create a partnership, joint venture or other association between the parties.

19. Assignment

Licenser shall neither assign nor transfer any rights or obligations under this Agreement without prior written consent of Licensee.

20. Liability.

Licenser agrees to indemnify and save and hold the Licensee, its representatives and employees harmless from any and all claims or causes of action, including attorney's fees incurred by the Licensee, arising from the performance of this Agreement by Licenser or Licenser's agents or employees. This clause shall not be construed to bar any legal remedies Licenser may have for the Licensee's failure to fulfill its obligations pursuant to this Agreement.

21. Counterparts.

This Agreement may be executed in any number of counterparts, signed by one or both of the parties, but all such counterparts shall constitute together a single agreement.

Cityspan Technologies

By 

Mark Min

CEO

Alum Rock Union Elementary School District

By

Hilaria Bauer, Ph.D.,

Superintendent



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: State & Federal Dept. (School/Dept.)

VENDOR NO. 18638

PROGRAM MANAGER: Sandra Garcia

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: Language People Inc.

Address: 38750 Sky Canyon Dr. Ste# C City: Murrieta State: CA Zip: 92563

Phone: (707) 538-8900 Email Address: merickson@languagepeople.com

SSN: _____ or Fed I.D. #: 80-00016732

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021

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

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

Language People Inc., will provide additional interpretation and translation services in Spanish, Vietnamese and other languages on "as needed" basis to support/increase parent involvement in the Alum Rock Union School District.

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

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

X b. **Other:** \$35,000.00 (describe rate agreement) Special Ed: \$27,000.00

State & Federal: \$8,000.00

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
010-	0000-0-5815-	00-1110-1000-	000000-	305-1140	\$27,000.00	
010-	0000-0-5815-	00-1110-1000-	000000-	360-5420	\$8,000.00	<i>gvr</i>

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

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

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



Fees for Services Agreement

This Agreement for Service shall be between Language People, Inc. and Alum Rock USD (hereinafter "CLIENT").

Service Contact

Company: Alum Rock USD

Address: 2930 Gay Ave.
San Jose, CA 95127

Contact: Sandra Garcia
Title: Director of State & Federal Programs

Email: Sandra.Garcia@arUSD.org

Phone: 408-928-6935

Fax: 408-928-6404

Billing Contact

Company: Alum Rock USD

Address: 2930 Gay Ave.
San Jose, CA 95127

Contact: Elisa Ugapo
Title: Administrative Assistant State & Federal Programs

Email: elisapeta.ugapo@arUSD.org

Phone: 408-928-6932

Fax: 408-928-6404

Thank you for contacting Language People, Inc. regarding language services. The quote in this Fee for Services Agreement is valid for 30 days from the time of receipt. Once signed by both parties, this Agreement will become the contract between Language People, Inc. and CLIENT regarding such services for **twelve (12)** months from the date signed.

Please note that a signature on this document does not bind or obligate CLIENT to utilize every service listed, but rather simply provides a written understanding that in the event a representative of CLIENT requests any type of service documented here, that financial obligations associated with those requests are understood and agreed to.

Services Provided by Language People, Inc.

Page

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Over-the-Phone Interpreting (OPI)	3
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Face-to-Face Interpretation

On-site Interpretation (Face-to-Face):

LP will send interpreters to appointments at the times and locations specified by CLIENT to interpret between staff and their clients. This type of service also includes interpretation of small group meetings where simultaneous or conference interpretation is not necessary. Interpreter's minimum hours shall include travel time from specified beginning location to County's specified address. In no event shall interpreter's minimum hours be less than two (2) hours (interpreting and travel combined).

Spoken Language Interpreters:

Spoken language interpreters assigned to appointments, conferences, etc. greater than two (2) hours in length shall receive a fifteen (15) minute break every two (2) hours.

American Sign Language Interpreters (ASL):

ASL interpreters shall receive a fifteen-minute break after each hour of service. For all ASL appointments beyond one hour, team interpreters must be used (two interpreters). Any exceptions to Teamed Interpreting requirements will be evaluated on a case by case basis by LP dispatchers and consultants and shall only be at the discretion of Language People.

Minimum Appointment: Two Hours

Every appointment will be billed a minimum of two hours. Hours will be billed in hourly increments beyond two hours. A grace period of five minutes at the end of the hour is allowed to "wind up" your appointment. If the appointment continues beyond the grace period, the next billed increment will be charged.

Rates Per Interpreter:

Qualified Interpreter rates are as follows:

1 hour spoken language interpreting (Common):	\$90.00*
1 hour spoken language interpreting (Rare):	\$100.00**
1 hour ASL interpreting*:	\$105.00*
Cancellation Charge (less than 24 hour notice)	Full Charge for Scheduled Appointment
Unscheduled appt. (Less than 24 hour notice)	\$35.00 per hour additional*
Weekend or After Business Hours	\$35.00 per hour additional*

**Rates are for Medically Tested and Qualified Interpreters. ASL Interpreters are RID/NAD/Qualified and tested in ASL and medical terminology.*

***Rare and/or certified interpreter rates may be higher and vary depending on assigned interpreter, their credentials, and date of availability. These rates will be provided at the time interpreter is scheduled.*

Services are available throughout the US.

Medical Interpreters:

LP Medical interpreters provided to CLIENT are SB853/JC compliant and HIPAA trained and tested interpreters. They are tested and trained Medical Interpreters, with proficiency in Medical Terminology and General Terminology in their languages of service. ASL Interpreters are RID/NAD/Qualified and tested in ASL and medical terminology.

Certified Legal Interpreting:

LP Legal interpreters are court-certified and court-qualified linguist professionals who are chosen for each assignment, not only on the basis of their proficiency in both source and target languages, but also in the specialized, field-specific knowledge they possess. Certifications for court appearances and depositions vary from state and federal/supreme court jurisdictions. Rates vary due to the unique situation of each assignment's requirements and must be quoted based on the individual project.

Mileage Charges:

Mileage will be charged for total miles at current IRS published rate for travel to and from your facility.

Customer Support

Our office is available to you 24-Hours a day, seven days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.



Over-the-Phone Interpreting (OPI)

LP will provide telephone interpreters to CLIENT at the following rates:

Basic Telephone Interpreting:

Weekdays (M-F 8 AM – 6 PM)	\$2.50 per minute
Evenings (6 PM to 8 AM), Weekend & Holidays	\$3.50 per minute
Minimum time charge per call	10 minutes
After-hours Connection Fee (evenings, weekends, holidays)	\$20.00

Specialty Telephone Interpreting Services:

One-time Customer Set-up Fee	\$50.00
Training on Phone System	6 Hours - No Charge
Additional Training/Support	\$75.00 per hour

For a complete list of languages available and more information regarding telephone interpreting, refer to the following page or contact your sales associate for more details and options.

Information/Language Identification Cards

LP will provide four copies of Language Identification Cards at no cost. Additional copies are \$1.00 each. These helpful cards are used to identify by written word which language an individual recognizes as the written version of the spoken language they wish to communicate in.

Operator Time/Customer Assistance

LP operators can assist in identifying language spoken, or in helping to conference third-parties into the phone system. They can also answer other questions. Time spent with the Operator is charged at the minute rate, and is considered part of the interpretation call. Some questions may be part of the no-cost training on use of the phone system.

Training and Technical Support

LP will provide to Customers up to six hours of introductory training in the use of the telephone system per year, and customers receive up to four hours per year. Additional time is charged at \$75.00 per hour.

Customer Support

Our office is available to you 24-Hours a day, seven days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

Recording Conversations for Client Records

Interpreted phone calls may be recorded and saved upon request of the CLIENT. Call recording requests must be made in advance of the actual interpreted call, and extra fees apply.

Trained Customer Support Representatives

For an additional fee, LP interpreters will be trained in Customer's policies and businesses processes, and perform the task of Customer Support Representatives on behalf of Customer. In this level of service, we answer the telephone and field questions in language exactly as your own customer support representatives would do. Customer can train our staff in the use of their proprietary data collection and customer support tools, so that our staff seamlessly integrates with your own English-speaking customer support staff. This service frees up your personnel to do other tasks (they do not have to be on the line with our staff, the LP interpreter/CS rep does the work for them!). Please ask your salesperson to provide you with a custom quote for this level of service.



Partial Language List

Language	Rare or Common	Language	Rare or Common	Language	Rare or Common
Afghani	Common	German	Common	Romanian	Common
Albanian	Common	Greek	Common	Russian	Common
Amharic	Common	Gujarati	Common	Samoan	Rare
Anar Dari	Common	Hakka	Common	Scandinavian	Common
Arabic	Common	Hausa	Common	Serbo-Croatian	Common
Aramaic	Rare	Hebrew	Common	Shanghai	Common
Arbresh	Rare	Hindi	Common	Sindhi	Common
Armenian	Common	Hmong	Rare	Slavic	Common
ASL	Common	Hungarian	Common	Slovak	Common
Assyrian	Common	Ilcano	Common	Somali	Common
Bahasa	Common	Indonesian	Common	Spanish	Common
Bengali	Rare	Italian	Common	Swahili	Common
Berber	Rare	Japanese	Common	Swedish	Common
Bosnian	Common	Khmer (Cambodian)	Rare	Sindhi	Rare
Bulgarian	Common	Kmhmu	Common	Tagalog	Common
Burmese (Myanmar)	Rare	Korean	Rare	Tahitian	Rare
Cantonese	Rare	Kurdish	Common	Taiwanese	Common
Catalan	Rare	Laotian	Common	Tamil	Common
Chamorro	Rare	Latvian	Rare	Telugu	Rare
Croatian	Common	Lithuanian	Rare	Thai	Common
Czech	Common	Malay	Rare	Tibetan	Rare
Danish	Common	Maltese	Rare	Tigrinya	Common
Dari	Common	Mandarin	Rare	Toishanese	Common
Dutch	Common	Marathi	Rare	Tongan	Rare
Estonian	Common	Mien	Rare	Turkish	Common
Ethiopian	Common	Mongolian	Rare	Ukrainian	Common
Farsi	Common	Nepali	Rare	Urdu	Common
Fijian Hindi	Rare	Nigerian	Common	Uzbek	Rare
Finnish	Common	Oromo	Rare	Vietnamese	Common
Flemish	Common	Pampangan	Rare	Visayan	Common
French	Common	Pashto	Common	Wu	Common
French Canadian	Common	Polish	Common	Yiddish	Common
Fukienese	Common	Portuguese	Common	Yogad	Rare

If a language is not listed on this list, it is considered rare.



Document Translation Services

Translators

LP translators are tested, reviewed, and qualified to interpret in the languages in which they work. We match subject matter experts with the terminology requirement of your project and use third party linguists to proofread and ensure the most accurate translation product.

Documents

LP will provide document translation services according to the complete list of languages available (following page). For instance, Spanish is charged at \$0.18 cents per word. Other Roman languages (i.e., German, French) will be charged \$0.20 based on final word count in "target" language (language translated into). For character-based languages (i.e., Thai, Chinese) charges will be based on English or Roman language word count at \$0.20 per word.

LP will accept documents by fax, email or postal mail. Documents will be returned in Word format. It is the client's responsibility to take returned translation from Word into any other graphic product they desire (i.e., PowerPoint, PDF, etc.), or to agree to extra charges for LP to arrange graphics editing for them. Formatting, proofreading and rush deadlines all incur additional charges.

A minimum charge (per project/language) of \$100.00 applies for any document below that fee. A charge of \$25.00 applies to certificates of attestation and a \$15.00 fee for any documents needing notarization. Rush fees apply to all documents requiring less than five business day return time; rush fees are an additional 30% of the project total.

Transcription Services

CLIENT may request written transcription of telephone conversations by our Translation Department. Transcriptions can be provided at a rate of \$90.00 per hour of work, which would cover an estimated 6 minutes of (clear) recorded audio.

Formatting and Desktop Publishing

LP can provide additional formatting of documents for an additional \$0.04 per word. LP can also provide advanced desktop publishing (graphic design) for a fee of \$90.00 per hour. Document formats that LP supports include Microsoft Office® (Word, Excel, PowerPoint), PDF, EPS, Image files (jpeg, tiff), and Adobe® InDesign®. Total charges may vary depending on the length of the assignment.

Website Globalization

LP will provide website translation services according to the complete list of languages available (following page). LP will accept website text by URL, fax, email or postal mail. Text will be returned in Word format. It is the client's responsibility to take returned translation from Word into the actual website, or to agree to extra charges for LP to arrange text for them on the web.

A minimum charge per project of \$100.00 applies if word count does not equal this minimum charge. Rush fees apply to all website text projects requiring less than five business day return time; rush fees are an additional 30% of the project total. LP can provide services such as formatting and uploading for a fee of \$90.00 per hour; total charges may vary depending on the length of assignment.

Notice and Cancellation Policy

Any project for written translation given to LP will be charged in full as translation begins immediately upon receipt of documents unless document is submitted as a quote request.

Customer Support

Our office is available to you 24-hours a day, 7 days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

**We return all documents in Word 2016 format to support all clients' technology & file format needs, unless otherwise requested.*



Written Translation Language Price List

Language	¢ per word
Afghani	22
Albanian	22
Amharic	22
Anar Dari	22
Arabic	24
Aramaic	24
Arbresh	24
Armenian	22
ASL	N/A
Assyrian	22
Bahasa	24
Bengali	24
Berber	24
Bosnian	24
Bulgarian	22
Burmese (Myanmar)	24
Catalan	24
Chamorro	24
Chinese (Simplified)	20
Chinese (Traditional)	20
Croatian	22
Czech	22
Danish	22
Dari	22
Dutch	24
Estonian	24
Ethiopian	24
Farsi	20
Fijian Hindi	24
Finnish	22
Flemish	22
French	20
French Canadian	24
Fukienese	22

Language	¢ per word
Georgian	22
German	20
Greek	24
Gujarati	22
Hakka	24
Hausa	24
Hebrew	22
Hindi	20
Hmong	22
Hungarian	22
Iilcano	22
Indonesian	24
Italian	20
Japanese	24
Khmer (Cambodian)	24
Kmhu	24
Korean	28
Kurdish	22
Laotian	22
Latvian	24
Lithuanian	24
Malay	24
Maltese	24
Marathi	24
Mien	24
Mongolian	24
Nepali	24
Nigerian	22
Oromo	24
Pampangan	24
Pashto	20
Polish	22
Portuguese	20
Punjabi	20

Language	¢ per word
Romanian	22
Russian	20
Samoan	24
Scandinavian	22
Serbo-Croatian	22
Shanghai	22
Sindhi	22
Slavic	22
Slovak	22
Somali	22
Spanish	18
Swahili	25
Swedish	22
Swiss	22
Tagalog	20
Tahitian	24
Taiwanese	22
Tamil	22
Telugu	24
Thai	20
Tibetan	24
Tigrinya	22
Toishanese	22
Tongan	24
Turkish	22
Ukrainian	22
Urdu	22
Uzbek	24
Vietnamese	24
Visayan	22
Wu	22
Yiddish	22
Yogad	24
Yoruba	24

If you don't see the language you need, please contact LP.

Prices effective Jan. 2020



Additional Terms & Conditions of Agreement

Payment Policy

Subject to credit approval, Language People, Inc. may extend COD or 30-Day credit terms to CLIENT. A deposit may be required, due prior to receipt of product for conference interpretation or legal interpretation services. Invoices will be billed on the date of service and must be paid within stated terms. A late fee equal to 1.5% per month will be charged on any outstanding balances. Language People, Inc. will also be entitled to recover its attorneys' fees expended in any action to collect the amounts owed it. All legal actions to enforce this agreement shall be in the jurisdiction of Riverside County, CA.

Termination of Agreement

Either party may terminate agreement upon a 30 day written notice. In the event of an early termination, Language People, Inc. shall be paid for all services rendered up to the cancellation date.

Business and Trade Secrets

Language People, Inc. interpreter and translator personal information and pricing information in this Agreement shall remain the business and trade secret property of Language People, Inc. except where legally authorized by subpoena or court order, CLIENT shall not contact Language People, Inc. interpreters or translators directly. CLIENT also agrees not to solicit any work directly from Language People, Inc. interpreters or translators without the written consent of Language People, Inc. Language People, Inc., translators and Language People, Inc. administrative staff agree to keep confidential the business and trade secrets of CLIENT. CLIENT shall mark any confidential information shared with the word "CONFIDENTIAL" on all copies of documents. All telephone conversations for CLIENT shall be deemed confidential.

Scope of Work

Where Language People, Inc. shall provide interpretation or translation services to CLIENT, interpreters and

translators will not be required to engage in any type of task other than interpreting and translating between CLIENT staff and client unless specifically described in an Addendum to this contract. In providing all other services, CLIENT agrees that Language People, Inc. and its agents are only acting as communication facilitators, and are not in any way providing advice, counsel, or professional help or opinions of any kind regarding the subject matter or meeting topic Language People, Inc. is facilitating.

Availability

Language People, Inc. does not guarantee that on any given date or time its resources will be available to CLIENT, but will always make a good faith effort to provide services that CLIENT requests.

Customer Support

Assistance is available to you 24 hours a day, seven days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

Entire Agreement

This Agreement constitutes the entire agreement among the Parties regarding the subject matter of this Agreement, and no previous statement, promise, agreement, inducement or representation, whether oral or written, shall be of any further force or effect unless expressly set forth herein.

Governing Law

The interpretation and enforcement of this Agreement shall be governed by California law, without regard to the conflicts of law provisions thereof.

Signed: Michael Erickson
Authorized Signature

Print Name: Michael Erickson
Language People, Inc.

Dated: 07/01/2020

Signed: _____
Authorized Signature

Print Name: Hilaria Bauer, Ph.D.
Client Name

Dated: _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Sandra Garcia, Director of State & Federal Department

Re: 2020-2021 Little Heroes Master Contract

Date: July 31, 2020

Summary:

Little Heroes provides youth development programs at various elementary schools in ARUSD to support and enrich student learning. Little Heroes is prepared to provide on-site/virtual programming Monday through Friday from 9am to 5pm, with exact hours to be mutually agreed upon. Cost of the program is \$25,000 (virtual) - \$28,000 (on-site) per school for up to ten Elementary Schools for 2020/2021 school year.

Recommendation:

Staff recommends the Board approve the master contract with Little Heroes for the 2020/2021 school year.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: State & Federal Department (School/Dept.)

VENDOR NO. _____

PROGRAM MANAGER: Sandra Garcia

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: Little Heroes

Address: 5669 Snell Avenue #275 City: San Jose State: CA Zip: 95123

Phone: (619) 384-8229 Email Address: _____

SSN: _____ or Fed I.D. #: 46-0805877

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021

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

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

Little Heroes provide youth development programs at various elementary schools in ARUSD to support and enrich student learning. Little Heroes staff is prepared to provide on-site or virtual programming, 9am-5pm, Monday-Friday with exact hours to be mutually agreed upon.

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

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

_____ b. **Other:** \$ _____ (describe rate agreement) SEE BELOW

Not to exceed \$25,000 (virtual)/\$28,000 (on site)

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
		Master Contract				

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

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

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



Little Heroes Distance Learning Components

Hybrid Model (Based on Proposed 90/10 split from ARUSD)

90% of students will start school year distance Learning ,10% of students will be on campus prioritizing students who are: Homeless, foster youth , SDC and newcomers.

- Assigned Coach will Arrive on campus daily no later than 9am (depending on recess start times) and will run recesses with the 10% of students on campus.
- Recess will focus on games that can be played with little to no equipment and students can be safely spaced out.
- Working with on-site Teachers, our coaches will create a Classroom Game Time schedule that will make sure each class sees Her/Him weekly for 20-30 minute sessions.
- Coaches will also set up an online schedule to provide Heroes Fit (zoom Meeting Exercise classes) for the 90% of students doing distance learning. Depending on school size and availability of the teachers each class will get at least 1 Heroes fit Session Bi-weekly.
- The Hybrid model will allow each coach to do at least 4 online Heroes Fit sessions daily (20 mins each session) along with on site recesses and on site Classroom Game Times.

100% Distance Learning Model

If Schools are to start with 100% of its students doing distance learning Little Heroes coaches will Provide the Following:

- Each Coach Will Start Heroes Fit Sessions online First day of school.
- Coaches will start Heroes Fit sessions at 9am daily and can do up to six sessions daily (20 min sessions).
- Each Coach will collaborate with all teachers to create a schedule for all the sessions throughout the year. (Note: Each session must have a certified staff member present during each Heroes Fit Session)
- Heroes fit session can be a part of the teachers daily schedule to ensure a certified staff member is always present, this will help with making sure all students participate in the Heroes Fit sessions.



Little Heroes– Scope of Work

Terms of Service:

The contract is valid for the 2020-2021 school year. Expected start date of August 18, 2020. End of service, June 8, 2021.

Program Components:

Each Program Component will be maintained to the expectations of the Program Coordinator and Administration team. Estimated start dates for each Component depend upon in school start date

- Playground Heroes - Within 3 weeks of start date.
- Class Game Times - Within 2 weeks of start date.
- Sports Leagues and Tournaments - 8 weeks from the start date.
- Rescue Recess - First day.

Program Cost:

The full program cost is \$28,000. Payable through 10 monthly payments of \$2,800. With the first invoice being submitted at the start of the program. Final payment shall be received by the culmination of the school year. Each invoice shall be submitted the first week of each month for expected payment by the 20th of each month.

Class Game Times:

Each class shall receive their time with the coach once every two weeks per the set schedule. The coach is responsible to make up any classes missed due to absence, illness, or if he/she is needed for an emergency situation while on campus. Classes missed due to school calendar (Holidays, field trips, assemblies) are not required to be made up, though switching with another class ahead of time is completely acceptable. Classes are expected to start within two weeks of school opening up.

Recess Expectations:

Coach will be present and active at all primary and secondary recesses. Coach is not expected to be used in a permanent yard supervisor type role; though certain situations may require them to fill in when short-handed. Coach will be actively moving and engaging students in all areas, encouraging them to participate in an organized game or activity.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Sandra Garcia, Director of State & Federal Department

Re: 2020-2021 Reading Partners Master Contract

Date: July 31, 2020

Summary:

Reading Partners provides one-on-one reading support utilizing structured curriculum based materials to qualifying students at Aptitud Community Academy, Chavez Elementary and San Antonio Elementary. Reading Partners is prepared to provide on-site/virtual programs Monday through Thursday from 9am to 5pm, with exact hours to be mutually agreed upon. Cost of program is \$10,000 per site to serve up to 60 students in grades K-5 at three Elementary Schools for the 2020/2021 school year. Total cost for all three sites is \$30,000.

Recommendation:

Staff recommends the Board approve the master contract with Reading Partners for the 2020/2021 school year.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: State & Federal Dept. (School/Dept.)

VENDOR NO. _____

PROGRAM MANAGER: Sandra Garcia

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: Reading Partners

Address: 180 Grand Avenue Ste# 800 City: Oakland State: CA Zip: 94612

Phone: (510) 444-9800 Email Address: sydney.burell@readingpartners.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021

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

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

Reading Partners provides one-on-one reading support utilizing structured curriculum-based materials to qualifying students at Aptitud, Chavez & San Antonio. Reading Partners is prepared to provide on-site/virtual program from 9am to 5pm, Monday through Thursday with exact hours to be mutually agreed upon.

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

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

X b. **Other:** \$ _____ (describe rate agreement) Not to exceed \$10,000 per site

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
		MASTER CONTRACT				

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

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

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



Program Agreement

This Program Agreement (this "**Agreement**") is made and entered into as of 7/20/2020 ("**Effective Date**") and is between Alum Rock Union School District, a school district located at 2930 Gay Ave, San Jose, CA 95127 ("**District**") and Reading Partners, a California nonprofit public benefit corporation ("**Reading Partners**").

Background

- A. School seeks to provide its students with additional individualized reading intervention and to do this in a way that invests the community in students' achievement.
- B. Reading Partners provides structured, evidenced-based, volunteer tutoring programs for students.
- C. Reading Partners offers tutoring programs and other literacy resources and services for students and families.
- D. The parties desire to enter into this Agreement to develop a relationship between School and Reading Partners in order to establish literacy-related services for the School (the "**Services**") which may be provided on-site at School ("**On-Site Services**") and/or remotely through alternative methods of delivery, such as instruction by online, phone, or other distance learning technology ("**Remote Services**"), as agreed by the parties, to be provided by Reading Partners' staff and volunteers assigned by Reading Partners to provide the applicable Services as part of the Program (defined below) ("**Personnel**").

1. **REPRESENTATIVES.** School designates the individual set forth on **Exhibit A** as "School's Representative" as its initial primary representative with regard to this Agreement ("**School's Representative**"). School's Representative will have the overall responsibility for managing and coordinating School's performance of its obligations under this Agreement and be authorized to act for and on behalf of School with respect to all matters relating to this Agreement. School may change the individual that is the School's Representative on notice to Reading Partners.

2. RESPONSIBILITIES OF SCHOOL

a. **Resources for On-Site Services.** School will do the following if and when Reading Partners agrees to provide On-Site Services:

i. Provide a dedicated space on School's campus (the "**Donated Space**"), to be agreed upon by School's administration and Reading Partners, at no charge to Reading Partners, that (1) includes a working phone, Internet connection, and a dedicated space large enough for a Reading Partners reading center (no less than Donated Space requirements specified on **Exhibit A**), and (2) is accessible during School's operating hours for Personnel.

ii. Provide services necessary to maintain the Donated Space in a condition substantially similar to that of other classrooms on School's campus, including janitorial services, maintenance, utilities, and technology support (the "**Donated Services**").

iii. Ensure that Personnel have reasonable access to the resources generally available to School staff, including but not limited to: School-based intranet, School wireless internet networks (e.g. WiFi), online

course platforms, copy machine, school supplies, and an on-site mailbox. These resources may be shared with School staff.

b. **General Program Support.** School will undertake the following responsibilities:

i. **Keep Reading Partners** reasonably informed about School activities and announcements by providing appropriate and timely access to any relevant School scheduling changes, closures, news, staff bulletins, emails, updates and allowing designated Personnel to attend School staff meetings.

ii. **Provide to Reading Partners** such student demographic and assessment data as necessary for Reading Partners to (1) determine appropriateness of student placement and guide enrollment in the Program; (2) inform instruction and periodically review student progress; and (3) report in aggregate on student demographics and reading improvement. This data may include parent/guardian contact information, student name and district unique identifier (ID), Individualized Education Program (IEP) status, English Language Learner (ELL) status, and information on student literacy and academic performance ("**School-Provided Student Information**"). If Reading Partners' access to School-Provided Student Information requires the approval of School, School hereby consents to the release of such data to Reading Partners.

iii. **Use reasonable efforts to support and assist** Reading Partners' efforts to collect parent/guardian permission forms, ensuring a timely and efficient enrollment process.

iv. **Coordinate with Reading Partners** to conduct brief check-ins between Personnel and School's teachers to survey student progress every 8 weeks or at such other frequency as mutually agreed upon.

v. **Offer visibility to Reading Partners** by (1) providing Personnel with opportunities (in no event less than once per semester) to present the Program to School staff and the broader School community; (2) including reference to the Program in appropriate School media channels, such as School's newsletter or website; and (3) working with Reading Partners on joint press releases or other announcements and promotion through social media.

vi. **Use reasonable efforts to support Reading Partners' efforts** to (1) achieve volunteer recruitment goals and (2) achieve its fundraising goals, especially during visits to School from donors and funders.

vii. **Ensure that Reading Partners** is effectively incorporated into the structure of School's campus and education platforms and that Personnel are appropriately included as partners in student achievement.

viii. **Provide Personnel** with copies of all applicable school policies and procedures.

ix. **Provide Reading Partners** with access and support services that are necessary to enable Reading Partners to effectively

execute its program. Additional access and service needs are specified in **Exhibit A**.

3. **RESPONSIBILITIES OF READING PARTNERS.** In connection with this Agreement, Reading Partners will use commercially reasonable efforts to undertake the following responsibilities:

a. **Program**

i. Operate a program that provides reading support to qualifying students of School specifically utilizing a Reading Partners-approved program model which may include, but is not limited to, use of a proprietary, evidenced-based curriculum, individualized tutoring, and Reading Partners specific resources, through the agreed upon delivery methods during the days and times specified in **Exhibit A** (the "**Program**").

ii. To the extent mutually agreed upon by the parties or as permitted by this Agreement, provide Remote Services, which may include remote tutoring services via distance learning technologies, video programs, book packages, and other literacy resources, to support qualifying students of School that supplement On-Site Programs or that are provided in place of On-Site Programs when circumstances do not reasonably permit On-Site Programs to be provided.

iii. Work with School's teachers and other School staff to identify and enroll students who could benefit from the Program as defined by Reading Partners target status, to the extent capacity permits.

iv. Work with School staff to determine an appropriate schedule for students to participate in the Program.

v. Ensure that the Personnel are appropriately trained, including any required trainings that the School generally mandates for volunteers and provides to Reading Partners, and receive on-going coaching and support from Reading Partners, as necessary to perform the Program.

vi. Ensure that all recurring On-Site Personnel comply with any School policies and School visitor procedures that are provided in writing in advance by School to Reading Partners.

vii. Conduct certain background checks and medical tests on recurring Personnel, to the extent required by School and any applicable local, state, or federal laws and guidance from relevant public health authorities, including those expressly stated in **Exhibit A**.

viii. Monitor student progress and regularly communicate with School staff about the Program.

ix. At least once per school quarter or semester, as applicable, use reasonable efforts to provide School administration and staff any requested Reading Partners Information (defined below) related to individual students to the extent permitted by applicable parental/guardian consents as well as on an aggregate and de-identified basis.

x. Support the professional development of Personnel by providing ongoing opportunities, including training, relevant research, and instructional resources.

xi. Provide liability insurance for operations and recurring Personnel with at least US\$1 million in coverage and furnish a certificate of said insurance at School's request.

4. **CONFIDENTIALITY AND DATA**

a. **Data Protection**

i. Reading Partners will maintain the confidentiality and privacy of student education records (including School-Provided Student Information) in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act ("**FERPA**") and any applicable state privacy laws. Reading Partners and its authorized representatives acknowledge that they may only use, maintain, and disclose information from student education records (including School-Provided Student Information) in compliance with the requirements and exceptions outlined in FERPA.

ii. Reading Partners will have access to and may use School-Provided Student Information in performance of the Program under this Agreement, all in accordance with this Agreement, subject to applicable law.

iii. School will maintain the confidentiality and privacy of information provided by Reading Partners (including without limitation, any student education records created and maintained by Reading Partners on behalf of School) ("**Reading Partners Information**") in accordance with applicable law and regulations, including FERPA. School and its authorized representatives acknowledge that they may only use and disclose Reading Partners Information for the purposes described in this Agreement and in compliance with FERPA.

b. **Marketing & Communications.** Reading Partners may use School's name and may disclose School's relationship with Reading Partners in advertising, press, promotion, and similar public disclosures, except that such advertising, promotions, or similar public disclosures will not indicate that School in any way endorses any Program without prior written permission from School.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Sandra Garcia, Director of State & Federal Department

Re: 2020-2021 Tutorworks Master Contract

Date: July 31, 2020

Summary:

Tutorworks will provide on-site or virtual academic intervention tutoring program that is customized to address students specific needs. The program integrates certified staff and technology based support as part of the instructional program. Tutorworks will work with the ARUSD staff to determine hours of services. Cost of the program is not to exceed \$20,000 per site to serve up to 25 students in grades K-8 for any school interested in participating for 2020/2021 school year.

Recommendation:

Staff recommends the Board approve the master contract with Tutorworks for the 2020/2021 school year.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: State & Federal Dept. (School/Dept.)

VENDOR NO. _____

PROGRAM MANAGER: Sandra Garcia

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: Tutorworks Academic Services

Address: 700 Airport Blvd Ste# 450 City: Burlingame State: CA Zip: 94010

Phone: (650) 298-8867 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021

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

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

Tutorworks will provide an on-site and/or virtual academic intervention tutoring program that is customized to address students' specific needs. The program integrates certified staff and technology-based supports as part of the instructional program. Vendor will work with ARUSD staff to determine hours of service.

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

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

X b. **Other:** \$ _____ (describe rate agreement) Not to exceed \$20,000 per site.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
		Master Contract				

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

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

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

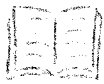
CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

OVERVIEW

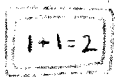
TUTORWORKS provides an on-site academic intervention program that is customized to address students' specific needs. The program integrates certified staff and technology-based supports as part of instructional program. Group size is dependent on-site needs. **MASTERY** and **CODE WRITE DRAW** options can be delivered onsite or virtually. **READ DRAW FUN** is a virtual program. For more details on the virtual delivery of services please see the **TUTORWORKS Remote Learning Plan** (enclosed).

SERVICES: TUTORWORKS MASTERY

TUTORWORKS utilizes a blended learning approach which combines the use of educational software and personalized instruction from certified tutors to create very engaging and highly effective learning experiences for every student. **TUTORWORKS** will implement the **TUTORWORKS MASTERY** Program in ARUSD. The **TUTORWORKS MASTERY** Program is an on-site academic intervention program that can be customized to address students' specific needs. It uses and integrates both **TUTORWORKS** certified staff and technology-based supports and interventions as part of the instructional program. Schools may choose up to three modules. Schools may choose Foundational Reading Skills, Foundational Mathematical Skills, the CCCSS Mastery program in ELA and/or Mathematics, and Homework Support:



Foundational Reading Skills: Using the "See It, Hear It, Say It" instructional strategy, students use Explode The Code Online and Study Island to improve foundational literacy skills including phonemic awareness, phonics, fluency, vocabulary, and comprehension.



Foundational Math Skills: Using strategies such as "practice with modeling," "incremental rehearsal," and fun math drills, students use the XtraMath and Study Island programs to promote fluency in computation and knowledge of math facts.



California Common Core State Standards Mastery: Students receive small-group instruction on areas of need identified through our assessments or school choice. Students are then gradually released to complete lessons utilizing our computer-adaptive curriculum, Study Island or another curriculum chosen in consultation with the school. This component supports students in navigating and mastering technology enhanced items on the Smarter Balanced Assessments and CAASPP Systems by providing valuable experience in computer-adaptive tests and performance tasks.



Homework Support: Students receive help completing school homework assignments, and they learn prioritization, time management, and organization skills.

Our incentive-based program which includes exciting prizes, team competitions and an awards ceremony is designed to motivate the students and recognize achievement.

MATERIALS/CURRICULA

The centerpiece of instruction is the computer-aided curricula with its sophisticated branching and data analysis features that differentiate the curriculum for each student. We use award winning standards-based curricula including Explode the Code and Study Island. Explode The Code Online is an award-winning foundational reading program that utilizes an Orton-Gillingham approach. This multi-sensory, mastery-based program provides explicit and direct instruction of phonics in an easy to use format. The program supports students in navigating and mastering technology enhanced items on the Smarter Balanced test and provides valuable experience in adaptive computer-based assessment environments.

PROGRAM SUMMARY-ARUESD

XtraMath is an online program used to help students build their foundational math skills. It focuses on building automaticity with math facts, starting with addition and working up to division. The idea is that if a student can immediately recognize the math facts, they then have cognitive resources available to do more complicated analysis. Students work on XtraMath independently and each lesson is specific to each student's needs. They take a pre assessment at the beginning of the program which determines the math facts that the student has not mastered and repeats those facts until the student can master them.

Study Island's programs are explicitly designed to help students master the content specified in the Common Core standards. Study Island provides rigorous content for Math and ELA, PARCC- and SBAC-aligned item types. Study Island supports the learning process with engaging, interactive lessons and activities. It allows for self-paced, individualized learning as well as teacher-lead, whole-class instruction. Study Island engages students with dynamic content to reinforce learning and technology-enhanced item types to promote higher-order thinking and inquiry. Through the TUTORWORKS program, students become more confident with academic knowledge and their test taking skills. TUTORWORKS curriculum is aligned to the California Common Core Standards.

ASSESSMENT AND PROGRESS REPORTING

Students will be placed in the curricula based on the results of their pre-tests or the pre-identified areas of focus. Students' progress will be measured daily. If email addresses are available, weekly email progress reports and monthly summary reports will be provided to parents and school staff.

At the conclusion of the program, ARUSD will receive a summary of student performance as assessed by Explode the Code, XtraMath and Study Island. Students' progress will be measured daily through the automatic data collection of these online tools. Moreover, program implementation indicators such as attendance, curriculum activities attempted, curriculum activities completed, are all collected as a consequence of program and available in real time. The summary will include the analysis of program implementation indicators (attendance and curriculum units completed) and diagnostic indicators (Study Island pre and post test results).

SCHEDULE

The school will identify students to participate in the program. Students will participate in the program two days a week for 1.5 hour sessions or on Saturdays for 2 hour sessions. A detailed schedule will be included in the implementation plan. A sample daily session schedule is shown below:

TIME	ACTIVITY
5 minutes	Pre-Tutoring Physical Activity, Kinesthetic Component
25 minutes	Module 1
30 minutes	Module 2
25 minutes	Module 3
5 minutes	Review of Academic Progress and Reflection

SERVICES: TUTORWORKS CODE WRITE DRAW (TWCWD)

CODE WRITE DRAW seeks to create transformational out-of-school-time learning experiences for elementary and middle school students by building tangible STEAM (Science, Technology, Engineering, Arts and Math) skills in a motivational learning environment. Our unique approach integrates computer science, creative writing, and the digital arts to engage students in a personal journey that fosters self-efficacy, and positions them for long-term success inside and outside the classroom. The program also focuses on foundational math skills and is targeted to 3rd – 8th grade low performing students.

RESEARCH BASIS

TWCWD is grounded in our theory of change that motivation of students and parents is critical to student success. The **CODE WRITE DRAW** model is based on:

- The demonstrated ability of out-of-school activities (especially related to STEM) to motivate and empower families around student learning,
- The evidence-based use of narratives to connect participants to a learning experience and promote a growth mindset,

The Value of STEM and Out-of-School-Time Learning

Technological advances have made it essential for all students to be exposed to and develop proficiency in STEM disciplines. However, wealthier parents are able to spend almost seven times more on out-of-school-time enrichment for their children than disadvantaged families, creating an opportunity gap (McCombs, Whitaker & Yoo, 2017; Duncan & Murnane, 2011). Supplemental programs can offer underserved youth access to new and enriching experiences that could yield lasting developmental benefits. Increasingly, funders, policy makers, and practitioners recognize the vital role families play in raising youth awareness of and participation in STEM programs (see Kekelis & Sammet, 2018). Yet STEM can be intimidating for parents (especially those with less formal education) who may not feel confident in their knowledge to support their child in STEM-related activities (Kekelis & Ottinger, 2018). As STEM complexity has increased, the challenges of explaining the utility and importance of STEM mastery to parents have increased as well. Research shows that families can strengthen their children's STEM learning by developing a STEM-rich home environment; creating a mindset that promotes strong STEM identities; and participating in activities across a variety of settings (Casper, 2018). The TUTORWORKS parent workshops and exhibition empowers parents with accessible and engaging STEM resources and concrete strategies to encourage their children's STEM learning both in school and at home.

The Power of the Personal Narrative

In our two decades of working with students and their parents to support learning outcomes, we have observed the effectiveness of using personal narratives as an instructional framework. A well-constructed narrative contains essential elements to support learning by (Szurmak & Thuna, 2013): making something abstract more concrete/immediate; contextualizing information with a framework to place the new knowledge into (and thus improve retention and understanding); and allowing participants to have more immediate emotional experiences they can relate to (and therefore remember).

We utilize the Hero's Journey framework, a research-based concept (Campbell, 1949, 1988) that describes a series of stages that the hero archetype goes through that are visible in the mythologies from multiple cultures (see <https://tinyurl.com/yxh59r9e> for a description). Understanding that parents need specific guidance in how to model growth mindset behavior to promote engagement and inquiry (Edutopia, 2016), we use a Hero's Journey Reflection Tool and Goal-Setting Activity to help parents better understand the value of STEM and the importance of skill mastery throughout their children's

PROGRAM SUMMARY-ARUESD

educational journey. Campbell's mono-myth or Hero's Journey is visible in many popular epic books and films, and therefore families of all education levels can draw on their own prior knowledge prior knowledge as they use this conceptual framework to reflect on their experiences and set goals.

PROGRAM DESIGN AND EVALUATION

Staffed by credentialed teachers, teacher candidates, and para-professional staff, the **TWCWD** program promotes foundational literacy or math skill mastery and STEAM skills through coding, creative writing, and digital arts. Each participant will receive 76 hours of STEAM-related instruction during the 4 week session. The program uses a "Hero's Journey" thematic framework and includes exposure to local industry professionals who share their own STEAM journeys. The program culminates with an exhibition where students present their completed work to industry expert judges and families. Our innovative approach focuses both on the foundational aspects of STEAM – the challenging experience of skill-building through deliberate practice – and on the motivational aspects of STEAM through video game design and personal narrative work, using industry standard tools that students can continue to use after the program ends. Our integrated and adaptable program is designed to captivate the interest of students with diverse backgrounds and different levels of academic preparation.

TWCWD's program design builds on TutorWorks' demonstrated track record preparing students at all levels to succeed, using research-based online curricula and personalized instruction to transform students' long-term academic experiences. Three critical principles ground the CODE WRITE DRAW academic intervention model: tangible skill development, growth mindset and self-efficacy, and risk sharing. In our commitment to building an effective and scalable program, we developed a Theory of Change and will capture relevant data to enable rigorous examination of our impact and continuous program improvement. We will track program implementation indicators (enrollment, attendance, etc.), student achievement indicators (improved knowledge of literacy and math skills, project completion, etc.), and student qualitative indicators (improved perception of self-efficacy, knowledge of STEAM careers, etc.).

PROGRAM SCHEDULE

Students participate in the program daily for two - four hours (1/9 staff/student ratio). A sample daily schedule is below:

TIME	ACTIVITY
5 minutes	Check-in, Pre-Program Kinesthetic Component
50 minutes	Video Game Design/Novella Writing/Manga Art Classes
50 minutes	Video Game Design/Novella Writing/Manga Art Classes
10 minutes	Math Facts Challenge
10 minutes	Break
50 minutes	Video Game Design/Novella Writing/Manga Art Classes
5 minutes	Review of Academic Progress and Reflection

PROGRAM SUMMARY-ARUESD

SERVICES: TUTORWORKS READ DRAW FUN PROGRAM

To better support students at home due to school closures, **TUTORWORKS** is offering an additional remote learning option to complement its **CODE WRITE DRAW** and **MASTERY** programs. The model involves large group instruction in a webinar format and is designed to give students additional support and structure as they adjust to the new world of distance learning.

TUTORWORKS READ DRAW FUN (LIVE TUTORIALS VIA WEBINAR & DISTRICT ACCESS TO TUTORIALS AND LITERACY SOFTWARE)

The **TUTORWORKS** READ DRAW FUN program offers a live, teacher-led synchronous remote learning class in literacy and art. All students at the school in 1st – 5th grades can attend the live webinars, and/or can access the recorded webinars asynchronously. Our instructors provide encouragement, fun and prizes, including a weekly raffle to motivate the students.

The program is designed to be completed by students with the support of our instructors, so parents can focus on other priorities at home. The program provides the structure to support parents and students at home and reinforces the daily rhythm of schooling. It also offers flexibility because families can access the literacy and art tutorials and software at any time.

MATERIALS/CURRICULA

The centerpiece of the literacy instruction is the computer-aided curriculum Explode The Code Online with its sophisticated branching and data analysis features that differentiate the curriculum for each student. Explode The Code Online is an award-winning standards-based foundational reading program that utilizes an Orton-Gillingham approach. This multi-sensory, mastery-based program provides explicit and direct instruction of phonics in an easy to use format.

The art instruction is focused on drawing characters in the manga style and includes 39 lessons. The instruction starts with the basics of drawing including how to hold a pencil when drawing and how to draw shapes. The instruction progressively delves deeper into character development from using shapes to draw faces, arms, etc. to creating fully fleshed out characters in environments. The goal of the instruction is to help students learn not just how to draw but how drawing in certain styles communicates emotion, character development and story.

In addition to literacy and art, math facts mastery can be added as a third module.

RESPONSIVE INDIVIDUALIZED ATTENTION

A critical feature of the READ DRAW FUN program is the combination of dynamic expert instructors for the learning modules with a team of staff behind the scenes who provide responsive positive praise and communication with each of the students in the class. It's safe and personalized both through chat, student input and recognition during the livestream

PROGRAM DESIGN AND EVALUATION

The **TUTORWORKS** READ DRAW FUN program provides an interactive session of teacher led digital literacy building activities and art instruction in real-time using our adaptive phonics-based reading program, Explode The Code Online, and followed with basic instruction in drawing and math facts (optional). The pairing of reading and art provides mental stimulation for both sides of students' brains and pairs a learning activity that children are more likely to regard as fun (art) with one they may have less enthusiasm for (reading).

PROGRAM SUMMARY-ARUESD

Additional Details:

- **TUTORWORKS** Remote Learning Class is held live, Monday through Friday, at a predetermined time for 55 - 80 minutes. Students access the live class from the remote learning portal on the **TUTORWORKS** website (linked to the district's remote learning page).
- Students receive 25 minutes of literacy instruction. (All students can be pre-registered in literacy software to reduce set up time during the class). Our literacy curriculum covers 1st – 4th grades but 5th grade students who need support in literacy could benefit from the program.
- Students receive 25 minutes of art instruction. The focus is basic character drawing and manga art.
- Students receive 25 minutes of basic math facts instruction (optional).
- Responsive experience. Students receive live instruction from expert instructors and personalized support from our academic coaches during each session.
- Students are recognized and rewarded for attendance and participation, including a weekly raffle. Students receive a raffle ticket each day they attend the class. Drawings are held on Fridays for a \$25 Amazon gift certificate.
- Students targeted for intervention by the school can receive weekly phone calls and texts to encourage participation.
- Webinars are recorded and available to all students to access at any time over the course of the program.
- Full participation data collected automatically.

TUTORWORKS will provide a summary of student participation and progress at the conclusion of the program which include the number of participants, number of phonics concepts mastered and daily attendance averages.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Student Services (School/Dept.)

VENDOR NO. _____

Submitted by: Norma Flores, Director

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: 1X2 Global LLC

Address: 1565 The Alameda, Garden Suite City: San Jose State: CA Zip: 95126

Phone: (_____) _____ Email Address: njoki@1x2global.com

SSN: _____ or Fed I.D. #: 84-2084979

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2024
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

Agency will provide a comprehensive Automated External Defibrillator (AED) management program.

Services include managing the district online portal for AED inspections, managing school staff inspectors,

responding to equipment/program issues remotely and conducting a once a year in-person inspection.

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

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

X b. **Other:** \$30,825.31 (describe rate agreement) Year 1-\$5,173.00; Year 2-\$8,052.94;

Year 3-\$4,783.33; Year 4-\$12,815.71

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	3140	000000	340	5240	\$30,825.31	<u>R 7/17/20</u>

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



SCHEDULE OF SERVICES & Cost of AED Management Program

YEAR 1 – June 1, 2020-June 30, 2021 \$5173.33

YEAR 2 – July 1, 2021-June 30, 2022 \$8052.94

YEAR 3 – July 1, 2022-June 30, 2023 \$4783.33

YEAR 4 – July 1, 2023-June 30, 2024 \$12,815.71

Approximate 4 YEAR Program Total: \$30,825.31

- Estimate's attached for review

onebytwo global LLC
1565 The Alameda, Garden Suite
San Jose, CA 95126 US
+1 4088066310
ap@1x2global.com



Estimate

ADDRESS

Alum Rock School District
2930 Gay Ave
San Jose, CA 95127

ESTIMATE # 1027

DATE 05/26/2020

EXPIRATION DATE 06/30/2020

PROJECT

Year 1

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	School District AED program bundle	Includes -- Program management (online AEDREADY system), program support, a yearly AED site inspection (we will change out any AED accessories on yearly visit as needed)	30	156.00	4,680.00
	School District AED program bundle	Includes -- Program management (online AEDREADY system), program support, a yearly AED site inspection (we will change out any AED accessories on yearly visit as needed) Prorated for 1 month @ \$13 per AED/month (June 2020)	30	13.00	390.00
	TL1 Cabinet Battery pack	Includes: 3 Button Batteries per Cabinet List Price - \$3	30	3.00	90.00T

Year 1
June 1st, 2020 - June 30th 2021

SUBTOTAL	5,160.00
TAX	8.33
SHIPPING	5.00
TOTAL	\$5,173.33

Accepted By

Accepted Date

onebytwo global LLC
1565 The Alameda, Garden Suite
San Jose, CA 95126 US
+1 4088066310
ap@1x2global.com



Estimate

ADDRESS

Alum Rock School District
2930 Gay Ave
San Jose, CA 95127

ESTIMATE # 1028

DATE 05/26/2020

EXPIRATION DATE 06/30/2020

PROJECT

Year 2

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	School District AED program bundle	Includes -- Program management (online AEDREADY system), program support, a yearly AED site inspection (we will change out any AED accessories on yearly visit as needed)	30	156.00	4,680.00
	FRx Pads	SMART Pads II List price - \$58.00 15% discount	60	49.30	2,958.00T
	TL1 Cabinet Battery pack	Includes: 3 Button Batteries per Cabinet List Price - \$3	30	3.00	90.00T

Year 2	SUBTOTAL	7,728.00
July 1st, 2021 - June 30th, 2022	TAX	281.94
	SHIPPING	43.00
	TOTAL	\$8,052.94

Accepted By

Accepted Date

onebytwo global LLC
1565 The Alameda, Garden Suite
San Jose, CA 95126 US
+1 4088066310
ap@1x2global.com



Estimate

ADDRESS

Alum Rock School District
2930 Gay Ave
San Jose, CA 95127

ESTIMATE # 1029

DATE 05/26/2020

EXPIRATION DATE 06/30/2020

PROJECT

Year 3

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	School District AED program bundle	Includes -- Program management (online AEDREADY system), program support, a yearly AED site inspection (we will change out any AED accessories on yearly visit as needed)	30	156.00	4,680.00
	TL1 Cabinet Battery pack	Includes: 3 Button Batteries per Cabinet List Price - \$3	30	3.00	90.00T

Year 3	SUBTOTAL	4,770.00
	TAX	8.33
July 1st, 2022 - June 30th, 2023	SHIPPING	5.00
	TOTAL	\$4,783.33

Accepted By

Accepted Date

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1565 The Alameda, Garden Suite
San Jose, CA 95126 US
+1 4088066310
ap@1x2global.com



Estimate

ADDRESS

Alum Rock School District
2930 Gay Ave
San Jose, CA 95127

ESTIMATE # 1030

DATE 05/26/2020

EXPIRATION DATE 06/30/2020

PROJECT

Year 4

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	School District AED program bundle	Includes -- Program management (online AEDREADY system), program support, a yearly AED site inspection (we will change out any AED accessories on yearly visit as needed)	30	156.00	4,680.00
	FRx Pads	SMART Pads II List price - \$58.00 *Estimate Pricing 15% discount	60	49.30	2,958.00T
	OnSite and FRX Battery (M5070A)	Long Life LiMn02 List price - \$175.00 *Estimate pricing 15% discount	29	148.75	4,313.75T
	TL1 Cabinet Battery pack	Includes: 3 Button Batteries per Cabinet List Price - \$3	30	3.00	90.00T

Year 4	SUBTOTAL	12,041.75
	TAX	680.96
July 1st, 2023 - June 30th, 2024	SHIPPING	93.00
	TOTAL	\$12,815.71

*Estimate approx. 3% price increase. Will discount from 2023 Philips List Price

Accepted By

Accepted Date



Appendix C

See attached training offerings



Course Offerings

AED Orientation – 1 hour

-Includes lecture presentation, program overview, demonstrations and hands-on practice.

1-150 students - \$400

Class supplies: TBD

Fire Extinguisher with BulEx Simulation & Practice Scenarios – 2 hrs

-Covers the use of a Fire Extinguisher and simulation

1-35 students = \$1125.00

Class supplies: Booklet during class only

36-50 students = \$1500.00

Class supplies: Booklet during class only

First Aid only – 3 hrs

-Covers recognizing and providing first aid care for basic emergencies including, bleeding, burns, diabetes, heart attack and stroke.

1-12 students = \$780.00

13-25 students = \$1,625.00

First Aid only – **BLENDED – 1.5hrs

1-12 students = \$780.00

Class Supplies:

- ASHI online course link & monitoring: \$10

13-25 students = \$1,625.00

Class Supplies:

- ASHI online course link & monitoring: \$10

**Blended training includes

- Part 1 - online (watch videos, this takes 1.5-4hrs depending on class requested)
- Part 2 – in person skills practice and testing

Revised 4/10/2020



Course Offerings

Adult only CPR/AED – 2 hrs

-Covers recognition of sudden cardiac arrest, learn to perform CPR and use an AED. Also learn how to help someone who is choking.

1-12 students = \$720

13-25 students = \$1,500

Adult & Child CPR/AED – 2.5 hrs

1-12 students = \$780

13-25 students = \$1,625

Adult & Child CPR/AED – BLENDED – 1.5hrs

1-12 students = \$780

Class Supplies:

- Online coursework link and monitoring: \$10`

13-25 students = \$1,625

Class Supplies:

- Online coursework link and monitoring: \$10

Adult/Child/Infant CPR/AED – 3 hrs

1-12 students = \$840

13-25 students = \$1,750

Adult/Child/Infant CPR/AED – BLENDED – 1.5-2hrs

1-12 students = \$840

Class Supplies:

- Online coursework link and monitoring: \$10`

13-25 students = \$1,750

Class Supplies:

- Online coursework link and monitoring: \$10



Course Offerings

Combination Classes

Adult Only CPR/AED and First Aid – 6hrs

Adult Only CPR/AED and First Aid – Blended – 3hrs

Adult/Child CPR/AED and First Aid – 6.5hrs

Adult/Child CPR/AED and First Aid Blended – 3.5hrs

Adult/Child/Infant CPR/AED and First Aid – 7hrs

Adult/Child/Infant CPR/AED and First Aid - Blended– 4hrs

Advanced Bleeding Control – 1.5hrs

-Covers hands-on practice with tourniquets for the immediate management of severe external bleeding

1-12 students = \$720

13-25 students = \$1500

***Advanced Bleeding Control can be added to any First Aid class for \$50 per person**

Active Shooter/Violent Intruder – 4hrs

-Customized course, presented by seasoned law enforcement field officers.

-Includes lecture, scenarios, discussion and exercises

1-35 Students = \$3,750

Tabletop Exercises – 2hrs

-Covers specific topics related to your Emergency Action Plan (EAP). Includes facilitator, scribe, customized scenarios and exercises.

1-12 students - \$1500

***Revisions to EAP thereafter, including digital updated copy of revised plan
\$120/hr**



Course Offerings

Evacuation – 1.5hrs

- Full-Scale Evacuation drill and Practice.
- Includes critique and after-action debriefing

Pricing per bid



Appendix A

Total Number of AEDs: 33

Number of Sites: 27

Number of Site Inspectors: 48

- **Attached AED Administrative '4yr snap- shot'**

Alum Rock School District 30 AEDs

Site	Address	Location	Model	Serial #	Bat. Exp	Spare Bat	Pads Exp	Sp Adult Pads
Adelante Academy	2999 Ridgmont Ave.	Nurse's Office - next to restroom	Philips HeartStart	B17D-03657	3/31/2024			
Aptitud Community Academy @ Goss (89%)	2475 Van Winkle Ln	Nurse's Office - next to restroom	Philips HeartStart	B17D-03182	3/31/2024			
Arbuckle Academy/Adelante II Dual	1970 Cinderella Lane	Nurse's Office - next to restroom	Philips HeartStart	B17D-03753	3/31/2024			
Cassell Elementary	1300 Tallahassee Dr.	Nurse's Office - behind desk	Philips HeartStart	B17D-03654	3/31/2024			
Cesar Chavez Elementary	2000 Kammerer Ave.	Cafeteria - next to rear door by fire pull	Philips HeartStart	B17D-03193	3/31/2024			
Cureton Elementary	3720 East Hills Dr.	Main Office - Reception area (next to Nancy	Philips HeartStart	B17D-03171	3/31/2024			
District Office	2930 Gay Ave.	Maintenance Office - Main Lobby (Building	Philips HeartStart	B17D-03648	3/31/2024			
District Office	2930 Gay Ave.	District Office - Main lobby at end of hallway	Philips HeartStart	B17D-03821	3/31/2024			
Dorsa Elementary	1290 Bal Harbor Way	Nurse's Office - next to restroom	Philips HeartStart	B17D-03825	3/31/2024			
Fischer Middle	1720 Hopkins Dr.	Fitness Zone Room - next to jump ropes	Philips HeartStart	B17D-03177	3/31/2024			
Fischer Middle	1720 Hopkins Dr.	Nurse's Office - next to fire pull	Philips HeartStart	B17D-03772	3/31/2024	6/30/2025		
George Middle	277 Mahoney Dr.	Nurse's Office - next to Counselor's Office	Philips HeartStart	B17D-03170	3/31/2024			
George Middle	277 Mahoney Dr.	Ball/Storage Room - girl's locker room side	Philips HeartStart	B17D-03615	3/31/2024			
Hubbard Academy	1680 Foley Ave.	Nurse's Office - next to restroom	Philips HeartStart	B17D-03652	3/31/2024			
Linda Vista Elementary	100 Kirk Ave.	Nurse's Office - next to EPI pens	Philips HeartStart	B17D-03764	3/31/2024			
LUCHA	1711 E. San Antonio St.	Nurse's Office - above mini fridge	Philips HeartStart	B17D-03646	3/31/2024			
Lyndale Elementary	13901 Nordyke Dr.	Cafeteria - next to fire extinguisher	Philips HeartStart	B17D-03181	3/31/2024			
Mathson Middle	2050 Kammerer Ave.	Nurse's Office - behind desk	Philips HeartStart	B17D-03823	3/31/2024			

Mathson Middle	2050 Kammerer Ave.	Boys' Locker Room - next to Coach's Office	Philips HeartStart	B15L-07473	2/29/2024	
McCollam Elementary	3311 Lucian Ave.	Cafeteria - next to the fire extinguisher	Philips HeartStart	B17D-03758	3/31/2024	
Meyer Elementary	1824 Daytona Dr.	Nurse's Office - under EPI pens	Philips HeartStart	B17D-03602	3/31/2024	
Ocala STEAM Academy	2800 Ocala Ave.	Nurse's Office - behind desk (between filing)	Philips HeartStart	B17D-03769	3/31/2024	
Ocala STEAM Academy	2800 Ocala Ave.	Boys' Locker Room - next to Coach's Office	Philips HeartStart	B17D-03827	3/31/2024	
Painter Elementary	500 Rough & Ready Rd.	Main Office - hallway	Philips HeartStart	B17D-03174	3/31/2024	
Renaissance Academy	2050 Kammerer Ave.	Cafeteria (Multipurpose Room)	Philips HeartStart	B17D-03770	3/31/2024	
Russo/McEntee Academy	2851 Gay Ave.	Cafeteria	Philips HeartStart	B17D-03822	3/31/2024	
Ryan Elementary	1241 McGinniss Dr.	Nurse's Office - next to desk	Philips HeartStart	B17D-03666	3/31/2024	
San Antonio Elementary	1721 San Antonio St.	Main Office - next to side entrance, across from	Philips HeartStart	B17D-03175	3/31/2024	
Sheppard Middle School	480 Rough & Ready Rd.	Cafeteria	Philips HeartStart	B17D-03173	3/31/2024	
Sheppard Middle School	480 Rough & Ready Rd.	P.E. Dept Office - to use for both women's &	Philips HeartStart	B17D-03767	3/31/2024	
07/01/2020 thru 06/30/2021		07/01/2021 thru 06/30/2022		07/01/2022 thru 06/30/2023		07/01/2023 thru 06/30/2024
Batteries Expiring	0	Batteries Expiring	Batteries Expiring	Batteries Expiring	Batteries Expiring	Batteries Expiring
Pads Expiring	0	Pads Expiring	Pads Expiring	Pads Expiring	Pads Expiring	Pads Expiring
						30 60



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____
 FROM: Student Services (School/Dept.) VENDOR NO. 21977
 PROGRAM MANAGER: Norma Flores

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: Healthier Kids Foundation Santa Clara County

Address: 4040 Moorpark Ave STE 100 City: San Jose State: CA Zip: 95117

Phone: () Email Address: kathleen@hkidsf.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2023

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

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

Healthier Kids Foundation will provide the following health services at no cost to ARUSD

students grades TK-8 for the next 3 years: Vision, Dental and Hearing screenings/case

management, oral health education, Medi-Cal enrollment and healthier lifestyle classes.

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

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

X b. **Other:** \$ 0.00 (describe rate agreement) No Cost to District

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



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San Jose, CA 95117
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Fax: 408.326.2711
www.hkidsf.org

**MEMORANDUM OF UNDERSTANDING BETWEEN
ALUM ROCK UNION SCHOOL DISTRICT AND
HEALTHIER KIDS FOUNDATION SANTA CLARA COUNTY
SCHOOL YEARS 2020-2023**

This Memorandum of Understanding (MOU) is an Operational Agreement between the Alum Rock Union School District (ARUSD) and the Healthier Kids Foundation (HKF). The purpose of this MOU is to establish the terms and conditions under which ARUSD and HKF agree to work collaboratively to provide vision, dental, and hearing screenings, oral health education, case management of students that receive a referral from the screenings, enroll children into subsidized health coverage programs, and provide 10 Steps to a Healthier You! series for students in grades preschool through 8th grade. This partnership will work together in order to promote subsidized health coverage programs and provide effective information sharing, referral processes, and secure data tracking associated with the need for further care.

The parties agree to comply with the terms and conditions contained in this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding.

APPROVED FOR ALUM ROCK UNION SCHOOL DISTRICT

Dr. Hilaria Bauer, Superintendent

Date

APPROVED FOR HEALTHIER KIDS FOUNDATION SANTA CLARA COUNTY:

DocuSigned by:
Kathleen King
0C13220414C84AB

Kathleen M. King, Chief Executive Officer

7/13/2020

Date



**Healthier Kids
Foundation**

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San Jose, CA 95117
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ARTICLE I

PROGRAM AND GENERAL PROVISIONS

1. PROGRAM

Alum Rock Union School District and Healthier Kids Foundation (HKF) will work together to promote subsidized health coverage programs for children (Medi-Cal, Healthy Kids, and Kaiser Child Health Program), for students from kindergarten through grade 8, that will assist qualified low-income, uninsured children with enrolling into health coverage, and obtain access to health services, to provide vision, dental, and hearing screenings, oral health education, case management of students that receive a referral from the screenings, and provide 10 Steps to a Healthier You! series for students in grades preschool through 8th grade. This partnership will work together in order to promote subsidized health coverage programs and provide effective information sharing, referral processes, and secure data tracking associated with the need for further care.

This MOU will define the areas of the role and responsibilities for interagency cooperation in order to facilitate uninsured children with obtaining health coverage.

2. TERM

This MOU is effective between the ARUSD and HKF on the date that all signatures of ARUSD and HKF are received, and shall remain in effect until June 30, 2023 unless terminated earlier or otherwise amended. Provisions of the term include an option of an additional three-year term.

3. PAYMENT

There is no exchange of funds related to this MOU.

4. ARUSD RESPONSIBILITIES:

- a. DentalFirst, HearingFirst, and VisionFirst programs:
 - i. Provide an administrative staff member at each screening site to serve as the point of contact for screening logistics.



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- ii. Allow 15 minutes for oral health education in each classroom before screening is conducted.
 - iii. Distribute screening results to the parents of the children who were screened.
 - iv. Ensure Principal and school staff inform parents when children have a 24-hour Emergency Dental Cases.
 - 1. Principal and school staff will encourage parents to follow up with Healthier Kids Foundation's case management services.
 - v. Provide missing contact information for those children whose screening results indicate an issue for HKF's follow up.
 - vi. Provide classroom rosters of all children being screened to HKF through FTP prior to the screenings (Template sent to staff in advance of school year).
- b. COPE Program:
- i. Distribute HKF flyers and referral forms to parents whose children may need health coverage.
 - ii. Assist parents with completing HKF referral form and submit to HKF (if feasible).
- c. 10 Steps Program:
- i. Provide an administrative staff member at class site to serve as the point of contact for class logistics or to aid in on-line classes.
 - ii. If class is in person, provide two rooms at site for parent education and child supervision.
 - iii. Conduct outreach to parents and caregivers who may be interested in attending the three-class series.
 - iv. Provide a list of parents and caregivers who enroll into classes (if feasible).



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5. HKF RESPONSIBILITIES:

- a. Use the information provided through FTP to determine if students are uninsured.
- b. Contact students' parents/guardians and determine eligibility for a health coverage program and assist parents/guardians with scheduling appointments with Certified Application Assistors to apply for and enroll into health coverage.
- c. Assist families with the process of enrolling their children into a health coverage program.
- d. Ensure that information provided on students' registration/enrollment forms is used only for purposes directly related to the enrollment of students into subsidized health coverage programs.
- e. Destroy any copies of students' registration/enrollment forms once parents apply for health coverage.
- f. Maintain the confidentiality of student record information and any other confidential ARUSD information that HKF and its staff and agents obtain while performing services pursuant to this MOU, and enter into nondisclosure agreements regarding ARUSD confidential student information with individuals and/or organizations that HKF will be sharing ARUSD student information.
- g. Visit all ARUSD school sites on mutually agreed upon dates and times for screenings.
- h. Through the DentalFirst, HearingFirst, and VisionFirst programs, screen children for dental, hearing, and vision issues and provide follow up to the parents of those children whose screening results indicate an issue to assist parents with accessing follow-up services for their children:
 - i. Distribute screening results to administrative staff within 7 days from the time of screenings per the State of California mandate.
 - ii. Provide follow up to the parents of the children whose screening results indicated an issue within two weeks of the screenings.
 - iii. Provided 24 hour follow up to parents whose children have been identified to have a dental emergency and need immediate care.
- i. Through the COPE Program, assist the parents of identified uninsured children with applying for and enrolling into subsidized health coverage.
 - i. Contact parents of uninsured children who are in need of enrolling them into health coverage within one week of being identified.
- j. Through the 10 Steps to a Healthier You Program, provide parenting classes on implementing healthy lifestyles in their homes.
 - i. Offer '10 Steps to a Healthier You' three-class series as often as parents and caregivers will attend (a minimum of ten parents per class).



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- ii. Provide free child supervision to any parent or caregiver who attends a classes in person.

ARTICLE II GENERAL TERMS

1. AMENDMENTS

All amendments or modifications must be in writing and signed by authorized representatives of contracting parties.

2. TERMINATION

ARUSD or HKF may request a termination of convenience (without cause) by notifying the other party in writing 30 days prior to the effective date of termination.

3. NON-EXCLUSIVE REMEDIES

The remedies listed in this MOU are non-exclusive, and ARUSD retains all other rights and remedies it may have under general law, including the right to terminate the MOU immediately without advance notice if HKF becomes unable to perform its obligations under this MOU.

4. DISPUTE RESOLUTION

ARUSD and HKF agree to utilize their respective offices to support the efforts of the other to deliver services. Both organizations agree to cooperate to resolve any disputes.

The parties acknowledge that issues may arise that require resolution between the parties. Both organizations agree to meet and confer to resolve such issues. Either party may notify the other party upon a 48-hour telephone notice or three-day written notice whenever a party desires to meet and confer and the other party shall attend on a mutually agreed date, time, and location.

5. SUBCONTRACTING AND ASSIGNABILITY

This MOU cannot be subcontracted or assigned without prior written approval of ARUSD. In the event of such approval, any subcontract or assignment is subject to the same provisions for providing service as the MOU between ARUSD and HKF. HKF must monitor, evaluate, and account for the subcontractor(s) services and operations. Any assignment of this MOU or subcontract entered into in violation of this provision by HKF is void and HKF will be held legally responsible.



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6. INSPECTION AND AUDIT

All records, books, reports and documentation maintained by ARUSD related to this MOU, or related to the ARUSD activities under this MOU, will be open for inspection and audit by federal, state, and MOU officials, or their agents, upon demand at reasonable times. This provision survives the termination of this MOU.

7. COMPLIANCE WITH STATUTES AND REGULATIONS

- a. ARUSD will comply with all federal, state and local statutes, laws, rules, regulations, codes, and ordinances, (Laws) effective at the inception of the MOU and that become effective during the term of this MOU relating to its performance under this MOU. To the extent that laws are in conflict with provisions of this MOU, the laws prevail.
- b. HKF will comply with all applicable subsequent amended or added federal, state and local Laws and execute amendments necessary to implement such Laws.

8. INDEPENDENT CONTRACTOR STATUS OF ARUSD

HKF will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of ARUSD. None of the provisions of this MOU is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this MOU. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee.

Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. HKF is solely responsible for the acts and omissions of its officers, agents, employees, HKF, and sub-contractors(s), if any.

9. RESPONSIBILITY FOR AUDIT EXCEPTIONS

ARUSD accepts responsibility for receiving, replying to, and complying with any audit exceptions by appropriate federal, state, or county, audit agencies.

10. SEVERABILITY OF PROVISIONS

If any provision(s) of this MOU are held invalid, the remainder of this MOU remains in force.



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11. CONFLICT OF INTEREST

- a. HKF must make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors in any state, federal or local law.
- b. In the event that a conflict of interest exists, as determined by ARUSD, costs may be disallowed, and such conflict may constitute grounds for terminating this MOU.
- c. HKF employees, or any members of HKF employee's immediate family, are prohibited from serving on an outside review or advisory board or committee, or from holding any similar position, which either by rule, practices or action recommends, or supervises ARUSD operations under this MOU, or authorizes funding to ARUSD under this program.

12. LEGITIMATE EDUCATIONAL INTEREST

Information may be disclosed from student records without prior parent/guardian consent to HKF and its staff if the information is relevant and necessary to providing a service/benefit relating to a student or his/her family (e.g., health care or counseling). Such information must be kept confidential by HKF and its staff as set forth in paragraph 14 below.

13. CONFIDENTIALITY

- a. HKF and its staff recognize and acknowledge that HKF and its staff must protect the privacy and electronic records containing confidential student information as required by the federal Family Educational Rights and Privacy Act of 1974 (FERPA), the California Education Code sections 49060 thru and including 49079 and the California State Constitution. This includes HKF agreeing to enter into nondisclosure agreements regarding ARUSD confidential student information with individuals and/or organizations that HKF will be sharing ARUSD student information.
- b. HKF, and member of its staff and/or any of HKF's agents may not disclose any confidential information obtained as the result of HKF and ARUSD entering into this MOU, unless such disclosure is directly related to the services being provided pursuant to this MOU.
- c. All applications and records concerning any individual receiving services pursuant to this MOU are confidential and are not open to examination for any purpose not directly connected with the administration, performance compliance, monitoring, or auditing of the program.
- d. No person may publish, disclose, use, or permit or cause to be published or disclosed, any confidential information pertaining to services, except as provided



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by law. Any inadvertent or willful disclosure of any confidential information may result in criminal penalties.

- e. HKF may use information provided by ARUSD pertaining to students only for purposes directly related to the identification of uninsured children, students needing case management assistance and assistance with enrolling them into health coverage. HKF shall maintain the confidentiality of this information, with the exception of forwarding the information on the application to certified application assistants working for the Health Trust for use in enrolling the students into a health coverage program.
- f. No information will be shared with any other government agency, including the United States Citizenship and Immigration Services (formerly Immigration and Naturalization Services) and the Social Security Administration or use the information for any purpose other than enrollment into a health coverage program.
- g. ARUSD must maintain confidentiality provisions required by law.

14. INDEMNITY

Mutual Indemnification for Agreements between Public Entities:

In lieu of the notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead ARUSD and HKF agree that each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability, imposed for injury occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees, or agents under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No party, or any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of their negligent acts or omissions or willful misconduct of the other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this MOU.

15. INSURANCE

Without limiting the indemnification of either part to this Agreement, each party shall maintain or cause to be maintained the following insurance coverage:

- a. A policy of commercial general liability with limits of liability not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) annual aggregate;



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www.hkidsf.org

- b. A policy of workers' compensation providing statutory coverage; and
- c. Such other insurance or self-insurance as shall be necessary to insure it against claim or claims for damages arising under the Agreement.

Insurance afforded by the commercial general liability policy shall be endorse to provide coverage to the other party of the Agreement as an additional insured. Each party to this Agreement shall provide a Certificate of Insurance certifying that coverage as required herein had been obtained. The requirements of this section maybe satisfied by the provision of similar coverage through a self-insurance program.

16. NOTICES

Communications relating to this MOU will be in writing, and shall be delivered personally, sent by United State mail, or sent by email to the addresses set forth below (phone numbers also included), signatures can occur by DocuSign:

Alum Rock Union School District
Dr. Hilaria Bauer, Superintendent
2930 Gay Avenue
San Jose, CA 95127
E-mail: hilaria.bauer@arUSD.org
Phone: 408-928-6830

Healthier Kids Foundation Santa Clara County
Kathleen M. King, Chief Executive Officer
4040 Moorpark Avenue, Suite 100
San Jose, CA 95117
E-mail: Kathleen@hkidsf.org
Phone: 408.605.5251

17. APPLICABLE LAWS AND VENUE

This MOU is governed and construed in accordance with the statutes of the State of California. Venue for all action is in Santa Clara County.

18. TOTALITY OF MOU

This MOU represents all of the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this MOU is binding of the parties.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Student Services (School/Dept.)

VENDOR NO. 22127

Submitted by: Norma Flores, Director

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

Name of Individual/Company: International Association for Human Values (IAHV)

Address: 2401 15th St. NW City: Washington DC State: _____ Zip: 20009

Phone: (650) 521-1343 Email Address: priya.mayur@iahv.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021

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

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

Master Contract for IAHV "Sky Schools Program". Sky Schools is a yoga program for ARUSD schools designed to help decrease student stress and negative coping habits. Goal of the program is to create a stress and violent-free school environment.

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

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

X _____ b. **Other:** \$ _____ (describe rate agreement) not to exceed \$3,000.00 per cohort sessions.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
										Master Contract	

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

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

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



International Association for Human Values

International NGO in special consultative status with the Economic and Social Council of the United Nations

Date: June 12 2020

International Association for Human Values (IAHV) proposes to teach its program, SKY Schools (formerly known as YES! for Schools), to students, parents and employees of ARUSD. By providing practical tools and skills, the program proposes to decrease stress and violent/negative coping habits. The long-term goal is to create stress-free, violence-free schools. **Due to the Covid-19 situation, all SKY Schools programs will be delivered online till in-person services are allowed by CDC/Santa Clara county. The schools/district are responsible for providing SKY Schools with appropriate virtual environment for program delivery (zoom, google meet and so on).**

Independent research by UCLA shows SKY Schools reduces impulsive behavior in youth. SKY Schools received the ESUHSD Board President's award in Feb 2014 for exemplary service to the community. SKY cover story was featured on the front page of San Jose Mercury News on Monday, Nov 30th 2009. Here is a link to article: http://www.mercurynews.com/news/ci_13891432?nclick_check=1.

Please feel free to contact me if you need answers to any specific questions or need further information about the project.

Sincerely,

Priya Mayureshwar

Director – SKY Schools, Bay Area

Priya.mayur@iahv.org 650-521-1343

www.skyschools.org



Online program – Option 1

Step 1: Teachers/Counselors take the SKY Schools online Educator and Parent program

Step 2: Once they complete the program, they get an app that they can use to bring 1-2 breathing techniques to their kids

SKY Schools online Educator and Parent program format:

3 consecutive days; 2.5 hours each day

Cost: \$195 per participant or \$3000 for 20 participants

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Online program – Option 2

SKY Schools teachers deliver age appropriate curriculum virtually to students

Pre-requisites: (1) Kids have space to do yoga stretches

- (2) Credentialed teacher present in virtual class
- (3) School provides us with safe virtual environment

- Grades K-2 – 5 sessions of 45 minutes each (can be 1-2 sessions each week)
- Grades 3-8 – 10 sessions of 1 hour each (most useful if they are spread across 2 consecutive weeks, M-F)
- Once they complete the program, they are eligible for follow-up sessions
- Preferred class size is 20-23
- Cost:
 - 5 sessions: \$250 per class (cohort)
 - 10 sessions: \$300 per class (cohort)
 - Each follow-up: \$100 per class (cohort)

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In person program – Option 3

SKY Schools teachers deliver age appropriate curriculum in-person to classes

Pre-requisites: (1) Kids have space to do yoga stretches

(2) Credentialed teacher present in the class

(3) School provides us with a room and clean yoga mats, whiteboard, projector for computer

- Grades K-2 – 5 sessions of 45 minutes each (can be 1-2 sessions each week)
- Grades 3-8 – 10 sessions of 1 hour each (most useful if they are spread across 2 consecutive weeks, M-F)
- Once they complete the program, they are eligible for follow-up sessions

• Preferred class size is 25-30

• Cost:

- 5 sessions: \$500 per class (cohort)
- 10 sessions: \$1000 per class (cohort)
- Each follow-up: \$200 per class (cohort)

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Student Services (School/Dept.)

VENDOR NO. _____

Submitted by: Norma Flores, Director

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: Lozano Smith Attorneys at Law

Address: 2001 N. Main St. City: Walnut Creek State: CA Zip: 94596

Phone: (928) 953-1620 Email Address: agarcia@lozanosmith.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

Lozano Smith Attorneys at Law will provide remote legal consultation and professional development via phone, email and webinars regarding various school topics such as expulsion, section 504, bullying concerns and COVID-19.

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

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

X b. **Other:** \$ 5,000.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
010	0000	0	5810	00	0000	3130	000000	340	3220	\$5,000.00	R 7/21/20

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



Lozano Smith

ATTORNEYS AT LAW

PROFESSIONAL RATE SCHEDULE FOR ALUM ROCK UNION SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	\$ 275 - \$ 350 per hour
Associate	\$ 215 - \$ 285 per hour
Paralegal / Law Clerk	\$ 135 - \$ 195 per hour
Consultant	\$ 135 - \$ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$350 - \$385 per hour.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2020, between the ALUM ROCK UNION SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services for Client in relation to litigation or Specialized Services.
4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be

deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. **MAINTENANCE OF INSURANCE.** Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. **CONSULTANT SERVICES.** Attorney works with professional consultants that provide services, including but not limited to investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. **DISPUTE RESOLUTION.**

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.


13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Alum Rock Union School District	Lozano Smith, LLP
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING <i>Hilaria Bauer, Ph.D., Superintendent</i>	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 06/16/2020



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Student Services (School/Dept.) VENDOR NO. 17755

Submitted by: Norma Flores, Director

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: School Innovations & Achievement-"Attention2Attendance" software

Address: 5200 Golden Foothill PKWY City: El Dorado Hills State: CA Zip: 95762

Phone: (800) 487-9234 Email Address: jilld@sia-us.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021

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

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

Attention2Attendance is a student attendance management software that provides attendance analysis reports as well as prepare and distribute school attendance letters to ARUSD families.

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

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

X _____ b. **Other:** \$62,300.00 (describe rate agreement) Flat Rate

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	3130	00000	340	5210	\$62,300.00	<i>RL</i> 2/14/20

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



ATTENTION2ATTENDANCE® (A2A) SOFTWARE & SERVICES AGREEMENT

Between

SCHOOL INNOVATIONS & ACHIEVEMENT

And

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

This AGREEMENT ("Agreement") dated August 14, 2020, is made by and between Alum Rock Union Elementary School District ("District") and School Innovations & Achievement, a California corporation ("SI&A"), each being a "Party" and collectively the "Parties."

RECITALS

WHEREAS, District is authorized to retain SI&A to provide the software and services described below;

WHEREAS, SI&A's patent no. 9767440, filed April 10, 2014, for a system and method for student attendance management covers the software and services described below;

WHEREAS, District has determined that SI&A is qualified to provide such software and services, which are not available from public sources accessible to District;

WHEREAS, District desires to license the patented system and method for managing student attendance; and

WHEREAS, the Parties desire to enter into an agreement for SI&A to provide these services and software to the District under the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Term.** This Agreement begins July 1, 2020 (the "Effective Date") and will automatically expire on June 30, 2021 (the "Expiration Date").

Notwithstanding this Section 1, SI&A may terminate this Agreement as provided elsewhere in this Agreement and/or the exhibits hereto.

2. **Grant of License.** Commencing on the Effective Date, SI&A grants to District a nonexclusive nontransferable license to SI&A's patented Software and Services (U.S. patent no. 9767440), for the purposes and subject to the terms and conditions stated in this Agreement, for those users identified by District as needing to access the Software and Services (as those terms are defined in Section 3, below) as part of their job duties and approved by SI&A, which approval may not be

unreasonably withheld (individually an “Authorized User” and collectively the “Authorized Users”), to use and access the Software and Services.

This license does not authorize the licensee to make or create derivations, improvements, or variation upon the patented system and method. Licensee agrees to communicate any discoveries, modifications, enhancements, or other improvements on the patented system and method to Licensor, whether originating internally or externally.

Payments agreed upon herein are due regardless of whether the particular services are specifically covered by a claim in the patent. Though the patent is in full force and effect, this Agreement and payment provisions herein remain in full force and effect regardless of expiration, termination, or invalidation of all or any part of the patent by a court of law or patent office.

3. Attention2Attendance® – Base Program.

Description of Software and Services. SI&A shall provide District the following software (“Software”) and services (“Services”) for each school site on Exhibit C (“Sites”) during the Agreement Term. The Software and Services provided pursuant to this Section 3 are collectively referred to as the “Base Program.” The Software and Services constitute a system and method for student attendance management, as protected by U.S. patent no. 9767440.

3.1 Access By Authorized Users. Provide each Authorized User with a unique login username and password combination (an “Authentication Credential”), which District and its employees shall not disclose to any other person (including, but not limited to, other employees of District) other than the Authorized User for which SI&A issues the Authentication Credential. SI&A will issue Authentication Credentials for new Authorized Users during the Agreement Term. Such new Authentication Credentials shall be subject to the restrictions and requirements set forth above in this section pertaining to Authorized Users and Authentication Credentials.

3.2 Attendance Management Software and Analysis.

- a) Provide access to online software attendance analysis reports for the Authorized Users based on site comparisons, national studies and comparative trend analysis;
- b) Prepare Attendance Management and Analysis Reports; and
- c) Review the Attendance Management and Analysis Reports’ findings and recommendations with District.

3.3 Letter Software Management of Initial Notification of Truancy Letters (NOT).

- a) Provide access to a web-based software system for the Authorized Users that produces Initial Notification of Truancy (NOT) Letters to parents or guardians of each applicable pupil; and

- b) Prepare and distribute, by United States mail, all Initial Notification of Truancy (“Truancy Letters”) to each applicable pupil’s parents or guardians, consistent with District policy.

3.4 Letter Software Management of Discretionary Attendance Notifications.

- a) Provide access to a web-based software system for the Authorized Users that produces optional attendance letters to parents or guardians of each applicable pupil; and
- b) Prepare and distribute by United States mail, discretionary attendance letters to each applicable pupil’s parents or guardians as is consistent with District’s truancy and excessive excused absence policy; and
- c) Prepare and distribute by United States mail, discretionary distance learning letters to each applicable pupil’s parents or guardians as is consistent with District’s distance learning policy.

3.5 Conferencing Software.

- a) Provide access to a web-based software system for the Authorized Users that allows monitoring and tracking of pupils that require attendance conferencing consistent with district policy;
- b) Discretionary software conferencing capability related to other excessive absence/tardy issues; and
- c) Prepare and distribute by United States mail, Conference Notification Reminder Letters to each applicable pupil’s parents or guardians as is consistent with District’s conferencing policy.

3.6 Additional Notification Options. District has the option to utilize an additional notification system that sends emails to parents or guardians alerting them that a letter is coming in the mail (“Notification System”). District can opt-in to send the following notices if it has the necessary and required consent from the parents or guardians of each student, as required by and in accordance with the applicable laws and regulations, to engage SI&A and its subcontractors to send notifications via emails or text messages.

- a) An email to the parents of any child receiving a letter. The email notifies the parent that a letter is coming in the mail.
- b) A text to the parents of any child receiving a conference letter, noting the details of the scheduled conference. This is in addition to the hardcopy conference notification the parent will get in the mail.

3.7 Application Training Course and Materials. All training materials are included.

- a) Each day of on-site training consists of four (4) sessions with up to 25 people per session. (The number of days of on-site training required is determined by District size.) The on-

site training will be provided on a mutually agreed upon date immediately after SI&A receives signed Agreement and configuration set up has been agreed upon for implementation purposes. Additional on-site training is available for an additional fee of \$2,500 per day.

- b) Services include complimentary technical support via the assigned Attention 2 Attendance® (“A2A”) Team in addition to the SI&A Help Desk; and
- c) Unlimited access to Ongoing Online Application Courses & Trainings for the Authorized Users. This service includes an Implementation Manager to demonstrate application use via web hosted training applications.

3.8 Data Collection & General Provisions.

- a) SI&A will install and configure the Software, including SI&A’s encryption and delivery mechanism (the ROBOT). The ROBOT is a JAVA application that uses a secure, read-only (District) configured ODBC connection. SI&A will only use commercially accepted practices to access District’s data environment to install and configure interfacing applications between the Software, including the ROBOT and District’s Student Information System. A list of data elements that the ROBOT will pull as part of the Services is attached to this Agreement as Exhibit E.
- b) When SI&A transfers District data originating on District’s system over the Internet, SI&A will use only an encrypted network traffic via industry standard Secure Socket Layer (SSL).
- c) District shall own all data and records provided to SI&A by District that are subject to California Education Code Sections 49073 et seq., (“District Data”) and all intellectual property rights therein. District grants to SI&A a perpetual, exclusive, royalty-free license to aggregate District Data and to use, modify, distribute, and create derivative works based on District Data as so aggregated solely for the purposes of (i) providing the Software and Services to the District during the Agreement Term as set forth herein, and (ii) referencing and documenting SI&A’s experience and capabilities, but only to the extent SI&A’s use does not violate Section (e) below. District acknowledges that SI&A owns proprietary intellectual property which it uses to provide the Software and perform the Services to District hereunder. SI&A shall own and retain all intellectual property rights in any and all reports, statistics, and other works of authorship, products or processes produced in the performance of Services or provision of Software hereunder. Notwithstanding the foregoing, District grants SI&A a perpetual, exclusive, royalty-free license to use de-identified District Data for any purpose otherwise allowed by law. As set forth in the Standard Terms and Conditions, District and SI&A shall cooperate to preserve the confidentiality of District Data as mandated by applicable federal and state law.
- d) SI&A will neither disclose District Data nor access District Data except as needed to perform the functions of the software and the Notification System, as it is related to attendance management programs. All data access will occur on a mutually agreed upon basis to accommodate the frequency of letter distribution and the related notifications.

- e) SI&A shall: (i) provide its basic support for the A2A product to District at no additional charge, and/or (ii) use commercially reasonable efforts to make software available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which SI&A shall give at least 4 hours notice online or via email and which SI&A shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond SI&A's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SI&A's employees), failures, downtime or delays by an Internet Service Provider or third-party social platform, or denial of service attacks.

3.9 Letter Types.

Letter Type:	District Letter Selections
Unlimited Truancy Letter 1 (NOT)	Included
Unlimited Truancy Letter 2	Included
Unlimited Truancy Letter 3	Included
Unlimited Excessive Excused Absences Letter 1	Included
Unlimited Excessive Excused Absences Letter 2	Included
Unlimited Conference Notification Reminder Letters	Included
Unlimited Discretionary Distance Learning Letters	Included

4. District's Responsibilities; District Acknowledgment.

4.1 District will be responsible for the following:

- a) The substantive outcomes of the Software and Services;
- b) Preparing and furnishing to SI&A, promptly upon its request, such information that is reasonably necessary to perform the Services and/or install the Software;
- c) Completing the Implementation Process and District Contact Information form attached hereto as Exhibit B;
- d) Accurately preparing and maintaining true and correct student documentation and records;
- e) Establishing and maintaining data collection and tracking procedures and other internal controls sufficient to support this service and software;
- f) Providing support and computer equipment for the Authorized Users compatible with the technology requirements specified by SI&A, including, but not limited to, (i) providing any Authorized Users with a computer on which a web browser compatible with SI&A's software is installed and (ii) ensuring that the District's computer systems meet the technology requirements specified by SI&A for (1) the operation of the ROBOT or any

other Software installed on District's systems pursuant to this Agreement and (2) access by SI&A to the data collected by the ROBOT;

- g) Ensuring that District personnel do not delete, modify, or otherwise impair the operation of the ROBOT or any other Software installed on District's systems pursuant to this Agreement;
- h) Ensuring that District and school personnel who use SI&A products and services participate in the training sessions provided to District by SI&A;
- i) Providing the assistance and contact information of school personnel. SI&A has explained SI&A's requirements in this regard to District and District agrees to meet these requirements;
- j) Notifying SI&A when an Authorized User no longer requires access to the A2A system so that SI&A may, in its sole and absolute discretion, deactivate the Authentication Credential for that Authorized User;
- k) Protecting SI&A Confidential Information (as that term is defined in Section 4.2, below) by taking steps to preserve the confidentiality of SI&A Confidential Information, which shall, at a minimum, include (1) all steps taken by District to protect District's own confidential information and (2) ensuring that no one other than an Authorized User accesses the Services, Software, Materials, or SI&A Confidential Information;
- l) Promptly advising SI&A in writing immediately once District becomes aware of any actual or threatened unauthorized use or disclosure of any of the SI&A Confidential Information (as that term is defined in Section 4.2, below);
- m) Ensuring that District and District personnel who use SI&A products or services comply with the terms and restrictions contained in this Agreement, including, but not limited to enforcing the terms of this Agreement as to its employees as to the confidentiality of the SI&A Confidential Information and taking such action, legal or otherwise, to the extent necessary to cause District's employees to comply with the terms and conditions of this Agreement and thereby prevent any disclosure or unauthorized use (as such unauthorized uses are set forth in Section 4.2, below) of the SI&A Confidential Information by any of District's employees;
- n) Ensuring that District has the necessary and required consent from the parents or guardians of each student, as required by and in accordance with the applicable laws and regulations, to engage SI&A and its subcontractors to send notifications via emails or text messages; and
- o) Within fifteen (15) business days of termination or expiration of the Agreement for any reason (including, but not limited to, any fault of SI&A or District) with respect to any SI&A Confidential Information in the control or possession of District, and at SI&A's election, either (i) destroy SI&A Confidential Information and certify to SI&A in writing that such destruction has in fact been completed in its entirety (including, but not limited to, the permanent deletion of all electronic data) or (ii) return the SI&A Confidential

Information to SI&A. SI&A shall have the sole and absolute discretion to decide between destruction of SI&A Confidential Information and return of SI&A Confidential Information and may make different elections for different components of SI&A Confidential Information.

4.2 Restrictions. During performance of the Agreement, SI&A may provide materials or disclose to District certain materials or information which SI&A considers proprietary or confidential (“SI&A Confidential Information”). SI&A Confidential Information includes but is not limited to SI&A’s training handbooks; policy manuals; instructions; copyrighted checklists and forms; all written, oral, electronic, or visual information or data which are non-public, confidential, competitively sensitive, personal, or proprietary in nature; the materials and/or the information provided by SI&A to District (whether before or after the execution of this Agreement); information contained in any and all pending patent applications by SI&A; trade secrets belonging to SI&A; any and all software owned and/or created by SI&A including but not limited to the Software; manuals; forms; data; data tables; draft letters; questionnaires; and similar information, material, or documents; and any and all copies of the foregoing. Therefore, the rights granted to District in this Agreement are subject to the following:

- a) District acknowledges the confidential and proprietary nature of the SI&A Confidential Information and agrees to hold and keep the SI&A Confidential Information confidential and otherwise agrees to each and every restriction and obligation set forth in this Agreement. District shall use the SI&A Confidential Information solely as part of the services provided under this Agreement and solely during the term of this Agreement (the “Authorized Uses”). District shall not use or permit any of its employees to use any of the SI&A Confidential Information for any reason or purposes other than the Authorized Uses. Uses that are not Authorized Uses include, but are not limited to, those uses explicitly set forth below;
- b) District shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the A2A Service, Software, related materials pertinent to A2A Materials (the “A2A Materials”), and/or any SI&A Confidential Information available to any third party other than an Authorized User;
- c) District shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the A2A Service, Software, A2A Materials, or SI&A Confidential Information or access the A2A Service, Software, A2A Materials, or SI&A Confidential Information in order to build a similar or competitive product, software, or service or to assist any third party in building a similar or competitive product, software, or service, including, but not limited to, accessing the A2A Service, Software, A2A Materials or SI&A Confidential Information for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes;
- d) Except as expressly stated herein, no part of the A2A Service, Software, A2A Materials, or SI&A Confidential Information may be copied, reproduced, distributed, republished, downloaded, displayed, posted, transmitted, or otherwise disclosed in any form or by any

means (including but not limited to electronic, mechanical, photocopying, recording, or other means) except with the express prior written consent of SI&A;

- e) District shall not disclose any review of the A2A Service or Software (including but not limited to the results of any performance tests) to any third party without SI&A's prior written approval;
- f) District agrees to make every reasonable effort to prevent unauthorized third parties from accessing the A2A Service, Software, A2A, or the SI&A Confidential Information (or any portion thereof);
- g) District acknowledges and agrees that SI&A or its third-party providers shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the A2A Service, Software, the A2A Materials, and SI&A Confidential Information and any suggestions, enhancement requests, feedback, recommendations or other information provided by District or any other party relating to the A2A Service, Software or the A2A Materials;
- h) District agrees that District shall not for any reason direct, recommend, or encourage an employee to disclose an Authentication Credential to District, any other employee of District, or any third party;
- i) District agrees that District shall not use the SI&A Confidential Information, whether directly or indirectly, to assist, whether directly or indirectly, any business that competes with SI&A;
- j) District agrees that District shall not use the SI&A Confidential Information in any way, shape, or form after the expiration or termination of this Agreement;
- k) District agrees that District shall not permit any use of the SI&A Confidential Information by a third party other than District except with the express prior written consent of SI&A;
- l) District agrees that District shall not use or permit to be used the SI&A Confidential Information in any way, shape, or form that attributes the SI&A Confidential Information as having been created, developed, prepared, derived, designed, protected, or owned by any person other than SI&A;
- m) District agrees that District shall not use the SI&A Confidential Information in any way that is detrimental to the interests of SI&A;
- n) District shall carefully restrict access to the Services, Software, Materials, and SI&A Confidential Information to only those of District's employees who (i) require such access in order to perform their job duties, and (ii) are informed by District of the confidential nature of SI&A Confidential Information and the obligations pursuant to this Agreement, including, but not limited to, the provisions of Sections 4.1 and 4.2 of this Agreement; and

- o) District acknowledges and agrees that all of the restrictions of this section shall apply to any SI&A Confidential Information provided to the District as part of any negotiations for the renewal or extension of this Agreement.

4.3 Right of Termination by SI&A. If District violates any of District's covenants, restrictions, or responsibilities in this Section 4, SI&A shall have the unilateral right to terminate this Agreement in SI&A's sole and absolute discretion. Upon termination of this Agreement pursuant to this Section 4.3, (a) SI&A will invoice District for Fees owing within the Agreement Term and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice and (b) District will have ten (10) days to download and/or print all historical information and work in progress. SI&A's right of termination in this Section 4 is in addition to, and independent from, any other right of termination contained within this Agreement.

5. Payment of Fees.

5.1 Fees. For Software and Services provided pursuant to the terms of this Agreement, as outlined in Section 3, District agrees to pay SI&A **\$59,300** for the fiscal year 2020/2021.

5.2 Payment. The annual Fee described above is payable as follows:

	<u>FY 2020/2021</u> <u>07/01/2020-06/30/2021</u> Due 07/01/2020
Annual Fee*	\$59,300

*There is an additional \$2,500 SIS change fee if District changes SIS during the Agreement Term. The fee will be due upon SI&A commencing with the implementation of the new SIS.

District acknowledges and agrees that payment of any outstanding installments of the Fee are due and payable on the dates indicated notwithstanding any termination of this Agreement by District prior to the end of the Agreement Term.

6. District's Representations and Warranties. In addition to other representations and warranties of District contained herein, District hereby expressly warrants and represents to SI&A that the following statements are true and accurate as of the Effective Date and throughout the Agreement Term:

6.1 The execution, delivery and performance of this Agreement by SI&A and the consummation of the transactions contemplated hereby do not conflict with or result in a violation of any law governing the District's existence as a school district, its operations or ability to contract;

6.2 This Agreement constitutes a legal, valid and binding obligation of District, enforceable against District in accordance with its terms;

6.3 District has the absolute and unrestricted right, power, authority and capacity to execute this Agreement and perform District's obligations hereunder;

6.4 Neither the execution nor the performance of this Agreement will directly or indirectly contravene or violate any law, or give any person the right to challenge any Services or Software hereunder or obtain any relief under the law; and

6.5 All of the information provided to SI&A is true and accurate in all respects.

7. **Disclaimer of Warranties.** Except as provided otherwise herein, SI&A and its third-party providers hereby disclaim all express or implied representations, warranties, guaranties, and conditions with regard to the A2A service, Software, the A2A materials, and the Services including but not limited to any implied representations, warranties, guaranties, and conditions of merchantability, fitness for a particular purpose, title and non-infringement, and quality of service. SI&A and its third-party providers make no representations or warranties regarding the reliability, availability, timeliness, quality, suitability, truth, accuracy or completeness of the A2A service, Software, the A2A materials, or the Services or the results district may obtain by using the A2A service, Software, the A2A materials, or the Services. Without limiting the generality of the foregoing, SI&A and its third-party providers do not represent or warrant that (a) the operation or use of the A2A service, Software or A2A materials will be timely, secure, uninterrupted or error-free; (b) the quality of any products, services, information, or other material district purchases or obtains through the A2A service and software will meet district's requirements; and (c) the A2A service, Software, A2A materials, or the systems that make the Service available are free of viruses or other harmful components. District acknowledges that neither SI&A nor its third-party providers controls the transfer of data over communications facilities (including the Internet) and that the A2A service, Software and A2A materials may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. SI&A is not responsible for any delays, delivery failures, or other damage resulting from such problems. Except where expressly provided otherwise by SI&A, the A2A service, Software, the Services, and the A2A materials are provided to District on an "as is" basis.
8. **Survival.** The provisions of Sections 4, 5, 6, and 7, herein in addition to Standard Terms and Conditions #9, #10, #12, and #16, shall survive the termination of this Agreement.
9. **Entire Agreement.** This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
10. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated herein by this reference.
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

12. Infringements. All decisions concerning enforcement of the patent licensed in this agreement against infringement by third parties shall be made solely by SI&A in its sole discretion.


IN WITNESS WHEREOF, this Agreement is dated as of the date set forth above.

SI&A:

DISTRICT:

**SCHOOL INNOVATIONS
& ACHIEVEMENT**

**ALUM ROCK UNION ELEMENTARY
SCHOOL DISTRICT**

Signature: 
Date: 8/5/2020
Print Name: Jeffrey C. Williams
Title: Chief Executive Officer
Company: School Innovations & Achievement
Address: 5200 Golden Foothill Parkway
El Dorado Hills, CA 95762
Phone: (800) 487-9234
Fax: (888) 487-6441

Signature: _____
Date: _____
Print Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Student Services (School/Dept.)

VENDOR NO. 17152

PROGRAM MANAGER: Norma Flores

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: Second Harvest of Silicon Valley

Address: 750 Curtner Ave City: San Jose State: CA Zip: 95125

Phone: (_____) _____ Email Address: layala@shfb.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2023

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

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

Second Harvest of Silicon Valley will promote Cal-Fresh assistance & food resources to
ARUSD K-8 students and families. ARUSD schools will also be provided with physical
food distribution.

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

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

☒ b. **Other:** \$ 0.00 (describe rate agreement) No Cost

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC
				No Cost		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



SECOND HARVEST
of SILICON VALLEY

Partner Program Agreement

Second Harvest of Silicon Valley ("Second Harvest") collaborates with organizations in making food available to people in need in Santa Clara and San Mateo Counties. To that end, **Second Harvest** and **Alum Rock Unified School District (Program)** hereby agree to the following:

Second Harvest Responsibilities:

1. **Second Harvest** will provide products to **Program** in quantities and assortments and at times as **Second Harvest** and **Program** agree.
2. **Second Harvest** will use the donated area during the agreed scheduled distribution time.
3. **Second Harvest** staff will monitor the **Program's** activities on a regular basis as **Second Harvest** determines appropriate. All volunteers and program participants must adhere to established guidelines in order to participate at the **Program** location. If an incident occurs with a volunteer or participant, **Second Harvest** staff will notify the reporting agent as to what action has taken place on the reported issue(s).
4. **Second Harvest** will work cooperatively with and provide assistance to **Program** including support and training about client eligibility guidelines, safety, and other matters as **Second Harvest** determines is appropriate. Each **Program** will have a volunteer **Site Lead** who will be assigned to assure that the operation goes smoothly. (The exception will be satellite sites or programs where the staff of the location takes over this responsibility.)

Program Responsibilities:

1. In the event that **Program** provides a site for the food distribution, such site will be provided at no charge to **Second Harvest**, and on an agreed upon schedule. The site will at all times be accessible by delivery truck and have room for tables, pallets and food recipients.
2. **Second Harvest** and **Program** may change the dates and hours of distribution upon advance mutual agreement and availability of the site.
3. **Program** will distribute food only to persons who meet **Second Harvest** eligibility criteria and who otherwise are low-income, needy, ill, or infant individuals for use in Santa Clara or San Mateo counties. **Program** will not charge recipient for food. **Program** will distribute the food on a first-come, first-serve basis or by appointment, and take reasonable steps to ensure that each recipient receives an appropriate supply. **Program** will distribute leftover food accordingly as defined by **Second Harvest**.
4. **Program** will not require any individual to participate in religious activities (such as attending religious services, prayer, or counseling sessions) in order to receive **Second Harvest** products.



Partner Program Agreement

5. **Program** site should be free of hazards. Program site must properly display emergency exits and safety protocols and fire extinguishers must be located on site and inspected regularly.
6. **Program** will consolidate all excess product, trash, cardboard etc. at the end of distribution, if necessary, for pickup by **Second Harvest**.
7. **Program Staff and Volunteers** will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran. Any person who believes he or she has been discriminated against in any activity should contact their Program Manager at (408) 266-8866 or (650) 610-0800.
8. **Program Staff and Volunteers** will not sell, barter, or exchange **Second Harvest** products for money, property, or services. **Program staff and volunteers** may not require or accept from recipients any donations in conjunction with, as a condition of, or in relation to the receipt of **Second Harvest** products. **Program staff** and volunteers will not transfer **Second Harvest** products to another organization without first obtaining consent from **Second Harvest**.
9. As required by the program type, **Program** will maintain appropriate storage space and otherwise take actions to ensure food and other products received from **Second Harvest** remain in good condition from time of receipt to distribution. **Program staff and volunteers** will observe safe and proper handling practices of all product, which conforms to all local, state and Federal regulations.
10. **Program** will send a representative to attend all meetings as scheduled or requested by **Second Harvest**.
11. **Site Leads** will train volunteers on site-specific safety procedures and what to do in an emergency.
12. As required by the program type, **site lead, program staff or volunteers** will collect information and maintain appropriate records of its activities under this Agreement, including, without limitation, information about (i) the number of households and individuals served and (ii) volunteer participation, hours worked and contact data. **Program** will retain these records for at least 3 years and make them available for review by **Second Harvest** upon reasonable request.
13. **Program** will submit all required reporting to **Second Harvest** in a timely manner including



Partner Program Agreement

submission, within seven (7) days following the end of each month, a monthly count of unduplicated individuals served during that month.

14. The **site lead, program staff or volunteers** will contact **Second Harvest** immediately if there are perceived problems with the distribution, participants, and/or volunteers, any theft or other loss or any receipt of any claims or reports of illness relating to **Second Harvest** products. Please address questions or concerns to your Partnership Manager.
15. **Program staff and volunteers** will comply with all laws, regulation and ordinances, and will comply with all organizational and client eligibility, operational, record keeping, or any other **Second Harvest** or Feeding America requirements, that relate to **Program's** activities under this Agreement.
16. **Program** will perform and verify that a national background check has been passed by any and all **Program staff and volunteers** with direct repetitive contact with children. Direct repetitive contact is defined as three or more occurrences of contact with children during an academic year where their parent or legal guardian is not present.

General Provisions:

1. **Second Harvest** may during normal business hours and without notice inspect and monitor the **Program** and all facilities used by **Program** regularly in carrying out its activities under this Agreement. This does not impose any duty on **Second Harvest** to inspect any **Program** facility or assume any liability of any kind arising from inspecting or not inspecting any facility.
2. Any outside group/organization wishing to distribute materials and/or make presentations at the **Program** site during the **Second Harvest** distribution must get advance written permission from **Second Harvest**.
3. No food other than that provided by **Second Harvest** may be distributed during this time.
4. **Program** and **Second Harvest** will maintain appropriate liability insurance. Parties will provide to each other upon request a Certificate of insurance confirming this coverage and naming the other party as additional insured.
5. Parties will indemnify, defend, and hold the other party harmless from and against any and all claims, liabilities, losses, damages, and expenses, including without limitation, claims arising from death or personal injury, taxes, and attorneys' fees and expert witness costs, arising from or in relation to: (i) any breach of its obligations under this Agreement; or (ii) any other act or omission by Party. Parties will have no obligation to indemnify the other party to the extent the liability is caused by the other party's gross



SECOND HARVEST
of SILICON VALLEY

Partner Program Agreement

negligence or willful misconduct.

6. **Program** and **Second Harvest** are independent contracting parties and separate legal entities. This Agreement is not intended to and does not create a partnership, joint venture, employment, fiduciary, control or similar relationships for any purpose. Neither party has the power or authority to bind or obligate the other to a third party or commitment in any manner.
7. This Agreement is the entire agreement between **Second Harvest** and **Program** and supersedes prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing, and communications between **Second Harvest** and **Program** relating to the same subject matter.
8. This Agreement may be amended only as stated in writing, signed by both parties, which states that it is an amendment to this Agreement.
9. This Agreement may be terminated (i) by the written consent of **Program** and **Second Harvest** at any time, or (ii) by either party upon 30 days' written notice to the other party. **Second Harvest** may terminate this Agreement immediately if **Program** dissolves, liquidates, ceases to engage in its operations, breaches any terms of this Agreement or makes any false statement to **Second Harvest**. Such a termination will be effective upon delivery by **Second Harvest** to **Program** of a notice to that effect.

This agreement will be in effect from June 2020 until revoked, in writing, by either party.

Second Harvest of Silicon Valley:

Partner: _____

Signature: 

Signature: _____

Name: Bruno Pillet

Name: Hilaria Bauer, Ph.D.,

Title: Vice President of Programs & Services

Title: Superintendent

Date: 6/23/2020

Date: _____

10/26/2019



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Student Services (School/Dept.) VENDOR NO. _____

Submitted by: Norma Flores

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: (408) 797-4274 Email Address: rachel@tcpp.org/ Danny@tcpp.org

SSN: _____ or Fed I.D. #: 46-1323539

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

The City Peace Project provides mentorship for at-risk students grades 4-8 through weekly small groups

to help them develop skills for healthy decisions, communicating effectively and setting and tracking goals.

Services will be available virtually for families as well as in person.

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

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

X b. **Other:** \$ _____ (describe rate agreement) Not to exceed \$7,000 per school

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
										Master Contract	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



Scope of Work

*Alum Rock Unified School District
2020-2021*

The City Peace Project provides mentorship for at-risk students through weekly small groups to help them develop skills for making healthy decisions, communicating effectively, and setting and tracking goals.

The City Peace Project will be available to provide both in-person and virtual services to students and families as needed in respect to health and safety guidelines.

One-on-one check-ins are provided for any student who requires further attention.

A parent check-in portion is included as well as quarterly updates with principal/ vice-principal or teacher as needed.

Off-campus educational or pro-social trips may also be included. *Educational trips* may include tours to Silicon Valley tech companies, Police tours, or other career-focused outings. *Pro-social events* are fun, relationship-building experiences including recreational or outdoor activities.

One group- \$700/ month per school site – not to exceed \$7000 per site.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Student Services (School/Dept.) VENDOR NO. 13882

Submitted by: Norma Flores, Director

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

Name of Individual/Company: YMCA of Silicon Valley-Project Cornerstone

Address: 80 Saratoga Ave City: Santa Clara State: CA Zip: 95051

Phone: (408) 351-6482 Email Address: ziem@projectcornerstone.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021

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

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

Project Cornerstone will support in ARUSD's efforts to provide a positive school climate by conducting workshops/engagement programs for staff, parents and students on various topics including bullying prevention at school sites wishing to participate. Services may delivered virtually if necessary.

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

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

X b. **Other:** \$ 10,000.00 (describe rate agreement) Flat Rate

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	3130	000000	340	5210	\$10,000.00	<u>IR</u> 2/17/20

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY



Memorandum of Understanding

YMCA of Silicon Valley Project Cornerstone & Alum Rock Union School District
School Partnership Agreement
July 2020 – June 2021

This memorandum of understanding outlines the agreement between the YMCA of Silicon Valley Project Cornerstone (Project Cornerstone) and the Alum Rock Union School District (ARUSD) regarding implementation of the Project Cornerstone School Partnership during the period of July 2020 – June 2021.

With the current COVID-19 situation and various unknown factors, Project Cornerstone will continue to collaborate with partners to address needs related to current guidelines and protocols, as determined by the authorities and the District. Content of the training workshops, programs, and services may need to be modified, and delivery may need to be in-person, on-line, or a hybrid of both, as requested.

Project Cornerstone will support ARUSD's efforts to provide a positive school climate for all of its students and to increase parent/adult and staff engagement. The goal of this collaboration is to educate both adults and students on how to create an environment where all youth succeed and thrive:

1. Use of Resources:
 - a. Project Cornerstone will assign the School Partnerships Director to provide service coordination.
 - b. ARUSD will assign a liaison to coordinate services.
 - c. ARUSD will provide space for services and programs at no cost to Project Cornerstone.
2. Payment and Service Report Terms:
 - a. ARUSD will pay Project Cornerstone \$10,000. ARUSD has the option to choose a payment timeline:
 - i. Full payment at \$10,000 due August 31, 2020, or
 - ii. Split payment with \$5,000 due August 31, 2020 and \$5,000 due January 29, 2021.
 - b. Project Cornerstone will submit a mid-year report on services provided by mid-January 2021 and an end-of-year report on services provided by mid-June 2021.
3. Coordination and Delivery of Services from the Project Cornerstone "menu" *may* include services/programs such as the following, depending on ARUSD's needs/calendar and Project Cornerstone's staffing capacity/calendar:
 - a. Training and coaching to school site staff on Developmental Assets (e.g. caring school climate, service to others, positive adult role models, and school engagement) and their link to greater academic achievement and Social and Emotional Learning.
 - b. Parent Education workshops on topics such as Developmental Assets, bullying prevention, strengthening relationships, understanding adolescents, and supporting youth at school and home.
 - c. ***Take It Personally*** educational workshop series in the District for parents/adults: These workshops are 90 minutes each for six weeks. (Because of the COVID-19 situation as stated above and depending on the District's participants, Project Cornerstone may need to adjust the length of each workshop session and/or the number of sessions provided in this series if delivery is online.) This MOU does not cover the \$20 per participant cost of the workbook and other materials. Project Cornerstone is open to exploring ways to address this, such as: asking parents/participants for a suggested donation, or invoicing ARUSD separately while not asking parents/participants, or accepting a donation in any amount from ARUSD.

- d. At elementary school sites: **Bilingual Pre-School/Transitional Kindergarten (PK/TK)**, **Asset Building Champions (ABC)**, and/or **Los Dichos** program(s), including the 2020-21 curriculum, training, and support.
- e. At middle school sites: **Middle School SEL (Social and Emotional Learning) Program** including the 2020-21 curriculum, training, and support. Other middle school asset building activities may also be supported.
- f. Half-day student workshop, **Expect Respect**, and ongoing support to develop leadership skills, educate students about ways to reduce bullying, and promote healthy behaviors on campus. Students will develop action plans to promote safe, caring school climates, which will be implemented during the school year with the support of the school's faculty/adult advisor.
- g. Additional services may be provided based on availability and staff capacity.
4. Insurance
The YMCA of Silicon Valley (YMCA) will maintain for the duration of this agreement insurance against claims for injuries to person or damages to property which may arise from the YMCA, its agents, representatives, employees, or subcontractors.
5. Indemnification
The YMCA shall defend, indemnify, and hold harmless ARUSD, including its officers, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorney's fees and costs, incurred by ARUSD which arise out of or relate to the wrongful, willful, or negligent act or omission of the YMCA, its officers, directors, employees or agents, in the performance of this agreement.
- ARUSD shall defend, indemnify, and hold harmless the YMCA, including its officers, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorney's fees and costs, incurred by the YMCA which arise out of or relate to the wrongful, willful, or negligent act or omission of ARUSD, its officers, directors, employees or agents, in the performance of this agreement.
6. Application Law
This Agreement represents the entire understanding of the parties and it is under jurisdiction and subject of the State of California.
7. Termination of Agreement
Each party has the right to terminate this contract if the other party has materially breached any obligation herein and such breach remains uncured for a period of thirty (30) days after written notice thereof is sent to the other party.

YMCA of Silicon Valley Project Cornerstone



Authorized Signature

Sandy Walker

Printed Name

President and CEO

Title

5/11/2020

Date

Alum Rock Union School District

Authorized Signature

Hilaria Bauer, Ph.D.

Printed Name

Superintendent

Title

Date



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

To: Hilaria Bauer, Ph.D., Superintendent

From: ITSS Department *cc*

Re: Zoom Digital Conferencing Software

Date: 7/31/2020

Background:

ARUSD has been using Zoom for digital instruction throughout the end of the 2019-2020 school year and the 2020 Summer programs. The free tier provided by Zoom is functional, but lacks features that would increase the quality of learning for students. The software will enable remote instruction of students via video meetings. Students not able to attend in-person classes due to the COVID-19 pandemic will be able to join live meetings or view recorded webinars as appropriate. Teachers will be able to effectively host classes while in a hybrid or fully remote setting. The Information Technology Support Services department intends to purchase 870 licenses of the Zoom EDU plan for a total cost of \$31,320 annually.

Recommendation:

The Information Technology Support Services recommends the Board of Trustees approve the contract with Zoom in the amount of \$31,320 for fiscal year 2020-21.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: ITSS (School/Dept.) VENDOR NO. _____

Submitted by: Jason Hungerford

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: Zoom Video Communications Inc.

Address: 55 Almaden Blvd, 6th Floor City: San Jose State: CA Zip: 95113

Phone: (_____) _____ Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 8/15/2020 end date 8/14/2021
3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

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

Zoom for Education - 870 licenses for teachers and staff. Video meetings between teachers, students, and parents for Hybrid and Distance Learning. Allows remote instruction during campus closures due to Covid-19

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

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

☒ b. **Other:** \$31,320 (describe rate agreement) Annual cost for 870 Zoom EDU licenses

Term is 8/15/2020 to 8/14/2021

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
060	3220	0	4300	00	1110	1000	000000	400	7380	\$31,320.00	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



Order Form Number: Q638324
Valid Until: 08/31/2020

Zoom Video Communications Inc. ("Zoom")
55 Almaden Blvd, 6th Floor
San Jose, CA
Email: bruce.steele@zoom.us

Billed To

Customer: Alum Rock Union SD
Contact Name: Jose Chavez
2930 Gay Ave
San Jose, California
95127, United States
Email Address: jchavez@arUSD.org
Phone: (+1) 4086870366

Auto Renew: Yes
Initial Paid Subscription Term: 12 Month
Renewal Subscription Term: 12 Month
Paid Period Start Date: 07/28/2020

Sold To

Customer: Alum Rock Union SD
Contact Name: Jose Chavez
2930 Gay Ave
San Jose, California
95127, United States
Email Address: jchavez@arUSD.org
Phone: (+1) 4086870366

Billing Method: Email
Currency: USD
Payment Method: Other
Payment Term: Net 30

This Zoom Order Form and any other Order Forms that reference this Order Form are governed by Zoom Terms and Conditions found at <http://www.zoom.us/terms> (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern). Information regarding Zoom's support services can be found at <http://support.zoom.us>.

ITEM NAME	BILLING PERIOD	QUANTITY	PRICE	TOTAL
Education Annual	Annual	870	USD 36.00	USD 31,320.00
Webinar 1000 Annual	Annual	1	USD 0.00	USD 0.00
Grand Total:				USD 31,320.00

Payment Schedule Summary (Before Taxes)

First Payment: USD 31,320.00

Annual Recurring Payment: USD 31,320.00 (At the beginning of the Second Year)

Other Terms & Notes

Named Host - means any licensed host who may host an unlimited number of meetings, one meeting at a time, during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a license) will not exceed 300 per meeting. Named Host license may not be shared or used by anyone other than the individual to whom the Named Host license is assigned.

Zoom EDU licenses are intended for student and faculty and pedagogical interaction within a classroom environment, or the administration thereof and may not be used for any commercial purpose. Zoom EDU licenses may not be purchased by hospitals, medical centers, clinics, or other affiliated organizations not specifically involving student and faculty and pedagogical interactions within a classroom environment or the administration thereof.

Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

Zoom for K-12 Schools & Districts

zoom

Zoom across your school district

Zoom helps you build today's collaborative classrooms

Enrich teaching & learning

Expand traditional classrooms with video communications to meet the growing needs of today's students.

Maximize your resources

Utilize resources and hardware you already have to expand your capabilities and community offerings

Improve learning outcomes

Increase student participation and learning retention with virtual and hybrid classrooms and micro-learning.

- + HD video and audio provide exceptional clarity and quality to virtual and hybrid classes.
- + Students can join classes virtually, from any device, boosting attendance and retention.
- + Session recording and automatic transcription allow students to learn at their own pace.
- + Simple user management and single sign-on make video a seamless component of the learning experience.



Track student engagement

User management dashboards for tracking usage, attendance, attention, in-meeting data, and more.



Integrate seamlessly with your LMS

Moodle, Canvas, Desire2Learn, Sakai, and Blackboard learning management systems.



Security and compliance

Zoom enables FERPA /HIPAA compliance and provides 256-bit AES encryption.



Accessibility for all learners

Ensure that everyone can participate equitably with closed captioning and keyboard shortcuts.

Enhanced collaboration features

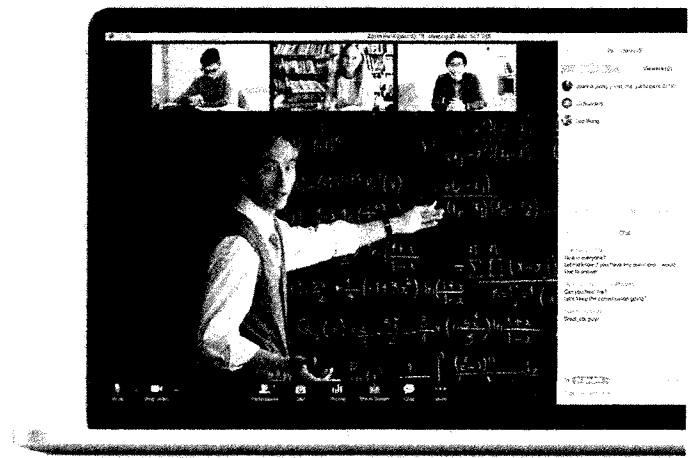
Collaborating on projects and ideas is easy with one-click content sharing, real-time co-annotation, and digital whiteboarding.

New ways for students to engage

Video breakout rooms, multi-sharing, polling, and group chats add a new level of engagement to virtual and hybrid classes.

Microlearning opportunities

Create and repurpose video content into easily-digested hosted videos that allow students to learn at their own pace.

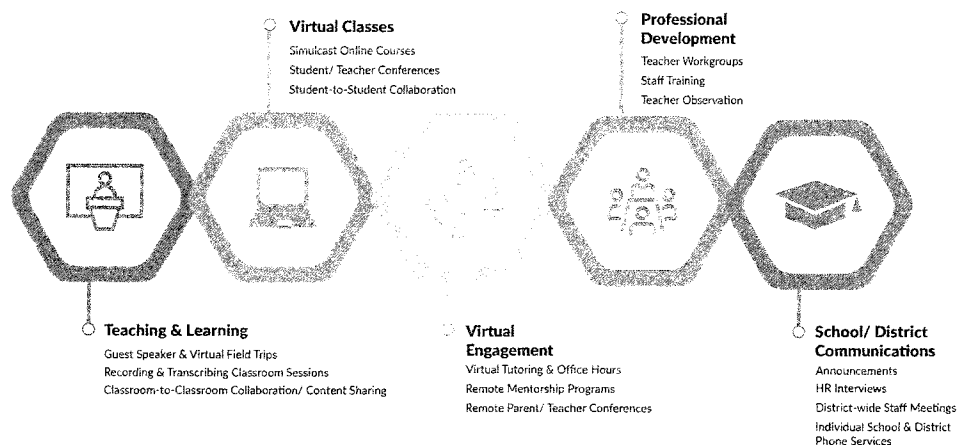


Polling and Q&A
enhance collaboration

What does a video-enabled schools and districts look like? Let's take a look!



K-12 Education Use Cases



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

11.13

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : ACCEPTANCE OF MEMORANDUM(S) OF UNDERSTANDING

Staff Analysis:

The District has received the following Memorandums of Understanding as summarized on the sheet dated August 13, 2020

Recommendation:

Staff recommends acceptance of these memorandums of understanding.

Prepared by:: Maria Martinez m.m. Title: Procurement Manager
Approved by: Kolvira Chheng K Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: August 13, 2020

Recommend Approval

Regular Board Meeting

11.13

Agenda Placement

H. Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
August 13, 2020 Board Meeting

MEMORANDUMS OF UNDERSTANDING

<u>DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONSULTANT NAME</u>	<u>COST</u>	<u>PURPOSE</u>
Human Resources Carlos Moran	08/14/20- 07/31/25	California State University, East Bay	\$800.00 per year	Intern Agreement-Multiple Subject, Single subject, Education Specialist-Mild & Moderate. Internships allow an individual to complete the preparation program while employed in a public school setting and holding an Intern credential issued by California Commission on Teacher Credentialing. Funding: General Fund
Human Resources Carlos Moran	08/14/20- 06/30/25	San Jose State University- Department of Special Education	\$800.00 per year	Intern Agreement- Education Specialist Credential Program. Internships allow an individual to complete the preparation program while employed in a public school setting and holding an Intern credential issued by the California Commission on Teacher Credentialing. Funding: General Fund
Human Resources Carlos Moran	08/14/20- 07/31/22	Santa Clara University	No Cost	Create a teacher intern program whereby a student working toward a teaching credential has the ability to complete the teacher preparation coursework concurrent with their first year or two in a teaching position. Funding: N/A
State and Federal Sandra Garcia	08/14/20- 06/30/21	SCCOE- Migrant Education- Region 1	No Cost	SCCOE Regional Migrant Program will support ARUSD with supplemental services such as outreach to students & families & with participation of school services including intervention programs, parent meetings, workshops and on-site/virtual learning programs. Funding: N/A

Alum Rock Union Elementary School District
August 13, 2020 Board Meeting

MEMORANDUMS OF UNDERSTANDING

Student Services Norma Flores	08/14/20- 06/30/21	Santa Clara Office of Education-PBIS	\$37,000.00 NTE	Provide Positive Behavioral Intervention & Supports, (PBIS) training to the following schools for the 2020-2021 school year: Fischer, George, Aptitud, Chavez, Cureton, Hubbard, Lyndale, McCollam, Meyer, Ocala and Painter. Funding: General Fund
Academic Services Jason Sorich	08/14/20- 06/30/21	Arizona State University (ASU)	No Cost	Provide ARUSD teachers access to Verizon Initiative Learning online course for up to 15 teachers and 600 students at Ocala STEAM Academy and Sheppard M.S. ASU will provide one-year \$15,000.00 stipend to each mentor at Ocala and Sheppard MS. Funding: N/A

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

TO: BUSINESS OFFICE

Contract No. _____

Vendor No. 7-107

Human Resources (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 into a:

☒ **MOU** (Negotiated Agreement)
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**
☐ Scope of Work/Agreement

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

* Use Independent Contractor Agreement form B-252 for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company California State University, East Bay
 Address 25800 Carlos Bee Blvd City Hayward ST CA Zip 94542
 Telephone 510-885-2272 Fax # _____
 SSN _____ Fed. I.D.# _____

CONTRACT TERM: effective dates August 14, 2020 to July 31, 2025

CONTRACTOR'S OBLIGATION:

Description of services to be provided. Please attach proposals and other documentation if necessary:

Intern Agreement - Multiple Subject, Single Subject, Education Specialist - Mild & Moderate

Internships allow an individual to complete the preparation program while employed in a public school setting

and holding an Intern credential issued by the California Commission on Teacher Credentialing.

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 or b)

☒ a. **Fee Rate:** \$ 800 per year Not To Exceed \$800 of services.

☐ b. **Other:** \$ _____ (describe rate agreement or other costs) _____

BUDGET CODE: 010-0000-0-1190-00-1110-000000-600-1000

7/13/20

APPROVALS:

Alum Rock Union Elementary School District:

Site/Department Administrator [Signature]

Date 7/9/2020

Program/Budget Manager [Signature]

Date 7/12/20

Asst. Supt. of Business Services [Signature]

Date 7/14/20

Superintendent _____

Date _____

ARUESD Board Approval _____

**California State University, East Bay
College of Education and Allied Studies**

Multiple Subject Teaching Credential
Single Subject Teaching Credential
Education Specialist Credential, Mild Moderate Disabilities
Education Specialist Credential, Moderate Severe Disabilities

MEMORANDUM OF UNDERSTANDING

**Student Teacher Under District Employment Contract (i.e., Intern)
Support, Mentoring and Supervision**

This MOU is an agreement between the Trustees of the California State University, hereinafter called the "TRUSTEES," on behalf of California State University, East Bay, hereinafter called "CSU East Bay" and the Alum Rock Union Elementary School District ("District"), effective as of August 13, 2020 (Insert Date).

1.0 Responsibilities Shared by the CSU East Bay and the District

- 1.2 CSU East Bay and the District share responsibility for providing each paid "Intern" with 189 minimum hours of annual support, mentoring and supervision. The 189 hours will include 144 hours of support, mentoring, and supervision in general education and/or Special Education and an additional 45 hours of annual support, mentoring, and supervision related to teaching English learners.
- 1.3 "Interns" who begin their District employment after the beginning of the school year shall receive a minimum level of support, mentoring, and supervision prorated equal to the number of instructional weeks remaining in the school year.
- 1.4 "Interns" who are appointed at a time base of less than 1.00 or for less than a full year shall receive support that is commensurate with the percentage of their employment from the district. All Interns will receive full university support as mandated by the CTC.
- 1.5 A minimum of two hours of support, mentoring, and supervision shall be provided to an intern teacher every five instructional days.
- 1.6 The District certifies that "interns" do not displace certificated employees and that personnel are unavailable for the position. An effort is being made to develop a future applicant pool in high need areas.
- 1.7 The District ensures that the "intern" is teaching in his or her area of subject matter competence as evidenced by CSET or subject matter waiver.

2.0 CSU East Bay Personnel and Resource Support

- 2.1 CSU East Bay "Intern" Coordinator
CSU East Bay shall appoint a CSU East Bay "Intern" Coordinator to perform the following:
 - a. Support all CSU East Bay "Interns";
 - b. Assist and monitor all "Interns" and CSU East Bay's University Supervisors;
 - c. Work closely with the District's Employer Provided Mentors (EPM) by providing training to all CSU East Bay US and will coordinate training of EPM with the district; and

- d. Monitor the “intern’s” completion of the “Intern” Support Record, documenting that the required number of hours of Support/Mentoring and Supervision have been met.

2.2. CSU East Bay University Supervisor

CSU East Bay shall designate a University Supervisor (US) to provide support, mentoring and supervision. It shall be the responsibility of CSU East Bay to provide compensation and/or release time to the US. The US shall possess each of the following qualifications:

- a. Current knowledge of the content the intern teaches,
- b. Understanding of the context of public schooling,
- c. Ability to monitor best professional practices in teaching and learning, scholarship, and service,
- d. Knowledge about diverse abilities, cultural, ethnic and gender diversity, and English language development
- e. Thorough grasp of the academic standards and accountability systems that drive the curriculum of public schools
- f. A corresponding teaching credential as the “Intern” will earn or an Administrative Services Credential (general education only)

3.0 District Personnel and Resource Support

3.1 Employer Provided Mentor

The District shall designate an Employer Provided Mentor (EPM) to provide Support/Mentoring and Supervision to each “Intern”. The EPM cannot be an administrator or evaluator of the “Intern”. It shall be the responsibility of the District to provide compensation and/or release time to the EPM. The EPM shall possess each of the following qualifications:

- a. Valid corresponding Clear or Life credential same as the “Intern” will earn;
- b. Three years or more successful teaching experience; and
- c. English Learner (EL) Authorization.

3.2. CSU East Bay University Supervisor – Employee Provided Mentor Meetings

The “Intern”, the US and the EPM shall meet in person at least 3 times per semester to discuss the “Intern’s” progress.

3.3 Release Time

The District shall provide release time as needed for the “Intern” and EPM to meet. If there are no English learners in the “intern’s” assigned class(es), the District shall provide release time for the “intern” to observe and work with English learners in another class or school.

3.4 Employee Provided Mentor (EPM) Training

The District is responsible for the training of EPMs with the assistance of the CSU East Bay “Intern” Coordinator.

4.0 CSU East Bay-Provided Support, Mentoring, and Supervision Support

4.1 General Education and/or Special Education Observations by CSU East Bay University Supervisor:

4 visits to observe the “Intern” teaching, followed by one-on-one conferences totaling at least **8 hours per semester**.

4.2 English Learner (EL) Observations by University Supervisor:

2 visits to observe the “Intern” teaching English Learners, followed by one-on-one conferences addressing issues related to English learners totaling at least **4 hours per semester**.

- 4.3 Online Discussion Board, Email, and Phone Support by University Supervisor (US)
US will provide **10 hours** per academic year of support and mentoring via Blackboard Discussion Board, email, and phone.
- 4.4 Seminars:
“Interns” will attend a fieldwork or other support seminar each semester for a total of 2 semester units or **30 hours minimum**
- 4.5 “Intern” Support Record, or “My Internship Journal”:
“The “Intern” Coordinator will communicate with “Interns” by email and/or phone and will monitor their completion of the “Intern” Support Record using the “app” “My Internship Journal” **for a total of 5 hours** per semester.

5.0 District-Provided Support, Mentoring, and Supervision

- 5.1 General Education and/or Special Education Support and Supervision by Employee Provided Mentor (EPM)
The EPM will provide a minimum of **13 hours** of support/mentoring and supervision per semester during school hours, including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies.
- 5.2 English Learner Support and Supervision by Employee Provided Mentor
The EPM will provide a minimum of **5 hours** per semester of support and supervision related to English Learners during the school day.
- 5.3 District and School Site Professional Development and Meetings
“Interns” will attend a minimum of **45 hours** per semester of District and school site-sponsored events including New Teacher Orientation, Grade Level, Department Meetings, Faculty meetings, and Professional Development Seminars.
- 5.4 The EPM will be invited to use “My Internship Journal” by the CSU East Bay “Intern” Coordinator.
The EPM will use this program to approve support that is provided to the “Intern”.

6.0 Additional Support Provided by the CSU East Bay and District (Shared Responsibility)

- 6.1 The US, the EPM, and the “intern” will meet **3 hours per semester**.
- 6.2 Individualized “Intern” Plan (IIP)
 - a. The US, EPM, and the “Intern” shall develop the Individualized “Intern” Plan (IIP) during the first three weeks of school year.
 - b. The IIP will specify the support, mentoring, and supervision the “Intern” will receive so that the total hours of annual Support/Mentoring and Supervision equal to 144 hours plus 45 additional hours specific to the needs of English Learners.
 - c. The plan shall be approved by the CSU East Bay “Intern” Coordinator. The following are suggested mentoring activities that may be included in the plan, in addition to those mentioned above:

1. Observation of others teaching
 2. Supervision of the “Intern”
 3. Conferences, in person
 4. Email or telephone conferences
 5. Grade level/department meetings
 6. Instructional planning
 7. Logistical help before or after school (bulletin boards, seating arrangements)
 8. Participation in District or Regional conferences
 9. Review and discuss test results
 10. Editing work-related writing (letters to parents, announcement, etc.)
 11. Completion of interactive journal (Intern and either US or EPM)
 12. Mentoring activities specific to Special Education interns such as the development of IEPs and conferences with general education teachers
- d. “Interns” are expected to attend all CSU East Bay classes; they may not attend District-sponsored activities or engage in extra paid assignments that interfere with class attendance.
- 7.0 “Intern” Contract with the Teacher Education Department at CSU East Bay
- a. Each “Intern” will sign a contract agreeing to terms and responsibilities that are congruent with this MOU.
 - b. The “Intern” Contract will include the names of the CSU East Bay University Supervisor (US) and the Employer Provided Mentor (EPM)
 - c. By signing the contract the “intern” acknowledges that the internship may be revoked if the terms are not met.
- 7.1 Individual “Intern” Profile
- a. CSU East Bay will maintain a computer-based Individual “Intern” Profile (IIP) for each Intern, summarizing the type and quantity of *Support/Mentoring and Supervision each Intern receives*
 - b. *CSU East Bay, the District*, and the “Intern” will all provide information, as requested, to the CSU East Bay “Intern” Coordinator.
 - c. “Intern” will register and provide all information online as required by the “Intern” Contract and this MOU.
- 7.2 “Intern” Support Record
- a. Each CSU East Bay “intern” will complete an online “Intern” Support Record using “My Internship Journal” that documents the support received from CSU East Bay and District personnel.
 - b. The “Intern” Coordinator will monitor completion of the “Intern” Support Records using “My Internship Journal” for each “intern”.
- 7.3 Oversight by Accreditation Coordinator
- a. The CSU East Bay Accreditation Coordinator, working with the CSU East Bay Intern Coordinator, shall make recommendations to the CSU East Bay Chair of the Department of Teacher Education, the Chair of the Department of Educational Psychology and the CSU East Bay Dean of the College of Education and Allied Studies regarding the performance of the CSU East Bay University Supervisors and the performance of the District in meeting all requirements included in this MOU.
 - b. The Accreditation Coordinator is responsible for reporting compliance with the “Intern” Support requirements to CTC.
- 7.4 Oversight by CSU East Bay Dean

The CSU East Bay Dean of the College of Education and Allied Studies shall notify appropriate District administrators if CSU East Bay has concerns about the performance of District personnel.

7.5 Oversight by District Administrator

Appropriate District administrators shall notify the CSU East Bay Dean of the College of Education and Allied Studies if there are concerns about the performance of CSU East Bay personnel.

8.0 Term of the Agreement; Amending the Agreement; Termination of the Agreement

- 8.1 This Agreement shall be in effect beginning with the 2020-21 school year and shall be continuous and be in place for each subsequent academic year until it is either amended or terminated by either party pursuant to sections 8.2 and 8.3 below.
- 8.2 Either the District or CSU East Bay may request that the other party meet to consider amendments to this Agreement at any time during the initial term or any subsequent renewals, in writing signed by both parties.
- 8.3 This Agreement may be terminated at any time by amending the termination date by written instrument signed by both parties in compliance with Section 9.0. General Provisions of this agreement or upon 30 day's advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to currently enrolled interns, who shall be permitted to complete their training for any semester in which termination would otherwise occur.
- 8.4 CSU East Bay may request that the other party meet to consider amendments to this Agreement at any time during the initial term or any subsequent renewals, in writing signed by both parties.
- 8.5 This Agreement shall be effective as of August 14, 2020 and shall remain in effect for five (5) years, terminating on July 31, 2025.

9.0 General Provisions

- 9.1 General Indemnity: The District and the CSU East Bay agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.
- 9.2 Insurance Requirements Each party agrees to maintain commercial general liability coverage of at least \$2,000,000 per occurrence, \$4,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
- 9.3 Workers' Compensation insurance coverage as required by the State of California.
- 9.4 District or CSU East Bay shall require University students assigned to the District pursuant to this MOU to comply with Education Code Section 45125.1, to a background check, paper screening, and Livescan clearance from Department of Justice and Federal Bureau of Investigation.

- 9.5 District or CSU East Bay shall require University students assigned to the District pursuant to this MOU to comply with Education Code Section 49406 to University students to provide evidence of negative tuberculosis test performed within 60 days of “Intern’s” start date.
- 9.6 All parties shall agree that no person, patient, client, staff or student shall, on the basis of religion, race, color, national origin, ancestry, ethnic group identification, sex, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.
- 9.7 Mandatory Instruction and Reporting: Before a “Intern” is assigned to the District for placement, the CSU East Bay shall instruct such student on the applicable state and federal laws regarding unlawful discrimination (California Education Code sections 200-283 and Title IX, Section 504, Title VI) and mandated reporting of child abuse (Penal Code sections 11164-11174.35).
- 9.8 The District and CSU East Bay will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- 9.9 Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.
- 9.10 Nothing contained in this Agreement confers on either party the right to use the other party’s name without prior written permission, or constitutes an endorsement of any commercial product or service by the CSU East Bay.
- 9.11 This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable Federal, State and Local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.

Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:|

District: Alum Rock Union Elementary School District
Human Resources Division
Carlos Moran
Assistant Superintendent, Human Resources
2930 Gay Avenue
San Jose, CA 95127
408-928-6835
carlos.moran@arusd.org

CSU East Bay:
Program Issues
College of Education & Allied Studies
Eric Engdahl, Department Chair
Hayward, CA 94542
510-885-4599 | eric.engdahl@csueastbay.edu

Contract Issues:
College of Education & Allied Studies
Carolyn Nelson, Dean

Hayward, CA 94542
510-885-7439 | carolyn.nelson@csueastbay.edu

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

California State University, East Bay agrees to the terms and conditions described in this document:

By

Authorized Signature Date

Carolyn Nelson,
Dean College of Education & Allied Studies

By

Authorized Signature Date

Eric Engdahl,
Department Chair-Teacher Education Dept

The Alum Rock Union ES District agrees to the terms and conditions described in this document.

By:

Signature, District Representative Date

Hilaria Bauer, Ph.D., Superintendent
Printed Name & Title

By:

Signature, School Board Certification (if applicable) Date

Printed Name & Title

Appendix A

“Intern” Support: A Shared Commitment to Excellence in Teaching 196 Hours of Support per School Year

CSU East Bay Support: University Supervisor (US), Intern Coordinator	District Support: Employer Provided Mentor (EPM)	Shared Responsibility
<u>Regular Ed/Special Ed: US Observations and Conferences</u> <ul style="list-style-type: none"> 8 observations of the “Intern” teaching and follow-up conferences (2 hours each) <u>EL: US Observations and Conferences</u> <ul style="list-style-type: none"> 4 observations of the “Intern” teaching EL and follow-up conferences (2 hours each) Total 24 hours (1 hour per week)	<u>Regular Ed/Special Ed: EPM Support, Mentoring and Supervision</u> <ul style="list-style-type: none"> 26 hours of support, mentoring, and supervision within the school day <u>EL: EPM Support and Supervision</u> <ul style="list-style-type: none"> 10 hours of support, mentoring, and supervision related to English Learners during the school day (May include observations of EL in other classrooms) Total 36 hours (1 hour per week)	<u>“Intern”, US, EPM Meetings</u> <ul style="list-style-type: none"> The “intern”, the US and the EPM shall meet in person at least three times per semester (6 meetings, 1 hour each) to discuss the “Intern’s” progress. During the first meeting the “intern”, the US and the EPM will develop an Individualized “Intern” Plan (IIP), describing the support, mentoring and supervision the “intern” will receive. The plan shall be approved by the CSU East Bay “Intern” Coordinator. Total 6 hours
<u>Seminars</u> <ul style="list-style-type: none"> Candidates will attend online and face-to-face fieldwork or other seminars focusing on problem solving with students, curriculum, and instruction for regular education and EL students (minimum of two semester units) Total 30 hours <u>“Intern” Coordinator</u> <ul style="list-style-type: none"> The “Intern” Coordinator will communicate with interns by email and/or phone and will monitor their completion of the “Intern” Support Record using the “app” “My Internship Journal” Total 10 hours	<u>District or School-Sponsored Professional Development, Meetings</u> <ul style="list-style-type: none"> “Interns” will attend a minimum of 90 hours of district and school site-sponsored professional development and meetings including new teacher orientation, grade level, department meetings, faculty meetings, and professional development seminars. Candidate-initiated observations are also included. Total 90 hours	

Appendix B

The District and CSU East Bay will exchange the following contact information required in the “Intern” Support, Mentoring and Supervision of the Memorandum of Understanding in the MOU.

I. CSU East Bay

A. Program Director Contact Information

Name:	Carolyn Nelson
Title	Dean
Department:	College of Education & Allied Studies
Contact	Sarah Arnett
Telephone Number:	510-885-2272
Email:	sarah.arnett@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, AE-235, Hayward, CA 94542

B. Intern Program Coordinator:

Name:	Eric Engdahl
Title	Department Chair
Department:	Teacher Education Department
Telephone Number:	510-885-4599
Email:	eric.engdahl@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, AE-246, Hayward, CA 94542

II. Alum Rock Union Elementary School District (Insert Name)

A. Program Director Contact Information:

Name:	Carlos Moran
Title	Assistant Superintendent, Human Resources
Department:	Human Resources
Telephone Number:	408-928-6835
Email:	carlos.moran@arusd.org
Mailing Address:	2930 Gay Avenue, San Jose, CA 95127

B. Program Coordinator:

Name:	Irma Barahona
Title	Coordinator
Department:	Human Resources
Telephone Number:	408-928-6835
Email:	irma.barahona@arusd.org
Mailing Address:	2930 Gay Avenue, San Jose, CA 95127

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

TO: BUSINESS OFFICE

Contract No. _____

Vendor No. _____

Human Resources (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 into a:

☒ **MOU** (Negotiated Agreement)
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**
☐ Scope of Work/Agreement

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

* Use Independent Contractor Agreement form B-252 for unincorporated individuals or in the absent of negotiated agreement.

Name of Individual/Company San Jose State University - Department of Special Education
 Address One Washington Square City San Jose ST CA Zip 95192-0078
 Telephone 408-924-1000 Fax # _____
 SSN _____ Fed. I.D.# 77-0414438

CONTRACT TERM: effective dates August 14, 2020 to June 30, 2025.

CONTRACTOR'S OBLIGATION:

Description of services to be provided. Please attach proposals and other documentation if necessary:

Intern Agreement - Education Specialist Credential Program

Internships allow an individual to complete the preparation program while employed in a public school setting

and holding an Intern credential issued by the California Commission on Teacher Credentialing.

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 or b)

☒ a. **Fee Rate:** \$ 800 per year Not To Exceed \$800 of services.

☐ b. **Other:** \$ _____ (describe rate agreement or other costs) _____

BUDGET CODE: 010-0000-0-1190-00-1110-000000-600-1000

7/13/20

APPROVALS:

Alum Rock Union Elementary School District:

Site/Department Administrator [Signature] Date 7/9/2020

Program/Budget Manager [Signature] Date 7/13/20

Asst. Supt. of Business Services [Signature] Date 7/14/20

Superintendent _____ Date _____

ARUESD Board Approval _____

MEMORANDUM OF UNDERSTANDING

between

SAN JOSÉ STATE UNIVERSITY and ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

This Memorandum of Understanding (the “MOU”) is entered into by and between the State of California through the Trustees of the California State University on behalf of San José State University (the “University” or “SJSU”), and Alum Rock Union Elementary School District (the “District”), and is effective as of August 14, 2020 (the “Effective Date”).

RECITALS

1. The California Commission on Teacher Credentialing (the “Commission” or “CCTC”) sets standards for, educator preparation for the public schools of California and the licensing and credentialing of professional educators in the State of California.
2. San José State University operates a Commission-approved and accredited teacher preparation program that satisfies Education Code section 44373(c). The University’s Department of Special Education, offers Education Specialist Credential programs for individuals who want to teach students and young children with disabilities.
3. Alum Rock Union Elementary School District, (the “District”), a “public school employer” within Commission guidelines, is a public school district operating in California. The District occasionally serves as an employing agency that elects to employ certain individuals with an Intern credential.
4. Internships allow an individual to complete the preparation program while employed in a public school setting and holding a Commission issued Intern credential. Intern programs are a partnership between the Commission approved program sponsor and the California employing agency. The supervision and support of the intern is a joint responsibility between the Commission-approved program and the employer. Both are equally responsible for assuring that the individual teaching on an Intern credential have received the required support and supervision. This Memorandum of Understanding formally establishes a relationship between the parties who pledge to coordinate their work, allocate resources appropriately, and share responsibility with each other to meet Commission preparation standards.

The University and the District agree as follows:

1. SHARED RESPONSIBILITIES

Both University and District are equally responsible for assuring the following occur:

- A. Counsel the intern and develop a plan to complete the requirements to earn a credential in the content or specialty area(s) of the Intern credential. University, the District and the intern shall concur on the program planned. Both are responsible for the timely and proper progress of the plan.

- B. Identify the individual(s) and the roles/responsibility related to:
 - a. Weekly course planning
 - b. Coaching within the classroom
 - c. Problem-solving regarding students
 - d. Curriculum, and
 - e. Teaching
- C. Establish the process for communication between the principal or evaluator, or other District designee and the University Advisor.
- D. Provide each intern a minimum of one hundred forty-four (144) hours of support/mentoring and supervision per school year including coaching, modeling and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.

The minimum support/mentoring and supervision provided to an intern who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision should be provided to the intern every five instructional days.
- E. Clearly define the documentation and monitoring processes for additional services to interns who have not yet earned the English Learner Authorization (“ELA”).
- F. For those interns who lack a valid ELA, provide an additional forty-five (45) hours of support/mentoring and supervision specific to meeting the needs of English learners. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern’s development of knowledge and skills in the instruction of English learners. The program and the employer can collaboratively decide to provide or discontinue the additional forty-five (45) hours of support/supervision based upon the knowledge, skills and abilities of the intern teacher.
- G. Provide content specific coaching.

2. UNIVERSITY’S RESPONSIBILITIES

- A. University is responsible for ensuring that the intern in their program is supervised and there is adequate support.
- B. Provide candidates with a minimum one hundred twenty (120)-hour pre service component that develops requisite knowledge and skills prior to entering the classroom in a sustained, intensive and classroom-focused manner. This pre service component must be completed prior to issuance of an initial intern teaching credential.
- C. Assign a qualified University Supervisor who has expertise in the following: (i) current public school policies, (ii) the process for providing special education services, (iii) the ability to model best professional practices in teaching and learning, scholarship and service, (iv) knowledge of diverse abilities, cultural, language, ethnic and gender diversity, and (v) the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

- D. Articulate specific responsibilities of University Supervisor including allocation of time/frequency of observations and/or coaching.
- E. Provide a University Advisor during the extent of the internship and monitor the successful completion of all requirements during the internship period.
- F. Review and monitor the documentation of the qualifications of the Support Provider on the "Support Provider Information Sheet".
- G. Provide training seminars each semester for University Supervisors and Support Providers.
- H. Receive and review the Support Provider and University Contacts forms at the end of each semester.
- I. Provide information and paperwork for the process to apply for the Intern Credential (through the SJSU Credential office); sign the Intern Agreement Letter for the credential application that indicates the candidate meets all requirements for the intern credential.
- J. Provide a week-long, forty five (45) hour total, summer Intern Institute that provides pre-service seminars related to topics requested by the schools and required by CCTC.
- K. Provide University supervision for at least 40 hours each year of the two-year Intern program in the form of a supervision class as per the following (that is pro-rated if the Intern starts the program during the year):
 - i. 15 hours of supervision and 10 hours of seminars (EDSE 105) the first semester
 - ii. 15 hours of a supervision seminar (EDSE 105X: Intern Support Seminars) in the second and third semesters
 - iii. 15 hours of supervision and 10 hours of seminars (EDSE 217A or EDSE 154 Directed Teaching class) the last semester
- L. Monitor and review the communication between the Support Provider and University Supervisor.

3. DISTRICT'S RESPONSIBILITIES

- A. District is responsible for ensuring that the intern that they have hired is supported and there is adequate supervision.
- B. Clearly articulate terms of employment, including evaluation process of site-support.
- C. Identify a mentor for the intern that possesses a valid, corresponding clear teaching credential and a minimum of three years of successful teaching experience (the "Support Provider").
- D. Assign candidates to assume the functions authorized by the teaching credential; Interns will teach only in the subject area in which they intend to be licensed, at the school identified on the Intern Credential and will be paid a first year salary based on their placement on the certificated salary schedule.
- E. Assign a Support Provider who has a valid corresponding Clear or Life Credential, three years of successful teaching experience and ELA (if responsible for providing specified ELA support). The ELA support can be an alternate individual if necessary, providing the same level of support.

- F. Designate protected time for the new Intern to meet with/work with the Support Provider and any other support personnel within the school day including clearly defined expectations for type/frequency of support.
- G. Evaluate the Support Provider, subject to the terms and conditions of any collective bargaining agreement to which the District is a party.
- H. Provide substitute teachers for five days each year of release for the Intern to observe Master Teachers and exemplary programs.
- I. Attend the Support Provider and/or University Supervisor meetings each semester.
- J. Document the hours and type of contact and support provided to the Intern by completing the Support Provider or University Supervisor Contact form with each contact or visit, provide the Intern with a copy of the form and at the end of the semester submit the contacts pages to the Department of Special Education for review.
- K. District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". District is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time, the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

4. STATUS OF UNIVERSITY AND DISTRICT

- A. The University represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.
- B. The District represents and warrants that it (1) has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

5. INSURANCE

The District shall provide both general liability insurance and workers compensation insurance for any University students participating in the Program as employees of the District.

6. INDEMNIFICATION

- A. The District agrees to indemnify, defend, and hold harmless the University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the District's negligence, or in proportion to the District's comparative fault.
- B. The University agrees to indemnify, defend, and hold harmless the District and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands,

damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the University's negligence, or in proportion to the University's comparative fault.

7. TERM AND TERMINATION

- A. This Agreement shall be effective as of the date first written above and shall remain in effect for five years from the Effective Date (the "Initial Term"). This Agreement shall expire at the end of the Initial Term.
- B. This Agreement may be terminated at any time without penalty by written agreement or upon 30 days advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to students then participating in the Program, until the students complete their training for the semester in which termination occurs.

8. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- D. Entire Agreement. This Agreement, including any attached exhibits or agreements referenced in Sections I.A, is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- E. Endorsement. Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product or service, or any right to advertise, promote, or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this Agreement shall be construed as an endorsement of any commercial product or service by the University, its officers or employees.
- F. Survival. Upon termination of this Contract for any reason, the terms, provisions, representations, and warranties contained in this Agreement shall survive expiration or earlier termination of this Agreement.
- G. Severability. If any provision of this Agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of the Agreement and any other provision not held to be invalid.

- H. No Agency. Nothing herein shall be construed to create an agency relationship between the Parties.
- I. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- J. Notices. Notices required under this Agreement shall be sent to the parties by mail, postage prepaid, at the addresses set forth below (or authenticated online):

TO UNIVERSITY:

One Washington Square
San Jose State University
San Jose, CA 95192-0078
Attn: Contracts Services
Strategic Sourcing

TO DISTRICT:

Alum Rock Union School District
5484 Don Marcello Court
San Jose, CA 95127

Attn: Carlos Moran
Assistant Superintendent, Human Resources

9. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

SAN JOSÉ STATE UNIVERSITY
Strategic Sourcing - Contracts Services

ALUM ROCK UNION ELEMENTARY
SCHOOL DISTRICT

By: _____

By: _____

Title: Name, Title

Title: Hilaria Bauer, Ph.D., Superintendent



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

70 JUL 27 A 10 45

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

Human Resources (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)
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**
☐ Scope of Work/Proposal

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

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

Name of Individual/Company: Santa Clara University

Address: 500 El Camino Real City: Santa Clara State: CA Zip: 95053

Phone: (408) 554-6801 Email: rmichels@scu.edu

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates 8/14/2020 end date 7/31/2022

CONTRACTOR'S OBLIGATION:

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

Internship Teaching Memorandum of Understanding - To create a teacher intern program whereby a student working toward a teaching credential has the ability to complete the teacher preparation coursework concurrent with their first year or two in a teaching position.

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: No cost 010-0000-0-5815-00-0000- 7200-000000-600-7700 RL 7/28/20
 Accountant Initials

Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Site/Department Administrator: [Signature] Date: 7/27/2020

Director of Fiscal Services: [Signature] Date: 7/27/20

Asst. Supt., of Business Services: [Signature] Date: 7/28/20

Superintendent: _____ Date: _____

INTERNSHIP TEACHING
MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA CLARA UNIVERSITY
AND
Alum Rock Union Elementary School District

The parties enter into this Internship Teaching Memorandum of Understanding to create a Teacher Intern Program whereby a student working toward a teaching credential at Santa Clara University's School of Education and Counseling Psychology ("Student Intern") has the ability to complete the teacher preparation coursework concurrent with the Student Intern's first year or two in a paid teaching position.

A. PARTIES

1. Santa Clara University, through its School of Education and Counseling Psychology ("SCU")
2. Alum Rock Union Elementary School District ("District")
3. Luvia Solis ("Student Intern")

B. TERM

1. The term of this MOU shall be from August 14, 2020 to July 31, 2022. Any party may terminate this MOU upon written notice to the others should a party fail to fulfill the responsibilities set forth herein.

C. PARTY RESPONSIBILITIES

1. Santa Clara University School of Education & Counseling Psychology Responsibilities:
 - a. Verify that the teacher candidate meets the basic program criteria to become an intern: has a B.A. or B.S. degree; has met basic education skills competency (CBEST); has met subject matter competency (CSET); has met U. S. Constitution requirement; has obtained Certificate of Clearance, has completed the appropriate hours of pre-service training, and meets criteria for admission to the University.
 - b. Advise the intern candidate in developing an individual academic program plan for completion of the credential program within two years, as determined by the issuance date of the Intern Credential, and meet the requirements for the preliminary credential being sought.
 - c. Assist the intern candidate in applying to the CTC for the appropriate Intern Credential.

- d. Assign a Field Supervisor who will observe on-site teaching at least four times during assigned supervision semester(s), submit written observations, review lesson plans, and write a final evaluation.
- e. Provide support and supervision assistance with the CTC required hours of support/mentoring, and, if necessary, additional English Learner training (required if intern does not already hold an English Learner Authorization) each academic term.

2. District Responsibilities

- a. Employ the Student Intern in a position that qualifies the Student Intern for the intern credential and meets all applicable CTC or California Department of Education requirements.
- b. Assign the Student Intern to an appropriate multiple subject class or single subject class, or class authorized by the Student Intern's internship credential.
- c. Verify that the Student Intern's teaching load will be reasonable for a teacher-in-training, and protected from extracurricular and case-overload demands.
- d. Assign a teacher within the school setting and with equivalent instructional assignment to serve as a Learning Support Teacher. The Learning Support Teacher will have a minimum of three years successful experience teaching and, if necessary, will hold a clear credential with either CLAD, BCLAD or ELA authorization. The Learning Support Teacher shall support the Student Intern with weekly course planning, coaching in the classroom, problem-solving regarding students, curriculum, and teaching.
- e. Communicate with SCU regarding the progress of the Student Intern and identify any concerns.
- f. Notify SCU of any changes in the Student Intern's employment with the District.

3. Student Intern Responsibilities


- a. It is the duty of the student intern to make sure the field supervisor and Intern Director are notified of any changes in their teaching assignments or responsibilities. The student intern is expected to attend all required classes at SCU that are on their student planning program.

D. GENERAL TERMS

- a. SCU and the District agree to carry insurance customarily obtained in the industry in customary amounts and under customary terms and conditions.

- b. SCU and the District shall defend, indemnify, and hold one another, their Trustees, shareholders, officers, employees, students and agents harmless from and against any and all liability, loss, expenses, attorney's fees, or claims for injury or damages arising out of the performance of this MOU 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 omission of the indemnifying party, its officers, employees, or agents. This results in proportional liability such that each party is responsible for its own harm.

By signing below, the parties agree to fulfill the requirements set forth herein.

<u>Luvia Solis</u> Student Intern	 Student Intern Signature	<u>7/18/20</u> Date
<u>Dean, SCU School of Education and Counseling Psychology</u>	Dean or Designee Signature	Date
<u>Intern Director Department of Education, SCU School of Education and Counseling Psychology</u>	Intern Director Signature	Date
<u>Hilaria Bauer, Ph.D.</u> District Representative Title	District Representative Signature	Date



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

☒ **MOU** (negotiated Agreement)
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**
☐ Scope of Work/Proposal

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

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

Name of Individual/Company: SCCOE - Migrant Education - Region 1

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

Phone: 408 453-6770 Email: _____

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates August 14, 2020 end date June 30, 2021

CONTRACTOR'S OBLIGATION:

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

SCCOE Regional Migrant Program will support ARUSD with supplemental services such as outreach to students & families & with participation of school services including intervention programs, parent meetings, workshops and on-site/virtual learning programs.

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.

 b. **Other:** \$ _____

Describe other related costs: _____

BUDGET CODE: "NO COST"

Accountant Initials _____

Accountant Initials _____

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: [Signature] IMEE ALMARAN FOR SANDRA GARCIA Date: July 24, 2020

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

Santa Clara County Office of Education
and
Alum Rock School District

Memorandum of Understanding

Date: June 16, 2020

This is a memorandum of understanding between **Alum Rock School District** and the **Santa Clara County Office of Education (SCCOE)**.

The term of this agreement is from July 1, 2020 – June 30, 2021.

This memorandum of understanding is intended to outline:

- Services provided by SCCOE
- Service responsibilities of Alum Rock School District
- Articulation of monies

1.0 Services to be provided by SCCOE:

- 1.1 SCCOE will reimburse the cost of approved Migrant Education Program expenses. District to submit monthly invoices for reimbursement.
- 1.2 SCCOE will provide professional development to the intervention teachers upon request.
- 1.3 Should the need for distance learning arise and more intervention teachers are needed, SCCOE will supplement by hiring SCCOE Non-Regular Certificated Employees (NRCE) on contract to provide tutoring to migrant students.
- 1.4 Services will be provided virtually or on-site depending on COVID 19 guidelines.
- 1.5 SCCOE migrant parent liaison will provide health workshops for parents.
- 1.6 SCCOE migrant preschool teachers will provide parent & child school readiness workshops
- 1.7 SCCOE program advocate will provide recruitment and advocacy services.
- 1.8 SCCOE will invite Alum Rock migrant students to participate in MEP summer programs.

2.0 District Responsibilities:

- 2.1 District will provide a classroom or training space for tutoring and parent meetings.
- 2.2 District will assist the Region in completing and filing, in cums, the annual Migrant Individual Needs Assessments (INA) and Individual Learning Plans (ILP.)
- 2.3 District will collaborate with the Region to implement an After School or Saturday Academy supplemental intervention program.
- 2.4 District will hire teachers on an hourly basis to work with small groups of migrant students, after school or on Saturdays. Teachers will provide students with at least 30 hours of ELA and 30 hours of Math instruction in either a site-based or distance learning setting. Teachers will be paid for prep, based on district agreements.
- 2.5 Services will be provided virtually or on-site depending on COVID 19 guidelines.

- 2.6 Funds allocated to Alum Rock School District may also be used for case management, academic excursions, materials or supplies, and distance learning.
- 2.7 District will collaborate with migrant liaison, program advocate and manager to help maintain continuity of enrollment records between district student database, MSIN (Migrant Student Information Network) and CALPADS.

3.0 Articulation of Monies Compensation and Payments:

- 3.1 Not to Exceed Amount: The compensation paid by SCCOE under this agreement shall be in an amount not to exceed \$12,000 inclusive of all costs, overhead and expenses. Any amendment to this MOU which increases the compensation paid shall be in writing and fully executed by SCCOE and the District before services are completed.

4.0 Insurance/Hold Harmless

- 4.1 Insurance: SCCOE and District shall maintain a certificate of insurance in the business office of each respective office.
- 4.2 Indemnity: SCCOE and District shall be held harmless from and against any and all claims arising from a default in the performance of any obligation of the memorandum of understanding.

By: _____
Signature of Authorized SCCOE Official

By: _____
Signature of Authorized District Official

Name: _____

Name: Hilaria Bauer, Ph.D.

Date: _____

Date: _____

Original document must be signed by all parties and forward to:
Santa Clara County Office of Education
School Leadership Services
1290 Ridder Park Drive MC 237
San Jose, CA 95131



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: 10547

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

☒ **MOU** (negotiated Agreement)
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**
☐ Scope of Work/Proposal

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

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

Name of Individual/Company: Santa Clara County Office of Education-PBIS

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

Phone: (____) _____ Email: stephanie_tague@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates August 14, 2020 end date June 30, 2021

CONTRACTOR'S OBLIGATION:

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

SCCOE will provide Positive Behavioral Intervention & Supports, "PBIS" training to the following schools for the 2020-2021 school year: Fischer, George, Aptitud, Chavez, Cureton, Hubbard, Lyndale, McCollam, Meyer, Ocala and Painter.

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:** \$ \$37,000.00 Flat Rate

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-3130 IR 7/8/20
Accountant Initials

000000-340-5210
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: [Signature] / IR-5 Date: 7/8/20

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____



Mary Ann Dewan, Ph.D.
County Superintendent of Schools



**MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA CLARA COUNTY OFFICE OF EDUCATION POSITIVE BEHAVIORAL INTERVENTIONS AND
SUPPORTS TECHNICAL ASSISTANCE CENTER
AND
ALUM ROCK UNION SCHOOL DISTRICT (ARUSD)**

Santa Clara County Office of Education (SCCOE) Positive Behavioral Interventions and Supports Technical Assistance Center (Consultant) and Alum Rock Union School District (District) agree to 2020-21 PBIS Cohort Team Trainings and supplementary professional learning and technical assistance events and activities. Activities related to training as well as the terms and conditions for this collaboration are described below.

School(s)	Training	Cost
<ul style="list-style-type: none"> Fischer Middle 	PBIS Year 2 <ul style="list-style-type: none"> Tier 2 TIPS Classroom Systems CICO 	\$4,250 (1) = \$4,250.00
<ul style="list-style-type: none"> George Middle 	PBIS Year 3 <ul style="list-style-type: none"> Tier 2 & Tier 3 Function Based Thinking Intervention Planning 	\$4,250 (1) = \$4,250.00
<ul style="list-style-type: none"> Aptitud Academy Arbuckle Elementary Chavez Elementary Cureton Elementary Hubbard Academy Lyndale Elementary McCollam Elementary Meyer Elementary Ocala Middle Painter Elementary 	90 hours of customized coaching to be split between 10 schools, as scheduled between the Consultant and District	\$250 (90) = \$22,500.00
<ul style="list-style-type: none"> Per Diem 	Three (3) days of customized district and team training *one of the three days will be provided in-kind	\$3,000 (2) = \$6,000.00
Total Cost		\$37,000.00

I. TERMS OF MOU

- a. This agreement shall commence on July 1, 2020 and shall end on June 30, 2021.

II. RESPONSIBILITIES

A. The School District shall:

1. The District will work collaboratively with the Consultant to provide PBIS Tier 1, Tier 2, Tier 3 trainings and PBIS coaching support to the District PBIS Coach/Coordinator and school sites participating in PBIS trainings and implementation.
2. Support and collaboratively provide customized Coaching and Consultation to the District's school sites participating in PBIS implementation.
3. The District and school sites participating in Year 2 trainings will:
 - Attend the Team Initiated Problem Solving (TIPS) training consisting of one session. Teams will learn how to effectively organize and facilitate team meetings using TIPS as a common practice for implementing databased decision-making.
 - Implement the TIPS process and evaluate the team meeting process in the school to run effective, efficient data-driven meetings through self-assessments and observation tools.
 - District PBIS Coach will work with Consultant on evaluating school sites to assess readiness of school teams for Tier 2 trainings using the Tiered Fidelity Inventory (TFI) and Self-Assessment Survey (SAS).
 - Attend Tier 2 training to develop a Check In/Check Out (CICO) system that can be monitored through the collection and evaluation of products via the CICO Handbook (a portion of the school PBIS Handbook) and self-assessment measures can be completed to monitor development of materials.
 - School teams will also complete a self-assessment – the Team Implementation Checklist and/or the Tiered Fidelity Inventory (TFI) – between trainings as a measure of the effectiveness of training to support implementation.
 - Sustained implementation of Tier 1 and Tier 2 interventions will continue to be assessed through assessments (TFI and SAS). These scores will provide information regarding specific and differentiated training needs, fidelity of implementation and development of annual action plans. A TFI scale score of 70% at Tier 1 is required for school site intervention teams to move forward with Tier 2/CICO training. School sites that are unable to assess, or score below the benchmark of 70% will be provided with additional Tier 1 team training and move to training for intervention teams at Tier 2/CICO the following school-year.
 - Teams who score below the 70% benchmark on their TFI will be on an adjusted scope and sequence wherein teams will begin the year in Tier 1 and transition mid-year to Tier 2 training and support.
4. The District and school sites participating in Year 3 Trainings will:
 - Attend Data Teaming Training consisting of one training session to use student outcome and implementation fidelity data in data-based decision making, problem solving, and progress monitoring for group and individual student interventions and supports.
 - District PBIS Coach will work with consultant on evaluating school sites to assess readiness of school teams for Tier 3 Trainings.

- Attend Tier 3 training to evaluate knowledge in identifying function-based intervention to assess skills and the need for continuing training for school site staff. Training in the continuum of Tier 2 and Tier 3 interventions and Function Based Support approach.
 - Sustained implementation of Tier 1 and Tier 2 interventions will continue to be assessed through assessments (TFI and SAS). These scores will provide information regarding specific training needs and fidelity of implementation.
5. The District will work collaboratively with the Consultant to provide Tier 3 trainings and PBIS coaching support to the District PBIS Coach/Coordinator and school sites participating in PBIS trainings and implementation.
 6. The District will grant permission to SCCOE to have access to data stored in this district's account on the PBIS Evaluation website (www.pbisapps.org). Access and reports will be provided to SCCOE on a district level and school level. Access encompasses all information stored in the SWIS and PBIS surveys found at www.pbisapps.org at the school and district level. No individual student data will be accessed. Access will be password-protected and confidential.
- B. SCCOE Positive Behavior Interventions and Supports Technical Assistance Center (SCCOE PBIS TAC) shall provide:**
- Positive Behavioral Interventions and Support (PBIS) is defined as a systems approach for establishing the social culture and individual behavior supports needed for schools to achieve both social and academic success for all students while preventing problem behaviors.
1. **Customized Coaching and Consultation – (10) school sites**
 - Customized Coaching and Consultation on Positive Behavioral Interventions and Supports (PBIS), defined as a systems approach for establishing the social culture and individual behavior supports needed for schools to achieve both social and academic success for all students while preventing problem behaviors.
 2. **Year 2 Trainings – (1) school sites**
 - Tier 1 – Team Initiated Problem Solving (TIPS) and Tier 2 Readiness
 - TIPS Meeting Foundations
 - Tier 2 Readiness and Tier 2 PBIS assessments
 - PBIS Classroom Systems
 - TIPS Data Drill Down and Problem Solving
 - Tier 2 – Secondary PBIS Team Training
 - Check In Check Out (CICO) Foundations
 - CICO Implementation and handbook, Tier 2 data systems
 3. **Year 3 Trainings – (1) school sites**
 - Tier 2 – Data Teaming Training
 - Using School-Wide Information Systems (SWIS) and SWIS-CICO in data-based decision making, problem solving, and progress monitoring for group and individual student interventions and supports.
 - Tier 3 – Tertiary PBIS Team Training on the continuum of Tier 2 and Tier 3 interventions and Function Based Support Approach
 - Re-design and improvement of learning and teach environments
 - Interventions, processes, and systems of Tier 2 and 3 interventions

- Develop and implement a function-based approach to addressing behavior and how behavior supports are used in successful PBIS implementation.
4. **PBIS Coaches Workshop and Network** consisting of a series of networking sessions throughout the year to build local capacity within districts for successful PBIS implementation. PBIS Coaches/Coordinators will collaborate on strategies and solutions to on-going implementation needs, and share resources and the latest PBIS tools. Discussions vary in topics, including:
 - Coaching, Training, and Coordination
 - Monitoring the district action plan
 - Providing on-going PBIS professional development
 - Calibration of PBIS evaluation and assessment tools
 5. **District Leadership Team Meeting** is held annually and assists district leadership in:
 - Effective implementation and evaluation
 - Building District training capacity and sustainability efforts of PBIS
 - Resource allocation
 - Policy development
 6. **Access to PBIS Evaluations** will be provided to the district. SCCOE will be granted access to data stored in this district's account on the PBIS Evaluation website (www.pbisapps.org) by the district in order to access reports on a district level and school level. Access encompasses all information stored in SWIS and PBIS surveys found at www.pbisapps.org at the school and district level. No individual student data will be accessed. Access will be password-protected and confidential.
 7. **Technical Assistance** providing coaching and building district capacity in order to sustain PBIS implementation and efforts.
 - Provide timely technical assistance and coaching supports.
 - Customize trainings to meet needs of the school district and school sites working alongside with District PBIS Coordinator/Trainer and/or PBIS Coach.

III. COMPENSATION

- A. The term of this MOU will be one year, beginning on July 1, 2020 and extending until June 30, 2021.
- B. Alum Rock Union School District shall pay SCCOE PBIS TAC for each of the above items, **total not to exceed \$37,000.00** by due date.
- C. Alum Rock Union School District shall make payment within 30 days of receiving each invoice.
- D. This MOU may be terminated by either the district or COE at any time prior to the date of expiration if such a decision is reported to the other signatory by written notice three (3) months in advance.
- E. During the time MOU is in effect, the parties may amend the terms of the MOU to improve the effectiveness of the district implementation of Corrective Action 6 and the county technical assistance. The amendments shall be in writing.

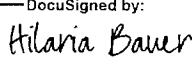
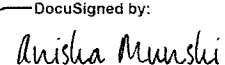
- F. Unless otherwise stipulated, any amendments to this MOU will take effect when signed by Alum Rock Union School District and Santa Clara COE.
- G. The COE will invoice for all services provided as outlined within the MOU regardless of district and school site personnel attendance.

IV. INSURANCE/HOLD HARMLESS

- A. Insurance: SCCOE and District shall maintain a certificate of insurance in the business office of each respective office.
- B. Indemnity: SCCOE and District shall each hold one another harmless from and against any and all claims arising from the work performed herein.

V. APPROVALS

This agreement shall become effective upon its approval by the undersigned.

DISTRICT		SCCOE	
Name		Name	Anisha Munshi, Ed.D.
Title		Title	Assistant Superintendent, PLIS Division
Signature	 DocuSigned by: Hilaria Bauer B1F6640B4CFC434...	Signature	 DocuSigned by: Anisha Munshi 4AB1FAC80BD844F...
Date	7/20/2020	Date	7/20/2020

SCCOE USE ONLY:

Initiator: N/A

Manager/Director: _____

Chief: _____

Risk Management: 7/21/2020

Reviewer: IC

RM #: 21-0160



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

Date: July 14, 2020

To: Dr. Hilaria Bauer, Superintendent

From: Rene Sanchez, Assistant Superintendent, Instructional Services

Re: Arizona State University (ASU) VILS Lab Initiative

Summary:

ASU will provide the ARUSD teacher access to the Verizon Initiative Learning online course for up to 15 teachers and 600 students at Ocala STEAM Academy and Sheppard Middle School. Professional Development for all teachers and staff involved could include: face-to-face, virtual, blended, self-directed learning or in-class, one-on-one & small group coaching.

A One-year \$15,000.00 stipend will be provided to each Mentor at Ocala and Sheppard Middle School.

Hilaria Bauer, Ph.D., Superintendent

Board of Trustees: Ernesto Bejarano, President · Corina Herrera-Loera, Vice-President
Andrés Quintero, Clerk · Linda Chavez, Member · Dolores Márquez-Frausto, Member



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

☒ **MOU** (negotiated Agreement)
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**
☒ Scope of Work/Proposal

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

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

Name of Individual/Company: Arizona State University (ASU)

Address: 1475 N. Scottsdale Rd. City: Scottsdale State: AZ Zip: 85257

Phone: (480) 965-7910 Email: Jimi.Choi@asu.edu

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates August 14, 2020 end date June 30, 2021

CONTRACTOR'S OBLIGATION:

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

ASU will provide the ARUSD teacher access to the Verizon Initiative Learning online course for up to 15 teachers and 600 students at Ocala STEAM Academy and Sheppard MS.

A One-year \$15,000.00 stipend will be provided to each Mentor at Ocala and Sheppard MS.

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 to the District (VILS Lab Initiative)

Describe other related costs: _____

BUDGET CODE: _____

Accountant Initials _____

Accountant Initials _____

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: [Signature] Date: 7/29/20

Director of Fiscal Services: [Signature] Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

MEMORANDUM OF UNDERSTANDING (MOU)
Between
Alum Rock Elementary Union School District
&
ARIZONA STATE UNIVERSITY (ASU)

This document constitutes an agreement between Alum Rock Elementary Union School District and Arizona State University (ASU).

Objective:

The objective of this Memorandum of Understanding is to describe the role and responsibilities of each party relative to the implementation of the Verizon Innovative Learning Lab Mentor position and provided stipend as well as define the Verizon 5G initiative.

This understanding is entered into by and between Arizona State University ("ASU") and Alum Rock Elementary Union School District, setting forth the terms and understanding by which the parties have implemented the Verizon Innovative Learning ("VIL") Lab program (the "Project") at the school sites; Ocala STEAM Academy and William L. Sheppard Middle School.

In markets where Verizon 5G is available, the Project will explore providing the designated School lab space with access to the Verizon 5G network to support Verizon 5G Educational Technology applications.

ASU Entrepreneurship + Innovation COMMITMENT

ASU will provide the following to Alum Rock Elementary Union School District:

- Teacher access to the VIL online course hosted on the Canvas learning management system. ASU will pay the per-user-fee for up to 15 teachers per School to access, administer, and manage the course.
- Student access to the VIL online course hosted on the Canvas learning management system. ASU will pay the per-user fee for up to 600 students annually per School to access, use, and complete the course.
- Professional learning for all teachers and staff involved in the Project will be delivered in accordance with Alum Rock Elementary Union School District: guidelines, which could include:
 - Face-to-face professional learning
 - Virtual professional learning
 - Blended professional learning
 - Self-directed professional learning
 - In-class, one on one, and small group coaching

- Virtual communities of practice
- Ongoing Project planning and implementation support, including for curriculum and Verizon 5G Education Technology applications
- Asynchronous methodology for content and curriculum implementation.

Alum Rock Elementary Union School District COMMITMENT

The Alum Rock Elementary Union School District commits to:

- Support the participating School in the facilitation, implementation and management of the VIL Labs Mentor Role.
- Assist ASU in documenting the implementation and outcomes of the Project throughout the Term of this Agreement.
- Work with Verizon, ASU and HOA to deploy Verizon 5G, where available, to the designated lab space, through a 5G Node on or near School premises.
- Participate in marketing and publicity efforts in collaboration with ASU and Verizon, in accordance with District policies.

Ocala STEAM Academy and William L. Sheppard Middle School COMMITMENT

The Ocala STEAM Academy and William L. Sheppard Middle School each commits to:

- Assist ASU and Verizon in securing media releases from participating staff, students, teachers, and community members.
- Provide regular updates and impact information from Project participants, including but not limited to educators, VIL Lab Mentors, and students.
- Participate in live and virtual events, including site visits and showcases, which may include a media presence.
- Participate in the VIL Lab Mentor Role (details below).
- Provide feedback on the space, emerging technologies, curriculum, Verizon 5G Educational Technology applications and/or learning experiences, as applicable.

Verizon Innovative Learning Lab Mentor with Stipend:

The participating School in Alum Rock Elementary Union School District will provide the Point of Contact for each of the VIL Lab Mentor Roles (Ocala STEAM Academy and William L. Sheppard Middle School) who will fulfill the below key duties and responsibilities. The VIL Lab Mentor will abide by the expectations of the Project, participate in required elements, and implement with fidelity for the duration of one year.

Implement the elective course for one full academic year ("AY"):

- AY 1: August/September <2020> through <May/June 2021>

Space Management

- Manage Lab space and all technology/equipment.

Professional Learning

- Schedule Lab use/training sessions.
- Attend monthly check-in meetings with ASU.
- Attend or view monthly VIL Labs trainings with ASU.
- Participate in virtual trainings twice during the school year.
- Support in the design, development and delivery of virtual and in person professional development in collaboration with ASU.
- Help with coordination and scheduling of ASU and/or Verizon school site visits.

School, District and Community Engagement

- Encourage use of Lab space across the school and community, including across multiple content areas and subjects.
- Host at minimum two STEM events per year that are community-facing.
- Help secure ASU and Verizon media releases for students in the program.
- For Subject Matter Teachers, where applicable, **encourage to:**
 - Participate in the in-person/virtual training twice during the school year.
 - Contact Lab Mentor if any issues with application/device.
 - Develop lesson plan using 5G Educational Technology applications based on guidance, where applicable.
 - Ensure 100% students studying respective subjects experience 5G Educational Technology applications as part of their standard curriculum.
 - Provide feedback to Lab Mentor on issues/improvement recommendations for applications.

Impact & Reporting

- Enroll at least 30% of the student population in the elective each academic year
- Endeavor to create an environment in which 100% of School student and staff population engages with the VIL Lab each academic year
- Provide student digital media artifacts to ASU every month
- Complete required educator surveys each year (pre, mid-year, and post)
- Submit progress reports each year (mid-year and end-of-year)
- Submit annual school engagement plan and elective course plan to ASU
- Collaborate with administrator(s) to complete grant and progress reports

Verizon 5G

- Where applicable, thoroughly understand Verizon 5G Educational Technology applications and:
 - Coordinate loading of AR applications onto provided technology with School IT
 - Test AR applications over 5G to ensure they are working properly
 - Understand how 5G applications work within elective, if applicable
 - Understand how 5G applications work within broader curriculum to support subject matter teachers
- Provide school site support for subject matter teachers around usability and functionality of Verizon 5G Educational Technology applications
- Regular communication with Verizon and Verizon 5G Educational Technology solution application developers, as needed
- Contact the appropriate partner for support, if needed
 - Verizon 5G support: Verizon Network Contact
 - Curriculum & 5G solution support: ASU

If there are any issues with the Verizon 5G connectivity or applications, the School is to submit a helpdesk ticket with the support query via email to: helpdesk@vils.freshservice.com.

Tickets can also be created from the [VILS Helpdesk Portal](#). New users will need to sign up first. In the portal, the School can submit tickets, check ticket details and status, and open any tickets previously submitted.

Qualifications and Characteristics

- Strong leadership skills
- Interest in and engagement with educational technology
- Relationship with local community members and organizations
- Motivator and collaborator at the school and district level
- Commit at minimum 8 hours per week

Preferred Qualifications

- Knowledge of Verizon 5G and related applications, where applicable
- Experience with Verizon Innovative Learning programming
- Understanding of grant-funded programs and associated reporting

Compensation

- \$15,000 stipend for one academic year for each Mentor Role at the Ocala STEAM Academy and William L. Sheppard Middle School.

If there are changes to the roles, the district is responsible for notifying ASU in writing via email within one week of the change. ASU will support the district for orientation of the new employee in their role within the VIL Lab program.

A more detailed outline of responsibilities for each Mentor Role follows:

DATE	COMMITMENT
<Q1 2020> July, Aug., Sept.	<ul style="list-style-type: none">• Launch elective course in August/September.• Launch School engagement plan in August/September.• Complete and submit teacher mid-survey #1.• Ensure 100% of students complete and submit student pre-survey #1.• Participate in ASU <AY20/21> School Site Visit.• Participate in monthly planning calls with ASU.• Participate in quarterly administrator check-in call.• Attend one virtual collaboration session each month*.• Submit monthly Digital Media artifacts*.• <i>*July and August excluded.</i>

<p><Q2 2020> Oct., Nov., Dec.</p>	<ul style="list-style-type: none"> • Participate in ASU <AY20/21> School Site Visit. • Participate in monthly planning calls with ASU. • Participate in quarterly administrator check-in call. • Attend one virtual collaboration session each month. • Submit monthly Digital Media artifacts. • Complete and submit <AY20/21> Mid-Year Progress Report.
<p><Q3 2021> Jan., Feb., Mar.</p>	<ul style="list-style-type: none"> • Complete and submit teacher mid-survey #1. • Ensure 100% of students complete and submit student mid-survey #1. • Participate in ASU <AY20/2> School Site Visit. • Participate in monthly planning calls with ASU. • Participate in quarterly administrator check-in call. • Attend one virtual collaboration session each month. <p>Submit monthly Digital Media artifacts.</p>
<p><Q4 2021> Apr., May, June</p>	<ul style="list-style-type: none"> • Complete and submit teacher post-survey #1. • Ensure 100% of students complete and submit student post-survey #1. • Participate in ASU <AY20/21> School Site Visit. • Host culminating showcase event onsite at VIL Lab. • Participate in monthly planning calls with ASU. • Participate in quarterly administrator check-in call. • Attend one virtual collaboration session each month. • Submit monthly Digital Media artifacts. • Complete and submit <AY20/21> Annual Progress Report (APR).

Compliance with Applicable Laws, Regulations, Policies, Bargaining Agreements

The parties hereto will comply with all applicable laws, including without limitation Federal, state, and local laws, regulations and District policies governing student privacy. The terms and conditions of employment of Alum Rock Elementary Union School District educators and other employees are governed by applicable laws, regulations, District policies and collective bargaining agreements.

Modification; Term of the Agreement

This Agreement is at-will and may be modified by mutual consent of authorized officials from ASU and Alum Rock Elementary Union School District, via written agreement executed and approved in the same manner as this Agreement. This Agreement shall become effective upon signature by the authorized officials from ASU and the District and will remain in effect until May/June 2021, unless modified by mutual consent of the parties as provided for herein, or unless terminated earlier by either or both of the parties as provided for herein.

Contact Information

Arizona State University
Ji Mi Choi, Associate Vice President leading Entrepreneurship + Innovation
Knowledge Enterprise =
1475 N. Scottsdale Rd.
Scottsdale, AZ 85257
(480) 965-7910
Jimi.Choi@asu.edu

Alum Rock Elementary Union School District

District Contact Jason Sorich
Title EdTech Administrator
Address 2930 Gay Ave. SJ CA
Phone (408) 928-6528
Email jason.sorich@arUSD.org
District Federal EIN 77-0016360

(Signature block follows on the next page.)

Party Signatures to the Agreement :

Signature: Ji Mi Choi Digitally signed by Ji Mi Choi
Date: 2020.07.27 20:34:07
-07'00' Date: 07/22/2020

Ji Mi Choi
Associate Vice President
Leading Entrepreneurship + Innovation
Knowledge Enterprise
Arizona State University

Signature: _____ Date: _____

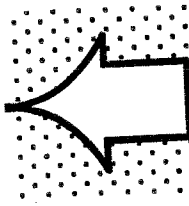
Alum Rock Elementary Union School District

Contact Name Hilaria Bauer, Ph.D.

Title Superintendent

Pursuant to Alum Rock Elementary Union School District, Board of Education approved
on _____.*

*If applicable.



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

11.14

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **Resolution # 06-20/21 Inventory Disposal**

Staff Analysis:

Authorize the sale, donation, and/or disposal of surplus property under the direction of the Procurement Manager, Assistant Superintendent of Business Services and the Superintendent.

Recommendation:

Staff recommends approval of the sale, donation and/or disposal, of surplus property listed on the attached sheets dated August 13, 2020.

Prepared by: Maria Martinez *m.m* Title: Procurement Manager

Approved by: Kolvira Chheng *K* Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: August 13, 2020

Recommend Approval

11.14

Agenda Placement

Hilaria Bauer

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
OF
SANTA CLARA COUNTY, STATE OF CALIFORNIA**

**RESOLUTION # 06-20/21
SALE, DONATION - AND/OR DISPOSAL OF SURPLUS PROPERTY**

WHEREAS, Education Code 39520 authorizes the sale for cash of any property belonging to the District if the property is not required for school purposes, or it should be disposed for the purpose of replacement, or it is unsatisfactory or not suitable for school use.

WHEREAS, Education Code 39520 and 39521 provides procedures to implement such a sale, public or private, conducted by staff;

WHEREAS, Education Code 39521 provides for donations to charitable organizations or disposal if property is of insufficient value to defray costs of arranging a sale;

NOW, THEREFORE, BE IT RESOLVED, that this Board does hereby authorize such a sale, donation, and/or disposal of surplus property, under the direction of the Procurement Manager, Assistant Superintendent of Business Services, and /or Superintendent.

PASSED AND ADOPTED this 13th day of August, 2020, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, and State of California.

Ayes _____ Noes _____ Absent _____ Abstain _____

Board of Trustees:

Ernesto Bejarano, President _____

Corina Herrera-Loera, Vice President _____

Andrés Quintero, Clerk _____

Dolores Márquez-Frausto, Member _____

Linda Chávez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on August 13, 2020.

Hilaria Bauer, Ph.D., Superintendent

SURPLUS EQUIPMENT DISPOSAL

DATE July 2020

Resolution # 06-20/21

DESCRIPTION	ARUSD #	SERIAL #	LOCATION	DEPARTMENT
HP MT40	2006802	CNU410B186	RYAN 22	ITSS
HP MT40	2007000	CNU410B181	RYAN 22	ITSS
HP MT40	2006849	CNU410B1JN	RYAN 22	ITSS
HP MT40	2008105	CNU411B4XR	RYAN 22	ITSS
HP MT40	2002780	CNU411B4NR	RYAN 22	ITSS
HP MT40	2003455	CNU344B50R	RYAN 22	ITSS
HP MT40	2002447	CNU411B4CF	RYAN 22	ITSS
HP MT40	2003465	CNU344B4V0	RYAN 22	ITSS
HP MT40	2003713	CNU344B59T	RYAN 22	ITSS
HP MT40	2002364	CNU411B4ML	RYAN 22	ITSS
HP MT40	2006845	CNU410B19B	RYAN 22	ITSS
HP MT40	2003304	CNU3449W84	RYAN 22	ITSS
HP MT40	2002834	CNU411B4R4	RYAN 22	ITSS
HP MT40	2006851	CNU410B25J	RYAN 22	ITSS
HP MT40	2006842	CNU410B25Y	RYAN 22	ITSS
HP MT40	2002437	CNU411B4RY	RYAN 22	ITSS
HP MT40	2006975	CNU410B1RL	RYAN 22	ITSS
HP MT40	2003922	CNU344B5TQ	RYAN 22	ITSS
HP MT40	2006793	CNU411B4G7	RYAN 22	ITSS
HP MT40	2006813	CNU410B16R	RYAN 22	ITSS
HP MT40	2006800	CNU410B12V	RYAN 22	ITSS
HP MT40	2006990	CNU410B1FG	RYAN 22	ITSS
HP MT40	2002769	CNU411B4PK	RYAN 22	ITSS
HP MT40	2008117	CNU411B4JY	RYAN 22	ITSS
HP MT40	2007024	CNU410B147	RYAN 22	ITSS
HP MT40	2002374	CNU411B4GZ	RYAN 22	ITSS
HP MT40	2008112	CNU411B4YH	RYAN 22	ITSS
HP MT40	2002372	CNU411B4H9	RYAN 22	ITSS
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HP MT40	2006938	CNU410B24H	RYAN 22	ITSS
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HP MT40	2006974	CNU410B1LB	RYAN 22	ITSS
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HP MT40	N/A	CNU411B4RP	RYAN 22	ITSS
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HP MT40	2007050	CNU410B177	RYAN 22	ITSS
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19" MONITOR	N/A	N/A	N/A	ITSS
15" MONITOR	N/A	N/A	N/A	ITSS
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HP MT40	2004220	CNU350DW0Q	ADELANTE LIBRARY	ITSS
HP MT40	2004504	CNU350DV9F	ADELANTE LIBRARY	ITSS
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HP MT40	2006344	CNU350CRT5	ADELANTE LIBRARY	ITSS
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HP MT40	2003992	CNU3449VRC	N/A	ITSS
HP MT40	2003376	CNU344B4GR	N/A	ITSS
HP MT40	N/A	CNU3449VVR	N/A	ITSS
HP MT40	2003996	CNU3449VRB	N/A	ITSS
HP MT40	N/A	CNU344B830	N/A	ITSS
HP MT40	2003892	CNU344B5QJ	N/A	ITSS
HP MT40	N/A	CNU344B494	N/A	ITSS
HP MT40	N/A	CNU3449WBF	N/A	ITSS
HP MT40	N/A	CNU3449VS8	N/A	ITSS
HP MT40	2003270	CNU3449VSJ	N/A	ITSS
HP MT40	2003261	CNU3449VSL	N/A	ITSS
HP MT40	2003842	CNU344B4B5	N/A	ITSS
HP MT40	2003913	CNU344B5X6	N/A	ITSS
HP MT40	N/A	CNU344B533	N/A	ITSS
HP MT40	N/A	CNU344BRPC	N/A	ITSS
HP MT40	2003997	CNU3449VS3	N/A	ITSS
HP MT40	2003897	CNU344B5D9	N/A	ITSS
HP MT40	2003654	CNU344B81N	N/A	ITSS
HP MT40	2003570	CNU344B8BV	N/A	ITSS
HP MT40	2003632	CNU344B54X	N/A	ITSS
HP MT40	2003752	CNU344B7ZJ	N/A	ITSS

HP MT40	2003987	CNU3449VVJ	N/A	ITSS
HP MT40	N/A	CNU402BB9M	N/A	ITSS
HP MT40	2006646	CNU402B9CF	N/A	ITSS
HP MT40	N/A	CNU402B8XG	N/A	ITSS
HP MT40	N/A	CNU402B8R1	N/A	ITSS
HP MT40	N/A	CNU402B9V5	N/A	ITSS
HP MT40	N/A	CNU402B9PZ	N/A	ITSS
HP MT40	N/A	CNU402B9H9	N/A	ITSS
HP MT40	2006643	CNU402B9DC	N/A	ITSS
HP MT40	2004924	CNU402BB4L	N/A	ITSS
HP MT40	2005318	CNU402B8XC	N/A	ITSS
HP MT40	2008126	CNU402B8WY	N/A	ITSS
HP MT40	2006562	CNU402B9N7	N/A	ITSS
HP MT40	N/A	CNU402B8WZ	N/A	ITSS
HP MT40	2006635	CNU402B95R	N/A	ITSS
HP MT40	2006594	CNU402B9JS	N/A	ITSS
HP MT40	2003378	CNU344B4LB	N/A	ITSS
HP MT40	2006601	CNU402B8Y0	N/A	ITSS
HP MT40	N/A	CNU402B94B	N/A	ITSS
HP MT40	2006636	CNU402B9C4	N/A	ITSS
HP MT40	N/A	CNU402B8R8	N/A	ITSS
HP MT40	N/A	CNU402B97P	N/A	ITSS
HP MT40	N/A	CNU402B93X	N/A	ITSS
HP MT40	N/A	CNU402B9ZJ	N/A	ITSS
HP MT40	2004923	CNU402BBDR	N/A	ITSS
HP MT40	2006483	CNU350CSFC	N/A	ITSS
HP MT40	2006599	CNU402B9JF	N/A	ITSS
HP MT40	2004930	CNU402B980	N/A	ITSS
HP MT40	2005035	CNU402B9KQ	N/A	ITSS
HP MT40	2005018	CNU402B97J	N/A	ITSS
HP MT40	N/A	CNU402B953	N/A	ITSS
HP MT40	N/A	CNU402B9HK	N/A	ITSS
HP MT40	2006557	CNU402B93N	N/A	ITSS
HP MT40	N/A	CNU402B98S	N/A	ITSS
HP MT40	N/A	CNU350DVV2	N/A	ITSS
HP MT40	2006482	CNU350CSY4	N/A	ITSS
HP MT40	N/A	CNU350DWGF	N/A	ITSS
HP MT40	N/A	CNU350DW61	N/A	ITSS
HP MT40	N/A	CNU350CRPN	N/A	ITSS
HP MT40	N/A	CNU350CS8B	N/A	ITSS
HP MT40	2004103	CNU350DW15	N/A	ITSS
HP MT40	2006335	CNU350CRVF	N/A	ITSS
HP MT40	N/A	CNU350DV73	N/A	ITSS
HP MT40	N/A	CNU350DV10	N/A	ITSS
HP MT40	2006487	CNU350CRZN	N/A	ITSS
HP MT40	N/A	CNU350DRCH	N/A	ITSS
HP MT40	N/A	CNU350DV1P	N/A	ITSS
HP MT40	2004037	CNU350DV39	N/A	ITSS
HP MT40	2006318	CNU350CRSV	N/A	ITSS
HP MT40	N/A	CNU350DWDV	N/A	ITSS
HP MT40	2004707	CNU350DRJN	N/A	ITSS
HP MT40	2004530	CNU350DV0B	N/A	ITSS
HP MT40	2006532	CNU350CRLF	N/A	ITSS
HP MT40	N/A	CNU350CRP0	N/A	ITSS
HP MT40	N/A	CNU350DRND	N/A	ITSS
HP MT40	2004547	CNU350DTYW	N/A	ITSS
HP MT40	2006462	CNU350CSGB	N/A	ITSS
HP MT40	2004018	CNU350DWBP	N/A	ITSS
HP MT40	N/A	CNU350DVMZ	N/A	ITSS
HP MT40	2006366	CNU350CRY1	N/A	ITSS
HP MT40	2004194	CNU350DRWC	N/A	ITSS
HP MT40	2004592	CNU350DS2D	N/A	ITSS

HP MT40	N/A	CNU350DVJ7	N/A	ITSS
HP MT40	2004536	CNU350DTXM	N/A	ITSS
HP MT40	2004370	CNU350DW26	N/A	ITSS
HP MT40	N/A	CNU350DWFY	N/A	ITSS
HP MT40	2004508	CNU350DV54	N/A	ITSS
HP MT40	2004144	CNU350DV1Z	N/A	ITSS
HP MT40	2004171	CNU350DRFR	N/A	ITSS
HP MT40	N/A	CNU402B95M	N/A	ITSS
HP MT40	N/A	CNU402B8QM	N/A	ITSS
HP MT40	N/A	CNU402B9Y6	N/A	ITSS
HP MT40	2005284	CNU402BB65	N/A	ITSS
HP MT40	N/A	CNU402B9PG	N/A	ITSS
HP MT40	N/A	CNU402B9M9	N/A	ITSS
HP MT40	N/A	CNU402B8Y7	N/A	ITSS
HP MT40	N/A	CNU402BB1W	N/A	ITSS
HP MT40	N/A	CNU402B9D5	N/A	ITSS
HP MT40	N/A	CNU402B8ZF	N/A	ITSS
HP MT40	N/A	CNU402BB4X	N/A	ITSS
HP MT40	N/A	CNU402B9HM	N/A	ITSS
HP MT40	N/A	CNU402B96Z	N/A	ITSS
HP MT40	N/A	CNU402BB7Q	N/A	ITSS
DELL OPTIPLEX	15481	N/A	N/A	ITSS
DELL OPTIPLEX	15482	N/A	N/A	ITSS
ACER ASPIRE ONE	N/A	LUS670B538950283791601	N/A	ITSS
DELL MONITOR	N/A	CN0WH3177287274B15JL	N/A	ITSS
ACER ASPIRE ONE	N/A	LUS670B53895025BBE1601	N/A	ITSS
ACER ASPIRE ONE	N/A	CN0Y1G0M7426199508KU	N/A	ITSS
ACER ASPIRE ONE	N/A	LUS680B5219525A9DF1601	N/A	ITSS
ACER ASPIRE ONE	N/A	LUS670B5389502B4CE1601	N/A	ITSS
ACER ASPIRE ONE	N/A	LUS680B5219525BB9C1601	N/A	ITSS
ACER ASPIRE ONE	N/A	LUS670B53895025CF91601	N/A	ITSS
ACER ASPIRE ONE	N/A	LUS670B53895025B821601	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102951-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102972-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102952-AQ	N/A	ITSS
NEO ALPHASMART	N/A	ALF3000-0201-10866-AQ	N/A	ITSS
NEO ALPHASMART	N/A	ALF3000-0201-10870-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102959-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102977-AQ	N/A	ITSS
NEO ALPHASMART	N/A	ALF3000-0201-10688-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102964-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102938-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102967-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102973-AQ	N/A	ITSS
NEO ALPHASMART	N/A	ALF3000-0201-10687-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102963-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102946-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102958-AQ	N/A	ITSS
NEO ALPHASMART	N/A	ALF3000-0201-10683-AQ	N/A	ITSS
NEO ALPHASMART	N/A	ALF3000-0201-10861-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102956-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102950-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102968-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102947-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102961-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102953-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102962-AQ	N/A	ITSS
NEO ALPHASMART	N/A	ALF3000-0201-10689-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102971-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102960-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102966-AQ	N/A	ITSS
NEO ALPHASMART	N/A	CN0FJ0666418068L061S	N/A	ITSS

DELL OPTIPLEX	N/A	12470	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102970-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102969-AQ	N/A	ITSS
NEO ALPHASMART	N/A	ALF3000-0800-03584W	N/A	ITSS
DELL OPTIPLEX	12708	N/A	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102955-AQ	N/A	ITSS
NEO ALPHASMART	N/A	ALF3000-0201-10863-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102965-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102945-AQ	N/A	ITSS
NEO ALPHASMART	N/A	NEO-AC-0701-102954-AQ	N/A	ITSS
DELL OPTIPLEX	15483	N/A	N/A	ITSS
NEO ALPHASMART	N/A	ALF3000-0500-08435	N/A	ITSS
NEO ALPHASMART	N/A	ALF3000-0700-80638-GA	N/A	ITSS
DELL MONITOR	N/A	LUS680B5219525B7761601	N/A	ITSS
DELL MONITOR	N/A	CN0Y1G0M7426199511RU	N/A	ITSS
DELL MONITOR	N/A	CN0WH3177287274B0JWL	N/A	ITSS
SHARP TV 25H-S100	37354	613319	ITSS	ITSS
DELL OPTIPLEX 755	00015003	2L68YH1	ITSS	ITSS
VARITRONICS SYSTEM 14555	N/A	7493	ITSS	ITSS
BRETFORD CART LAPTG15E-GM	N/A	N/A	ITSS	ITSS
17" MONITOR	N/A	N/A	ITSS	ITSS
SHARP VCR XA-605	37342	505713776	ITSS	ITSS
BRETFORD TV STAND MODEL E	N/A	N/A	ITSS	ITSS
BRETFORD CART AROCK38	1001164	201311210147	ITSS	ITSS
17" MONITOR	N/A	N/A	ITSS	ITSS
17" MONITOR	N/A	N/A	ITSS	ITSS
17" MONITOR	N/A	N/A	ITSS	ITSS
19" MONITOR	N/A	N/A	ITSS	ITSS
BROTHER DCP 8060	N/A	U61506J8J762737	ITSS	ITSS
LATHEM TIME SS12RFA (WALL CL	N/A	N/A	ITSS	ITSS
APPLE IPAD A1395	2000318	DMRGFRNQDFHW	ITSS	ITSS
APPLE IPAD A1395	2002265	DYTKP33ZDFHW	ITSS	ITSS
APPLE IPAD A1395	2000311	DMRG8JM0DFHW	ITSS	ITSS
17" MONITOR	N/A	N/A	ITSS	ITSS
HP LASERJET PRO M402DN	N/A	PHBQG23284	ITSS	ITSS
HP LASERJET PRO M400	N/A	VNB5D00131	ITSS	ITSS
HP LASERJET 2300N	N/A	CNBGB92332	ITSS	ITSS
DELL OPTIPLEX 755	00014035	6VWP0G1	ITSS	ITSS
HP OFFICEJET 6000	N/A	MY96M2J1WV057W	ITSS	ITSS
44 X ACTIVOTE MODULES + 2 STO	N/A	N/A	ITSS	ITSS
19" MONITOR	N/A	N/A	ITSS	ITSS
19" MONITOR	N/A	N/A	ITSS	ITSS
19" MONITOR	N/A	N/A	ITSS	ITSS
19" MONITOR	N/A	N/A	ITSS	ITSS
19" MONITOR	N/A	N/A	ITSS	ITSS
19" MONITOR	N/A	N/A	ITSS	ITSS
19" MONITOR	N/A	N/A	ITSS	ITSS
19" MONITOR	N/A	N/A	ITSS	ITSS
19" MONITOR	N/A	N/A	ITSS	ITSS
DELL OPTIPLEX 755	00015010	9L68YH1	ITSS	ITSS
ANYWHERE CART	2013125	AC-SLIM12503	ITSS	ITSS
SHARP CRT TV	39974	631405	SHEPPARD D6	ITSS
MAGNAVOX CRT TV	34850	3114A2820	SHEPPARD D6	ITSS
MT40	N/A	CNU347BS8S	SHEPPARD D6	ITSS
MT40	N/A	CNU350BGWL	SHEPPARD D6	ITSS
MT40	N/A	CNU347BS6G	SHEPPARD D6	ITSS
MT40	N/A	CNU347BRYV	SHEPPARD D6	ITSS
MT40	N/A	CNU350BHBZ	SHEPPARD D6	ITSS
MT40	N/A	CNU344B87B	SHEPPARD D6	ITSS
MT40	N/A	CNU347BSFD	SHEPPARD D6	ITSS
MT40	N/A	CNU350DVZF	SHEPPARD D6	ITSS
MT40	N/A	CNU350DV6R	SHEPPARD D6	ITSS

MT40	N/A	CNU350BHB2	SHEPPARD D6	ITSS
MT40	N/A	CNU344B5PY	SHEPPARD D6	ITSS
MT40	N/A	CNU344B860	SHEPPARD D6	ITSS
MT40	N/A	CNU350BGXC	SHEPPARD D6	ITSS
MT40	N/A	CNU350BG9M	SHEPPARD D6	ITSS
MT40	N/A	CNU347BT0M	SHEPPARD D6	ITSS
MT40	N/A	CNU347BSJR	SHEPPARD D6	ITSS
MT40	N/A	CNU347BT5H	SHEPPARD D6	ITSS
MT40	N/A	CNU344B4C4	SHEPPARD D6	ITSS
MT40	N/A	CNU350BGDH	SHEPPARD D6	ITSS
MT40	N/A	CNU347BS5C	SHEPPARD D6	ITSS
MT40	N/A	CNU347BT70	SHEPPARD D6	ITSS
MT40	N/A	CNU347BSCZ	SHEPPARD D6	ITSS
MT40	N/A	CNU347BT4L	SHEPPARD D6	ITSS
MT40	N/A	CNU350CRXK	SHEPPARD D6	ITSS
MT40	N/A	CNU344B539	SHEPPARD D6	ITSS
MT40	N/A	CNU350DWBV	SHEPPARD D6	ITSS
MT40	N/A	CNU344B967	SHEPPARD D6	ITSS
MT40	N/A	CNU347BSND	SHEPPARD D6	ITSS
MT40	N/A	CNU347BT6G	SHEPPARD D6	ITSS
TOSHIBA A105	N/A	26108117Q	SHEPPARD D6	ITSS
DELL OPTIPLEX 745	00013351	9J986F1	SHEPPARD D6	ITSS
HITACHI CP-X305	00013707	F8AU03932	SHEPPARD D6	ITSS
VBRICK	N/A	N/A	SHEPPARD D6	ITSS