ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
May 12, 2022

Thursday, May 12, 2022
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA
Time: 5:30 p.m.
Code: Regular #14-21/22

The May 12, 2022, 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 REAL TIME 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://arusd-org.zoom.us/j/83759954795
One tap mobile
+16699006833, Meeting ID:837 5995 4795# 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

In compliance with the Americans with Disabilities Act and Executive Order N-08-21, 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/LAND ACKNOWLEDGMENT- Board of Trustees of the Alum Rock Union Elementary School District does hereby acknowledge that the District schools and facilities sit on the traditional lands of the Muwekma Ohlone people, and the Board of Trustees further acknowledges with respect and reverence the Muwekma Ohlone People Tribe of the San Francisco Bay Area for their stewardship of these lands;/ PLEDGE OF ALLEGIANCE -- PRESIDENT ANDRES QUINTERO.

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to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.

1.03 WELCOME AND EXPLANATION TO AUDIENCE: Any person may address the Board on any item on the meeting agenda. Persons who wish to speak on an item on the agenda will have an opportunity to do so when that agenda item is introduced and presented during this meeting. If you wish to speak on an item on this agenda please use the "Raise hand" function on Zoom as described above when the agenda item is called. There is a limit of 2 minutes for each speaker. The Board has the right to limit total public comment on any agenda item to no more than 20 minutes.Persons who wish to speak to the Board about any matter within the jurisdiction of the District but not on this agenda will have an opportunity to speak during item 5.01 on this agenda as stated below.

2. SPECIAL PRESENTATION-DISCUSSION, CONSIDERATION AND ACTION

2.01 Recognition of Amigo de Alum Rock.

2.02 City of San Jose Presentation- Safety Education and San Jose Vision Zero.

2.03 Special Recognition - ARUESD 2022 Classified Employees of the Year

2.04 Santa Clara County Office of Education Classified School Employee of the Year

3. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

3.01 PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA: REQUESTS TO ADDRESS THE BOARD provides members of the public an opportunity to speak about any matter under the jurisdiction of the District but not on this agenda. (If the subject you wish to discuss is already on this agenda, please provide your comment when that item is called during the meeting.) Those who wish to speak on a within the jurisdiction of the District but not on this agenda should use the "Raise hand" function on Zoom as described above when this agenda item 3.01 is called. The Brown Act prevents the Board from discussing any item not on this published agenda but the Board may refer to staff for follow-up any formal written requests that are brought before the Board at this time. There is a limit of 2 minutes for each speaker. The Board has the right to limit total public comment on any agenda item to no more than 20 minutes. Written matters may be placed on a future meeting agenda.

4. COMMENTS AND COMMUNICATION

4.01 Alum Rock Administrator's Association (ARAA).

4.02 Teamsters.

4.03 California School Employee's Association (CSEA).

4.04 Alum Rock Educator's Association (AREA).

4.05 Superintendent.

4.06 Board of Trustees/Communications/Comments.

5. 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.)

5.01 Discussion/Consideration to Approve Resolution No. 53-21/22 Authorizing Remote Virtual/Teleconference Meetings Of The Board And District Committees Subject To The Brown Act For The Period May 16, 2022-June 14, 2022.

6. BONDS -- 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 Resolution No 50-21/22; RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE GENERAL OBLIGATION BONDS, 2016 ELECTION SERIES A IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $40,000,000, AND APPROVING DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO.

6.02 Approve Resolution No 51-21/22: RESOLUTION REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA TO ESTABLISH TAX RATE FOR BONDS OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT EXPECTED TO BE SOLD DURING FISCAL YEAR 2022-23, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH.

6.03 Approve Resolution No.52-21/22: RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF 2022 REFUNDING GENERAL OBLIGATION BONDS (FEDERALLY TAXABLE) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $40,000,000 FOR THE PURPOSE OF REFINANCING OUTSTANDING GENERAL OBLIGATION BONDS, 2012 ELECTION, SERIES A OF THE DISTRICT, AND APPROVING DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO.

6.04 Approve Contract with SixthDimension for Construction Management Services in the Amount, Not to Exceed, $300,120.00.

6.05 Approve Contract with Kleinfelder Construction Services for Construction Management Services in the Amount, Not to Exceed, $122,340.00.

6.06 Approve Contract with Stewart Signs for the Purchase of Ten (10) Marquis at $27,621.00 per Marquis Totaling $276,210.00.

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

7.01 Approve Resolution No. 49-21/22: Fifth Amendment to Joint Use Agreement with Kidango, Inc. to Add Additional Facilities at the Cesar Chavez Early Learning Center.

7.02 Information:Presentation on Facilities Condition for Leases by Charter Schools.

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

8.01 Approve Declaration of Need For Fully Qualified Educators for 2022/2023.

8.02 Resignations (Information Only).

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

9.01 Approve the contract with Psyched Services for the 2022-2023 school year. Psyched Services will conduct psycho-educational evaluations for students requiring initial or triennial evaluations at several sites within ARUSD. Submitted by: Special Education, $300,000 dollars.

9.02 Approve the contract with Think Together for 2021-2022 Summer School Program. Think Together will provide summer learning recovery services for up to 250 students across two school sites. Submitted by: State and Federal Programs, $214,704 dollars.

9.03 Approve the contract with YMCA for the 2021-2022 Summer School Program. Summer Enrichment Programs will help to improve the academic success of children in low-income environments. Submitted by: State and Federal Programs, $197,360 dollars.

9.04 Approve the contract with Lozano Smith, LLP. for the 2022-2023 school year. The use of legal counsel with issues related to Special Education ensures compliance. Submitted by: Special Education, $125,000 dollars.

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

10.01 Approve Acceptance of Donations.

10.02 Approve Fundraising Activities.

10.03 Approve Acceptance of Vendor & Payroll Warrants.

10.04 Current Enrollment (Information Only).

10.05 Approve Work Calendars for All Units, 2022-2023.

10.06 Approve Out of State Travel, Innovative School Summit, Las Vegas, NV for Ana Gonzalez and Jesus Araujo. Estimated cost $4,650.92.

10.07 Approve Out of State Travel, Innovative School Summit, Las Vegas, NV for Alethia Ruiz and Fernando Rivas, Jr. Estimated cost $5,699.06.

10.08 Approve Contracts for Professional Services - Firms/Organizations.

10.09 Approve Memorandum(s) of Understanding(s).

10.10 Approve Resolution No. 45-21/22 Inventory Disposal.

10.11 Approve/Ratify Notices of Employment and Changes of Status/May 12, 2022.

11. CLOSED SESSION

11.01 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.

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

11.03 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION(Paragraph (1) of subdivision (d) of Section 54956.9): Alum Rock Union Elementary School District v. Karen Martinez, Santa Clara County Superior Court case no. 21CV381923; Alum Rock Union Elementary School District v. Dolores Marquez, Santa Clara County Superior Court case no. 20CV372554; CTG Construction, Inc. v. Alum Rock Union Elementary School District, Santa Clara County Superior Court case no. 21CV367630; Office of Administrative Hearings CASE NO. 2022020173. student v. Alum Rock Elementary School District (Government Code 54956.9 subdivision (d) (1). One (1) matter.

11.04 CONFERENCE WITH LEGAL COUNSEL--Anticipated Litigation pursuant (1) of subdivision (d) of Government Code Section 94956.9 (1) potential case.

11.05 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: AREA (Alum Rock Educators Association); District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; (2) Cesar Torrcio, Assistant Superintendent, Human Resources (3) Tereasa Smith, Director, Human Resources and (4) Kolvira Chheng, Assistant Superintendent, Business Lead Negotiators.

11.06 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: CSEA (California School Employees Association); District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; (2) Cesar Torrcio, Assistant Superintendent, Human Resources (3) Tereasa Smith, Director, Human Resources and (4) Kolvira Chheng, Assistant Superintendent, Business Lead Negotiators.

11.07 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: TEAMSTERS; District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; (2) Cesar Torrico, Assistant Superintendent (3) Tereasa Smith, Director, Human Resources and (4) Kolvira Chheng, Assistant Superintendent, Business Lead Negotiators.

11.08 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: Assistant Principal.

12. FUTURE BOARD AGENDA REQUESTS

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

13. RECONVENE TO OPEN SESSION-VIA ZOOM

13.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

14. ADJOURNMENT

14.01 President adjourns the meeting.

15. NEXT MEETING(S)

15.01 June 9, 2022 (2021-22 School Year).

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

2.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Recognition of Amigo de Alum Rock.

Information Only

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

To the Board of Trustees: Meeting: May 12, 2022
Information Only Regular Board Meeting

2.01
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
2930 Gay Avenue
San José, CA 95127

2.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: City of San Jose Presentation – Safety Education and San Jose Vision Zero.

Presentation

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

To the Board of Trustees: Meeting: May 12, 2022
Information Only Regular Board Meeting

2.02
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
2930 Gay Avenue
San José, CA 95127

2.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Special Recognition - ARUESD 2022 Classified Employees of the Year**

Staff Analysis:

Staff is honored to present our 2022 Classified Employees of the Year, as follows:

1. Ricardo Fuentes – Custodial & Maintenance Services
2. Consuelo Medina – Transportation Services
3. Thanh Nguyen – Food & Nutrition Services
4. Susan Nicolas - Avila – Clerical & Administrative Services
5. Carlos Tripodi – Security Services
6. Andrea Valdovinos – Paraprofessional

Submitted by: Tereasa Smith Title: Director, Human Resources

To the Board of Trustees: **Recognition**

2.03

Agenda Placement

Meeting: May 12, 2022
Regular Board Meeting

Hilaria Bauer, Ph. D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

2.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Santa Clara County Office of Education Classified School Employee of the Year**

Staff Analysis:

Staff is honored to announce that Carlos Tripodi, Translator Technician with the District Office, and Thanh Nguyen, Child Nutrition Assistant II at Meyer Elementary, are two of this year's recipients of the Santa Clara County Office of Education Classified School Employee of the Year award and will be celebrated at a virtual recognition in June.

Submitted by: Tereasa Smith Title: Director, Human Resources

To the Board of Trustees: **Recognition**

2.04

Agenda Placement

Meeting: May 12, 2022
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

NEWS RELEASE

Santa Clara County Office of Education Announces 2022 Classified School Employees of the Year

April 14, 2022
FOR IMMEDIATE RELEASE

Contact: **Kelly Wylie**
(408) 453-4285

SAN JOSE, CA – The Santa Clara County Office of Education (SCCOE) is pleased to announce the winners of the Santa Clara County 2022 Classified School Employee of the Year Program.

This year over 40 applications were received from districts and the SCCOE combined, and eight winners were selected. Each nominee demonstrated a dedication to student success.

California's Classified School Employee of the Year (CSEY) Program highlights the contributions of classified school employees who support the education and school systems of California's more than six million public school students from preschool through grade twelve. The CSEY Program pays tribute to the tireless efforts of our outstanding classified school employees. From paraprofessionals, school bus drivers, cafeteria workers and beyond, these employees are the unsung heroes who play key roles in creating a healthy environment that contributes to the whole child by promoting student achievement, safety, and wellbeing.

"Congratulations to the winners and all the classified employees nominated within the county," said Dr. Mary Ann Dewan, County Superintendent of Schools. "Your invaluable work is crucial to the function and success of our school systems that influence the lives of students, their families, and our community."

The eight winners from Santa Clara County and their corresponding nomination categories are as follows:

Category	Awardee Name	District
Clerical and Administrative Services	Sharon Myers	Moreland School District
Custodial and Maintenance Services	Jon Willard	Santa Clara County Office of Education
Food and Nutrition Services	Thanh Nguyen	Alum Rock Union School District
Health and Student Services	Trudy Martinez	Mt. Pleasant Elementary School District
Paraprofessional Services	Marie Boxill	Campbell Union High School District
Security Services	Carlos Tripodi	Alum Rock Union School District

Technical Services	Alan Chase	Campbell Union High School District
Transportation Services	Dee Wilson	Santa Clara County Office of Education

All eight winners have been submitted to the California Department of Education for the state competition.

The SCCOE will celebrate the eight county awardees at a virtual recognition in June.

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About the Santa Clara County Office of Education

Working collaboratively with school and community partners, the Santa Clara County Office of Education (SCCOE) is a regional service agency that provides instructional, business, and technology services to the 31 school districts of Santa Clara County. The County Office of Education directly serves students through special education programs, alternative schools, Head Start and State Preschool programs, migrant education, and Opportunity Youth Academy. The SCCOE also provides academic and fiscal oversight and monitoring to districts in addition to the 22 Santa Clara County Board of Education authorized charter schools.

For more information about the Santa Clara County Office of Education, please visit www.sccoe.org and follow us @SCCOE on Facebook, Twitter, Instagram, and LinkedIn.

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

5.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: On September 16, 2021, Gov. Gavin signed Assembly Bill 361 into law which amends the Brown Act to allow fully virtual board meetings during a state of emergency. Generally, AB 361 allows virtual board meetings through January 1, 2024, if the Board holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing. (Currently, both of those conditions are satisfied in Santa Clara County.)

If the Board desires to continue to hold meetings virtually at this time then it must conduct meetings in accordance with the requirements of AB 361. Board agendas and agendas for the District's Brown Act committees (including, for example, the Bond Oversight Committee) must still be posted under the appropriate timelines: 72 hours in advance for a regular board meeting, and 24 hours in advance for a special board meeting. The agenda must include the meeting (zoom) link or dial-in, so that members of the public may access the meeting. Members of the public must be allowed to address the board in real-time during the meeting; the Board cannot require public comments to be submitted in advance. The Board must allow a reasonable amount of time for public comment per agenda item (a practice which this Board already follows). Also, in the event the Board or other meeting broadcast is disrupted, or if a technical issue within the District disrupts public comment, the board/committee cannot take any further action on the agenda until the technical issue is resolved.

In accordance with AB 361, the Board must make the requisite findings every 30 days that 1) the board has reconsidered the circumstances of the state of emergency and 2) the state of emergency continues to directly impact the ability of the members to meet safely in person or state or local officials continue to impose or recommend measures to promote social distancing.

The proposed resolution includes these required findings. The Board is respectfully asked to consider approving the attached Resolution. If the Resolution does not pass by majority vote, then all meetings must immediately return to full in-person participation and public access.

Approve

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

To the Board of Trustees: Meeting: May 12, 2022

Regular Board Meeting

Approve

5.01

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

RESOLUTION NO. 53-21/22

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD AND BOARD AND DISTRICT COMMITTEES SUBJECT TO THE BROWN ACT FOR THE PERIOD MAY 16, 2022 – JUNE 14, 2022

WHEREAS, the Alum Rock Union Elementary School District ("District") is committed to preserving and nurturing public and community access and participation in Board meetings; and

WHEREAS, all meetings of the Board are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's Board and Brown Act committees conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, pursuant to Government Code section 54953, "teleconference" means "a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both", which includes Zoom and similar virtual platforms;

WHEREAS, the required conditions for remote teleconferencing pursuant to Government Code section 54953(e) include that a state of emergency is declared by the Governor pursuant to Government Code section 8625, and that state or local officials have imposed or recommended measures to promote social distancing, or the Board determines that meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, such conditions now exist in the District; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom issued a proclamation pursuant to Government Code section 8625 declaring a state of emergency in the State of California due to the COVID-19 virus which remains in effect as of the date hereof (the "Declaration of State of Emergency");

WHEREAS, emergency conditions persist in the District, including specifically, the COVID-19 Delta variant has been found to be highly transmissible and is now infecting a small percentage of vaccinated people, as well as many unvaccinated people, and the conditions and setting of Board and committee meetings -- which would include a large gathering of staff, Board members, students and members of the public in the same room for extended periods of

time in the Board Room or other facilities and rooms which do not have direct access to outdoor air -- could facilitate the transmission of the virus and would pose an imminent risk to the health or safety of employees and/or meeting attendees;

WHEREAS, guidance and recommendations from the Santa Clara County Public Health Department include recommended measures to promote social distancing, including:

> "In general, the more people you have in an indoor environment, (especially if some are not fully vaccinated against COVID-19), the greater the need for increasing the circulation of fresh, outdoor air to dilute airborne particles. Provide fresh air to the areas of your buildings with the highest number of occupants. In areas where you are unable to increase outdoor air, consider reducing the number of people even further, spacing people at least six feet apart, and taking other measures to improve ventilation and air filtration." (https://covid19.sccgov.org/business-guidance#ventilation)

WHEREAS, the Board does hereby find that the above circumstances have caused, and will continue to cause, conditions within the District facilities for Board and other committee meetings that are likely to be beyond the control of services, personnel, equipment, and facilities of the District; and

WHEREAS, as a consequence of the above conditions, the Board does hereby find that the Board of Trustees, the District's Bond Oversight Committee and all other District and Board committees subject to the Brown Act, may continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Remote Teleconference Meetings. The Superintendent or designee and the District's Bond Oversight Committee and all other District and Board committees subject to the Brown Act, are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 3. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 13, 2021, or (ii) such time the Board adopts a subsequent resolution in accordance with Government Code section

54953(e)(3) to extend the time during which the Board of Trustees, the District's Bond Oversight Committee, and all other District and Board committees subject to the Brown Act may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District, this 12 day of May , 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____(Clerk)

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

6.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 3, 2022

Subject: Resolution No. 50-21/22:
"RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, 2016 ELECTION, SERIES A IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $40,000,000, AND APPROVING DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO."

Staff Analysis:
Measure I was approved by District voters in 2016 authorizing nearly $140 million in bonds for school equipment and facility improvements. At this time the District desires to issue a first series of Measure I Bonds for voter-approved projects, and for 2010 COP prepayment. The Resolution presented to the Board authorizes the issuance of up to $40 million pursuant to the Government Code, as tax-exempt bonds, in the form of current interest bonds only (no capital appreciation bonds), all in accordance with requirements of law, Measure I and the District's debt management policy.

This Resolution authorizes the bonds to be underwritten through a negotiated underwriting with an investment banking firm which will purchase all of the bonds and have the responsibility for placing them with investors. The Bonds will be marketed to potential purchasers through a disclosure document called the Preliminary Official Statement (POS). Securities laws standards require that the POS contain all material information for investors to make an informed investment decision, and not include material errors or omissions. This document is scheduled for release on approximately June 15, 2022, and it will continue to be edited and refined prior to release until it meets all applicable legal standards. Comments or questions can be submitted to staff for review and consideration. Other bond-related documentation which is available in draft form until the bonds have been sold are also attached.

Attachments: Bond Purchase Agreement; Preliminary Official Statement; Escrow Agreement.

Recommendation:
Approve Resolution No. 50-21/22 authorizing the Issuance and Sale of 2016 Election, Series A Bond in a Not To Exceed Amount of $40 Million.

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

To the Board of Trustees: Meeting: May 12, 2022
Regular Board Meeting

RECOMMEND APPROVAL

6.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

RESOLUTION NO. 50-21/22

RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, 2016 ELECTION, SERIES A IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $40,000,000, AND APPROVING DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO

WHEREAS, a bond election was duly and regularly held in the Alum Rock Union Elementary School District (the "District") on June 7, 2016, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting a bond measure ("Measure I") to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of $139,999,671.60 (the "Measure I Bonds"), and more than 55% of the votes cast at said election were in favor of the issuance of the Measure I Bonds; and

WHEREAS, the abbreviated form of Measure I (limited to 75 words or less) is:

"To improve local neighborhood schools, fix leaky, deteriorated roofs, improve fire safety, repair/upgrade classrooms, improve student safety and security, renovate outdated restrooms, upgrade heating/ ventilation/ electrical systems for energy efficiency, and computer technology, shall $139,999,671.60 of Alum Rock Union Elementary School District bonds approved by the voters in June 2008, be reapproved at legal rates to renovate, acquire, construct, repair classrooms, sites, facilities/equipment, with independent audits, citizens' oversight, no money for administrators' salaries and all money controlled locally?"; and

WHEREAS, Measure I was intended to be a reauthorization of bonds that were originally authorized to be issued pursuant to a bond measure approved by District voters at an election held on June 3, 2008 and known as Measure G; and

WHEREAS, in 2010, the District caused the delivery of Taxable Certificates of Participation, 2010 Series A (Direct Subsidy Qualified School Construction Bonds") in the aggregate principal amount of $25,000,000 (the "2010 COPs") for the purpose of identifying a source of financing for projects and facilities which had been authorized under Measure G; and

WHEREAS, in connection with Measure I, District voters reauthorized the projects to be financed with the proceeds of bonds issued under Measure G, and also authorized the refinancing of outstanding lease obligations, including the 2010 COPs, which are subject to prepayment on any date on and after June 1, 2020, at the option of the District; and

WHEREAS, the Board of Trustees of the District (the "Board") is authorized to provide for the issuance and sale of any series of Measure I Bonds under the provisions

of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, the Board wishes at this time to initiate proceedings for the issuance and sale of an initial series of Bonds under Measure I and the Bond Law in the aggregate principal amount of not to exceed $40,000,000 (the "Series A Bonds") as provided in this Resolution, for the purpose of providing financing for projects authorized under Measure I, including for the purpose of prepaying the 2010 COPs; and

WHEREAS, as required by Government Code Section 5852.1 enacted January 1, 2018 by Senate Bill 450, attached hereto as Appendix B is certain financial information relating to the Series A Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, the Board has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the delivery of the Series A Bonds will be in compliance with said policy; and

WHEREAS, the District has not received a qualified or negative certification in its most recent interim report;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning. Any capitalized terms defined in the recitals of this Resolution and not otherwise defined in this Section shall have the respective meanings given such terms in the recitals.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Law" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

"Bond Purchase Agreement" means the agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Series A Bonds upon the negotiated sale as provided in Section 3.01(a).

"Building Fund" means the fund established and held by the County under Section 3.03.

"Closing Date" means the date upon which there is a delivery of the Series A Bonds in exchange for the amount representing the purchase price of the Series A Bonds by the Underwriter.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series A Bonds and the prepayment of the 2010 COPs, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent, the Escrow Agent and their respective counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, premium for municipal bond insurance (if any) and any other cost, charge or fee in connection with the original issuance of the Series A Bonds and the prepayment of the 2010 COPs.

"County" means the County of Santa Clara, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County Treasurer" means the Santa Clara County Treasurer, or any authorized deputy thereof.

"Debt Service Fund" means the fund established and held by the County under Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"District" means the Alum Rock Union Elementary School District, an elementary school district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the President of the Board, the Superintendent, the Assistant Superintendent of Business Services or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Series A Bonds.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Education Code" means the Education Code of the State of California as in effect on the date of adoption hereof and as amended hereafter.

"Escrow Agent" means U.S. Bank Trust Company, National Association, its successors and assigns, as escrow agent under the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement between the District and the Escrow Agent, relating to the refunding and discharge of the 2010 COPs.

"Federal Securities" means: (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; and (d) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vi) obligations of the Federal Home Loan Bank (FHLB).

"Interest Payment Date" means each February 1 and August 1 on which interest on the Series A Bonds is due and payable, as such dates are identified in the Bond Purchase Agreement.

"Measure G" means the measure which was submitted to, and approved by more than 55% of, the voters at an election held on June 3, 2008, which was reauthorized pursuant to Measure I.

"Measure I" means the measure which was submitted to, and approved by more than 55% of, the voters at an election held on June 7, 2016, under which the issuance of the Measure I Bonds has been authorized.

"Municipal Advisor" means the firm of Dale Scott & Company, Inc., as municipal advisor to the District in connection with the issuance and sale of the Series A Bonds.

"Office" means the office or offices of the Paying Agent for the payment of the Series A Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

"Outstanding," when used as of any particular time with reference to Series A Bonds, means all Series A Bonds except (a) Series A Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation, (b) Series A Bonds paid or deemed to have been paid within the meaning of Section 9.02 and (c) Series A Bonds in lieu of or in substitution for which other Series A Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used herein with respect to a Series A Bond, means the person in whose name the ownership of such Series A Bond is registered on the Registration Books.

"Paying Agent" means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Series A Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

"Record Date" means the 15th calendar day of the month preceding an Interest Payment Date, whether or not such day is a business day.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and transfer of the Series A Bonds under Section 2.08.

"Resolution" means this Resolution adopted by the Board authorizing the issuance of the Series A Bonds, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

"Series A Bonds" means the not to exceed $40,000,000 aggregate principal amount of Alum Rock Union Elementary School District (Santa Clara County, California) General Obligation Bonds, 2016 Election, Series A, issued and at any time Outstanding under this Resolution.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"Term Bonds" means any one or more maturities of the Series A Bonds which are subject to mandatory sinking fund redemption under Section 2.03(b).

"2010 COPs" means the Alum Rock Union Elementary School District (Santa Clara County, California) Taxable Certificates of Participation, 2010 Series A (Direct Subsidy Qualified School Construction Bonds') which have been executed and delivered in the aggregate principal amount of $25,000,000 pursuant to a Trust Agreement dated as of June 1, 2010, among the District, the Public Property Financing Corporation of California and U.S. Bank National Association, as trustee.

"Underwriter" means the underwriting firm, investment banking firm or other financial institution which is designated as the original purchaser of the Refunding Bonds upon the negotiated sale thereof pursuant to Section 3.01(a).

"Written Request of the District" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District under a written certificate of a District Representative.

Section 1.02. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

(d) Whenever the term "may" is used herein with respect to an action by one of the parties hereto, such action shall be discretionary and the party who "may" take such action shall be under no obligation to do so.

Section 1.03. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series A Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series A Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE SERIES A BONDS

Section 2.01. Authorization. The Board hereby authorizes the issuance of the Series A Bonds in the principal amount of not to exceed $40,000,000 under and subject to the terms of Article XIIIA, Section 1 paragraph (b) of the California Constitution, the Bond Law and this Resolution, for the purpose of raising money for the acquisition or improvement of educational facilities in accordance with the Measure I and for the purpose of prepaying the 2010 COPs. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series A Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest on all Series A Bonds which are Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Series A Bonds shall be designated the "Alum Rock Union Elementary School District (Santa Clara County, California) General Obligation Bonds, 2016 Election, Series A". Additional designations to appropriately identify the Series A Bonds may be set forth in the Bond Purchase Agreement.

Section 2.02. Terms of Series A Bonds.

(a) Terms of Series A Bonds. The Series A Bonds will be issued as fully registered bonds, without coupons, in the form of current interest bonds in the denomination of $5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Series A Bonds maturing in the year of maturity of the Series A Bond for which the denomination is specified. The Series A Bonds will be lettered and numbered as the Paying Agent may prescribe, and will be dated as of the Closing Date.

Interest on the Series A Bonds is payable semiannually on each Interest Payment Date. Each Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Series A Bond is in default at the time of authentication thereof, such Series A Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Series A Bonds shall mature on August 1 in the years and in the amounts, and shall bear interest at the rates, as determined upon the sale thereof and as set forth in the Bond Purchase Agreement. Interest on the Series A Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. The final maturity of the Series A Bonds shall not exceed the legal limit identified in the Bond Law, and if the final maturity is more than thirty years after the Closing Date, the Superintendent or other official familiar with the projects to be financed with proceeds of the Series A Bonds is authorized and directed to execute a certification confirming that the useful life of the facilities to be financed with the proceeds

of the Series A Bonds which mature more than thirty years after the Closing Date exceeds the final maturity date of said Series A Bonds.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be printed on the Series A Bonds, but such numbers do not constitute a part of the contract evidenced by the Series A Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series A Bonds. Any failure by the District to use CUSIP numbers in any notice to Owners of the Series A Bonds will not constitute an event of default or any violation of the District's contract with the Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Series A Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Series A Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least $1,000,000 aggregate principal amount of the Series A Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on any Series A Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of the Series A Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this subsection are subject in all respects to the provisions of Section 2.09 relating to the payment of Series A Bonds which are held in the book-entry system of DTC.

Section 2.03. Redemption.

(a) Optional Redemption Dates and Prices. The Series A Bonds may be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the redemption prices which are set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If and as specified in the Bond Purchase Agreement, any maturity of the Series A Bonds will be designated as "Term Bonds" which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of the Term Bonds to be redeemed in each year under this subsection will be reduced on a pro rata basis in integral multiples of $5,000, as designated in written a Written Request of the District filed with the Paying Agent.

(c) Selection of Series A Bonds for Redemption. Whenever less than all of the Outstanding Series A Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series A Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series A Bond will be deemed to consist of individual bonds of $5,000 denominations each which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent shall cause notice of redemption of any Series A Bonds to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series A Bonds designated for redemption, at their addresses appearing on the Registration Books. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Series A Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Series A Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series A Bonds are to be called for redemption, shall designate the serial numbers of the Series A Bonds to be redeemed by giving the individual number of each Series A Bond or by stating that all Series A Bonds between two stated numbers, both inclusive, or by stating that all of the Series A Bonds of one or more maturities have been called for redemption, and shall require that such Series A Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Series A Bonds will not accrue from and after the redemption date. Any notice of optional redemption of the Series A Bonds may state that it is conditional, in which case it shall make reference to the right of the District to rescind the notice as set forth in subsection (e) of this Section.

Upon surrender of Series A Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Series A Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series A Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest on the Series A Bonds so called for redemption have been duly provided, the Series A Bonds called for redemption will cease to be entitled to any benefit under this Resolution, other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Series A Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

Notwithstanding the foregoing provisions of this subsection, so long as the Series A Bonds are held in the book-entry system the provisions of Section 2.09 shall govern the procedures for giving notice of redemption of the Series A Bonds, if and to the extent the provisions of this Section are in conflict inconsistent with the provisions of Section 2.09.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series A Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the dated fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series A Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series A Bond Owners or any other party related to or arising from such

rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption to the respective Owners of the Series A Bonds designated for redemption at their addresses appearing on the Registration Books, and also to the Securities Depositories and the Municipal Securities Rulemaking Board.

Section 2.04. Form of Series A Bonds. The Series A Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Appendix A attached hereto.

Section 2.05. Execution of Series A Bonds. The Series A Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary or Clerk of the Board. No Series A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on such Series A Bond is signed by the Paying Agent as authenticating agent.

The Series A Bonds shall be in substantially the form attached hereto as Appendix A and incorporated herein by this reference, allowing those officials executing the Series A Bonds to make the insertions and deletions necessary to conform the Series A Bonds to this Resolution and the Bond Purchase Agreement.

Only those Series A Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Series A Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Series A Bonds. Any Series A Bond may, in accordance with its terms, be transferred upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized representative, upon surrender of such Series A Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent. The District may charge a reasonable sum for each new Series A Bond issued upon any transfer.

Whenever any Series A Bond is surrendered for transfer, the District will execute and the Paying Agent will authenticate and deliver new Series A Bonds for like aggregate principal amount. No transfer of Series A Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series A Bonds for redemption or (b) with respect to a Series A Bond which has been selected for redemption.

Section 2.07. Exchange of Series A Bonds. The Series A Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Series A Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Series A Bond issued upon any exchange (except in the case of any exchange of temporary Series A Bonds for definitive Series A Bonds). No exchange of Series A Bonds is required to be made (a) 15 days prior to the date

established by the Paying Agent for selection of Series A Bonds for redemption or (b) with respect to a Series A Bond after it has been selected for redemption.

Section 2.08. Registration Books. The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Series A Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer the ownership of the Series A Bonds on the Registration Books.

Section 2.09. Book-Entry System. Except as provided below, DTC shall be the Owner of all of the Series A Bonds, and the Series A Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series A Bonds shall be initially executed and delivered in the form of a single fully registered Bond for each maturity date of the Series A Bonds in the full aggregate principal amount of the Series A Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series A Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series A Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Series A Bonds. The District shall cause to be paid all principal and interest with respect to the Series A Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series A Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series A Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series A Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Series A Bonds. In such event, the District shall issue, transfer and exchange Series A Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series A Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series A Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Bonds evidencing the Series A Bonds to any Depository System Participant having Series A Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series A Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series A Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series A Bond and all notices with respect to such Series A Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series A Bonds. The County, the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Series A Bonds, and neither the County, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners of the Series A Bonds or to any other party, including the DTC or its successor.

ARTICLE III

SALE OF SERIES A BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Series A Bonds; Approval of Sale Documents.

(a) Negotiated Sale of the Series A Bonds. The Board hereby authorizes the sale of the Series A Bonds on a negotiated basis to an underwriting firm, bank or other financial institution which is designated by the Superintendent upon the advice of the Municipal Advisor. The Series A Bonds shall be sold to the Underwriter pursuant to the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board, with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement; provided that (a) the Underwriter's discount shall not exceed 0.50% of the aggregate principal amount of the Series A Bonds, and (b) the true interest cost of the Series A Bonds shall not exceed 8.00% per annum. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53508.7 of the Bond Law and Section 15146 of the Education Code, the Board has determined to authorize the sale of the Series A Bonds at a negotiated sale in order to (i) provide more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market; (ii) permit the District to negotiate alternative financing structures with the Underwriter on an interactive basis; and (iii) result in an expedited schedule for closing the financing.

(b) Official Statement. The Board hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series A Bonds in the form on file with the Clerk of the Board. A District Representative is hereby individually authorized, at the request of the Underwriter, to execute an appropriate certificate affirming the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. A District Representative is hereby individually authorized and directed to approve any changes in or additions to a Final Official Statement, and the execution thereof by such District Representative shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the Final

Official Statement by the Underwriter. A District Representative shall execute the Final Official Statement in the name and on behalf of the District.

(c) Provisions of Bond Purchase Agreement to Control. Notwithstanding anything herein to the contrary, any of the terms of the Series A Bonds may be established or modified under the Bond Purchase Agreement. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Series A Bonds, the provisions of the Bond Purchase Agreement shall be controlling.

(d) Presentation of Actual Cost Information at Board Meeting. As required by Government Code Section 53509.5, after the sale of the Series A Bonds the Board shall present actual cost information for the sale at its next scheduled public meeting, and an itemized summary of the costs of the Series A Bonds shall be submitted to the California Debt and Investment Advisory Commission.

Section 3.02. Application of Proceeds of Sale of Series A Bonds. The proceeds of the Series A Bonds shall be applied on the Closing Date as follows:

(a) The Underwriter shall transfer an amount equal to the net premium (if any) received by the District on the sale of the Series A Bonds to the County Treasurer for deposit in the Debt Service Fund.

(b) The Underwriter shall transfer to U.S. Bank Trust Company, National Association, as custodian under the agreement referenced in Section 3.04, an amount set forth in a Written Request of the District to be applied to the payment of the Costs of Issuance.

(c) The Underwriter shall transfer to the Escrow Agent an amount set forth in a Written Request of the District to be applied to the prepayment of the 2010 COPs in accordance with the Escrow Agreement, which shall be deemed an initial charge to the Building Fund.

(d) The Underwriter shall transfer the remainder of such proceeds to the County Treasurer for deposit in the Building Fund.

Section 3.03. Building Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "2016 Election, Series A Building Fund", which the County shall maintain as a separate account, distinct from all other funds of the County and the District. The proceeds received by the County from the sale of the Series A Bonds shall be deposited in the Building Fund to the extent required by Section 3.02(c), to be expended by the District in accordance with Measure I, including for payment of Costs of Issuance to the extent not paid from the account established for that purpose under Section 3.04. The District hereby represents and warrants that the proceeds of the Series A Bonds will be expended solely for the purpose of financing the projects and facilities specified in Measure I. All interest and other gain arising from the investment of amounts deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. At the written request of the District filed with the County Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the

purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund to be applied to pay the principal of and interest on the Series A Bonds.

Section 3.04. Costs of Issuance Custodian Agreement. In order to provide for the payment of the Costs of Issuance, the Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement relating to the Series A Bonds with U.S. Bank Trust Company, National Association in the form on file with the Secretary of the Board. The Board hereby authorizes a District Representative to approve the final form of said Costs of Issuance Custodian Agreement and to execute and deliver said agreement in the name and on behalf of the District. Pursuant to Section 3.02(b), a portion of the proceeds of sale of the Series A Bonds shall be deposited with said custodian and shall be applied thereunder to the payment of Costs of Issuance in accordance with written requisitions to be submitted by a District Representative in accordance with said agreement.

Section 3.05. Prepayment of 2010 COPs; Approval of Escrow Agreement. The Board hereby approves the prepayment of the 2010 COPs with a portion of the proceeds of the Series A Bonds pursuant to the Escrow Agreement, in substantially the form on file with the Clerk of the Board together with any changes therein or additions thereto approved by a District Representative, whose execution thereof shall be conclusive evidence of approval to any such changes or additions. The Escrow Agreement shall be executed in the name and on behalf of the District by a District Representative, each of whom is hereby separately authorized and directed to execute and deliver the final form of the Escrow Agreement on behalf of the District.

The Board hereby finds and determines that the projects constructed with the proceeds of the 2010 COPs constitute projects that were originally authorized pursuant to Measure G as thereafter reauthorized pursuant to Measure I, and that the 2010 COPs are authorized to be refinanced and prepaid pursuant to the terms of Measure I.

Section 3.06. Professional Services. The firm of Dale Scott & Co. Inc., has previously been engaged to serve the District as Municipal Advisor, and the firm of Jones Hall, A Professional Law Corporation, has previously been engaged by the District to serve as bond counsel and disclosure counsel, in connection with the issuance and sale of Measure I Bonds, including the Series A Bonds. The estimated costs of issuance associated with the issuance of the Series A Bonds are set forth in Appendix B.

Section 3.07. Approval of Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series A Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE SERIES A BONDS; PAYMENT OF DEBT SERVICE

Section 4.01. Security for the Series A Bonds. The Series A Bonds are general obligations of the District, and the Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Series A Bonds and the interest thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series A Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series A Bonds when due, including the principal of any Term Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund.

The principal of and interest on Series A Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Series A Bonds. In no event are the principal of and interest on the Series A Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series A Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

Section 4.02. Establishment of Debt Service Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "2016 Election, Series A Bond Debt Service Fund", which the County shall maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest on the Series A Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

In addition, the County Treasurer shall deposit into the Debt Service Fund the amount of premium (if any) received by the District on the sale of the Series A Bonds as provided in Section 3.02(a). The amount of such premium which is deposited in the Debt Service Fund shall be applied to pay interest coming due and payable on the Series A Bonds on the next succeeding Interest Payment Date.

Any moneys remaining in the Debt Service Fund after the Series A Bonds and the interest thereon have been paid, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District for deposit in the District's general fund in accordance with Section 15234 of the Education Code.

Section 4.03. Disbursements From Debt Service Fund. The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Series A Bonds

when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Series A Bonds. DTC will thereupon make payments of principal and interest on the Series A Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Series A Bonds. As provided in Section 15323 of the Education Code, amounts in the Debt Service Fund for the Series A Bonds shall also be applied to pay the expense of paying such Series A Bonds elsewhere than at the office of the County Treasurer.

Section 4.04. Pledge of Taxes. The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Series A Bonds, and all amounts on deposit in the Debt Service Fund, to the payment of the principal and interest on the Series A Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Series A Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Series A Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Series A Bonds to provide security for the Series A Bonds in addition to any statutory lien that may exist.

Section 4.05. Investments. All moneys held in any of the funds or accounts established with the County Treasurer hereunder shall be invested in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series A Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The Board will direct the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series A Bonds, in conformity with the terms of the Series A Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Section 5.02. Books and Accounts; Financial Statements. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series A Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series A Bonds then Outstanding, or their representatives authorized in writing.

Section 5.03. Protection of Security and Rights of Series A Bond Owners. The District will preserve and protect the security of the Series A Bonds and the rights of the Series A Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series A Bonds by the District, the Series A Bonds shall be incontestable by the District.

Section 5.04. Tax Covenants. It is intended that interest on the Series A Bonds shall be issued as federally tax-exempt obligations under the Tax Code. However, a portion of the Series A Bonds may be issued on a federally taxable basis in the event and to the extent required under the Tax Code in the opinion of Bond Counsel. The following provisions of this Section shall apply to those Series A Bonds which are issued on a federally tax-exempt basis.

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series A Bonds are not so used as to cause the Series A Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Series A Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Series A Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series A Bonds from the gross income of the Owners of the Series A Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Series A Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Series A Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series A Bonds, records of the determinations made under this subsection. In order to provide for the administration of this subsection, the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District deems appropriate.

Section 5.05. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not constitute a default by the District hereunder or under the Series A Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series A Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 5.06. CDIAC Annual Reporting. The District hereby covenants and agrees that it will comply with the provisions of Section 8855(k) of the California Government Code with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Series A Bonds.

Section 5.07. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series A Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. U.S. Bank Trust Company, National Association, is hereby appointed to act as Paying Agent for the Series A Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series A Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series A Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of Paying Agent Agreement on behalf of the District.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Series A Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Bonds. The Paying Agent may become the owner of any of the Series A Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements in this Resolution and in the Series A Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series A Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Paying Agent. The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF SERIES A BOND OWNERS

Section 7.01. Remedies of Series A Bond Owners. Any Series A Bond Owner has the right, for the equal benefit and protection of all Series A Bond Owners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series A Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series A Bond Owners' rights; or

(c) upon the happening and continuation of any default by the District hereunder or under the Series A Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.02. Remedies Not Exclusive. No remedy herein conferred upon the Owners of the Series A Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series A Bond Owners.

Section 7.02. Non-Waiver. Nothing in this Article or in any other provision of this Resolution or in the Series A Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series A Bonds to the respective Owners of the Series A Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series A Bonds.

A waiver of any default by any Series A Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series A Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Series A Bond Owners by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series A Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series A Bond Owners, the District and the Series A Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

Section 8.01. Amendments Effective Without Consent of the Owners. The Board may amend this Resolution from time to time, without the consent of the Owners of the Series A Bonds, for any one or more of the following purposes:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(c) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series A Bond Owners in the opinion of Bond Counsel filed with the District; or

(d) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series A Bonds.

Section 8.02. Amendments Effective With Consent of the Owners. The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Series A Bonds which are Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners of all Outstanding Series A Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Series A Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Series A Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of moneys pledged for the repayment of the Series A Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Series A Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Series A Bonds.

Section 9.02. Defeasance of Series A Bonds.

(a) Discharge of Resolution. The Series A Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on such Series A Bonds, as and when the same become due and payable;

(ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay such Series A Bonds; or

(iii) by delivering such Series A Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series A Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series A Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series A Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series A Bonds. Upon the deposit, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series A Bond (whether upon or prior to its maturity or the redemption date of such Series A Bond), provided that, if such Series A Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Series A Bond

shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series A Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment.

The District may at any time surrender to the Paying Agent for cancellation by it any Series A Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series A Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay any Series A Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Series A Bonds and all unpaid interest thereon to maturity, except that, in the case of Series A Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series A Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series A Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series A Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Series A Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent for the payment of the principal or redemption price of, or interest on, any Series A Bonds and remaining unclaimed for two years after the principal of all of the Series A Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series A Bonds became due and payable, shall, upon request of the District, be repaid to the District and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series A Bonds which have not been paid at the addresses shown on the Registration Books a

notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series A Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Series A Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by the Series A Bond Owners may be in one or more instruments of similar tenor, and shall be executed by the Series A Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series A Bond Owner or their attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series A Bond shall bind all future Owners of such Series A Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series A Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duly provided by law.

Section 9.05. Non-Liability of County; Indemnification. Notwithstanding anything stated to the contrary in this Resolution, the Series A Bonds are not a debt of the County, including its Board, officers, officials, agents and employees, and the County, including its Board, officers, officials, agents and employees, has no obligation to repay the Series A Bonds. Neither the County, nor its Board of Supervisors, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in the Education Code. The Series A Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code. The County has no responsibility and assumes no liability whatsoever arising from the expenditure of the proceeds of the Series A Bonds by the District.

The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series A Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

Section 9.06. Destruction of Canceled Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Series A Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series A Bonds therein referred to.

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series A Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Series A Bond Owners.

Section 9.08. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * * *

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District on May 12, 2022, by the following vote:

Ayes:

Noes:

Absent:

_____
President of the Board

Attest:

_____
Clerk of the Board

APPENDIX A

FORM OF SERIES A BOND*

REGISTERED BOND NO. _____ **$_____**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

(Santa Clara County, California)

GENERAL OBLIGATION BOND
2016 ELECTION, SERIES A

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT (the "District"), located in Santa Clara County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____, 20__ (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before _____, 20__, in which event it will bear interest from the Dated Date set forth above.

The principal of and interest on this Bond are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially U.S. Bank Trust Company, National Association. The principal hereof is payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon

* *Note: all blanks herein will be filled in to reflect information which becomes available after the sale of the Series A Bonds. Such information is intended to be blank in this Appendix A.*

is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least $1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request.

This Bond is one of a series of $_____ of Bonds issued for the purpose of raising money for the acquisition, construction and rehabilitation of school facilities and for the purpose of prepaying outstanding obligations of the District, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and under the laws of the State of California, and the requisite 55% vote of the electors of the District cast at a special bond election held on June 7, 2016, upon the question of issuing Bonds in the amount of $139,999,671.60, and under a resolution of the Board of Trustees of the District adopted on May 12, 2022 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of $5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__, and on any Interest Payment Date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

[*if applicable*: The Bonds maturing on August 1 in each of the years ____ and _____ are Term Bonds which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph will be reduced on a pro rata basis in integral multiples of $5,000, as designated under written notice filed by the District with the Paying Agent.

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount To be Redeemed

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there becomes due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required to transfer any Bond (a) during the period established by the Paying Agent for selection of Series A Bonds for redemption or (b) with respect to a Series A Bond which has been selected for redemption.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been

met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Fiscal Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

IN WITNESS WHEREOF, the Alum Rock Union Elementary School District has caused this Bond to be executed by the facsimile signature of the President of its Board of Trustees, and attested by the facsimile signature of the Secretary of its Board of Trustees, all as of the date stated above.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By_____
President
Board of Trustees

Attest:

_____
Secretary
Board of Trustees

FORM OF CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Paying Agent

By _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____
_____
_____
(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____ _____ attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Series A Bonds (Estimated): 3.56%

2. Finance charge of the Series A Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately $337,500. Such amount consists of costs of issuing the Series A Bonds in the amount of approximately $215,000, plus estimated Underwriter' compensation in the amount of $122,500.

3. Proceeds of the Series A Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Series A Bonds (Estimated): $34,785,000.

4. Total Payment Amount for the Series A Bonds, being the sum of all debt service to be paid on the Series A Bonds to final maturity (Estimated): $54,833,108

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding tax-exempt interest rates available in the bond market at the time of pricing the Series A Bonds.*

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

6.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 3, 2022

Subject: Resolution No. 51-21/22:
"RESOLUTION REQUESTING BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA TO ESTABLISH TAX RATE FOR BONDS OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT EXPECTED TO BE SOLD DURING FISCAL YEAR 2022-2023, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH".

Staff Analysis:
The process for establishing property tax rates by the County commence in July of each year. If a school district plans to issue bonds in the second half of the year, California law permits the District to request that an expected tax rate be placed on the tax rolls to provide for debt service payments coming due in the 2022-23 fiscal year. This Resolution form has been provided by the County and is required to place the tax levy on the rolls supporting the Series A Bonds to be issued.

Recommendation:
Approve Resolution No. 51-21/22 Requesting Board of Supervisors of Santa Clara County to Establish Tax Rate for Bonds Expected to be Sold in Fiscal Year 2022-23.

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

To the Board of Trustees: Meeting: May 12, 2022
Regular Board Meeting

RECOMMEND APPROVAL

6.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

RESOLUTION NO. 51-21/22

RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT REQUESTING THE BOARD OF SUPERVISORS OF SANTA CLARA COUNTY TO ESTABLISH A TAX RATE FOR BONDS OF THE DISTRICT EXPECTED TO BE SOLD DURING FISCAL YEAR 2022-2023, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH

WHEREAS, this Board of Trustees (the "Board") of the Alum Rock Union Elementary School District (the "District"), located in Santa Clara County (the "County"), California, has adopted its resolution authorizing the issuance and sale of 2016 Election, Series A General Obligation Bonds of the District in the principal amount of not to exceed $40 million (the "2016 Series A Bonds"), for purposes authorized by the voters of the District at a bond election held on June 7, 2016; and

WHEREAS, the Board of Supervisors of the County is required to take action approving a tax rate for payment of indebtedness of the District during Fiscal Year 2022-23, and it is the responsibility of the Controller-Treasurer of the County to calculate the several tax rates for the Board of Supervisors' action thereon; and

WHEREAS, this Board has determined that it may not be possible or advisable to sell the 2016 Series A Bonds in time to permit the Controller-Treasurer or other appropriate County official of the County to calculate the tax rates necessary to pay debt service on the 2016 Series A Bonds in order that such tax rates may be reflected on 2022-2023 property tax bills of taxpayers in the District; and

WHEREAS, the Education Code of the State of California provides that the Board of Supervisors of each county shall annually, at the time of making the levy of taxes for county purposes, estimate the amount of money required to meet the payment of the principal and interest on the bonds authorized by the electors of the District and not sold, and which the Board of Trustees of the District informs the Board of Supervisors in their belief will be sold before the next tax levy, and further provides that said Board of Supervisors shall levy a tax sufficient to pay the principal and interest so estimated; and

WHEREAS, this Board deems it necessary and desirable to issue the 2016 Series A Bonds during Fiscal Year 2022-23 as authorized by the Education Code, and that the County levy a tax for payment on debt service estimated to come due on the 2016 Series A Bonds during Fiscal Year 2022-23, and believes that the 2016 Series A Bonds will be sold during said Fiscal Year;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the above recitals are correct and the Board so finds and determines.

Section 2. Estimate of Tax Levy. The Superintendent or the Assistant Superintendent, Business Services of the District or such other officer of the District as either authorized officer may designate (each, an "Authorized District Representative"), are hereby authorized and directed to prepare an estimate of all payments of principal and interest which shall become due on the 2016 Series A Bonds which are expected to be sold prior to the making of the tax levy for Fiscal Year 2022-23, and to cause the debt service schedule so prepared to be provided to the Board of Supervisors of the County and to the officers of the County responsible for preparing the tax levy for bonds of the District and for levying said tax. The District estimates that the 2016 Series A Bonds will be issued and sold in the principal amount of $40 million, which amount is within the District's authorized but unissued bond allowance, and shall be issued on or about July 6, 2022.

Section 3. Request to County to Levy Tax. The Board of Supervisors of the County is hereby requested, in accordance with Education Code Section 15252-15254, to adopt a tax rate for the 2016 Series A Bonds based upon the estimated debt service schedule prepared by officers of the District, and to levy a tax in Fiscal Year 2022-23 on all taxable property in the District sufficient to pay said estimated debt service on the 2016 Series A Bonds. The proceeds of such tax shall be deposited into the debt service fund of the District established pursuant to the Education Code for bonds of the District.

Section 4: Application of Tax Proceeds. In the event that the 2016 Series A Bonds are not sold during Fiscal Year 2022-23, or sold in such amount and on such terms that the proceeds of the tax requested in Section 3, or any portion thereof, are not required for payment of debt service due on the 2016 Series A Bonds, or payment of other outstanding bonds of the District payable from the debt service fund of the District, this Board hereby requests that the Controller-Treasurer, or other appropriate official of the County cause the remaining proceeds of the tax to be held in the debt service fund and applied to debt service on outstanding bonds of the District coming due in Fiscal Year 2023-24.

Section 5. Filing of Resolution. The Secretary of this Board is hereby authorized and directed to file forthwith a certified copy of this Resolution with the Clerk of the Board of Supervisors of the County, and to cause copies of this Resolution to be delivered to the Controller-Treasurer and the Tax Collector of the County.

Section 6. Further Authorization. The President of this Board, the Secretary of this Board, or any Authorized District Representative, shall be and they are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the sale of the bonds of the District, which any of them necessary and desirable to accomplish the purpose hereof.

Section 7. Effective Date. This resolution shall take effect from and after its adoption.

* * * * * *

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District on May 12, 2022, by the following vote:

Ayes:

Noes:

Absent:

_____
President of the Board

Attest:

_____
Clerk of the Board

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 6.03
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 3, 2022

Subject: Resolution No. 52-21/22:
RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF 2022 REFUNDING GENERAL OBLIGATION BONDS (FEDERALLY TAXABLE) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $40,000,000 FOR THE PURPOSE OF REFINANCING OUTSTANDING GENERAL OBLIGATION BONDS, 2012 ELECTION, SERIES A OF THE DISTRICT, AND APPROVING DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO.

Staff Analysis:
The District has the opportunity to refinance its outstanding 2012 Election, Series A General Obligation Bonds, and capturing lower interest rates that are available in the bond markets. This Resolution authorizes the issuance of up to $40 million in refunding bonds pursuant to the Government Code, provided that savings can be achieved and that the final term of the prior bonds is not extended. As required by federal tax laws, when bonds are refunded on an advance basis, they will be issued as federally taxable bonds, to ensure compliance with all applicable tax laws. The Bonds will be issued in the form of current interest bonds only (no capital appreciation bonds), and all in accordance with requirements of law and the District's debt management policy.

This Resolution authorizes the bonds to be underwritten through a negotiated underwriting with an investment banking firm which will purchase all of the bonds and have the responsibility for placing them with investors. The Bonds will be marketed to potential purchasers through a disclosure document called the Preliminary Official Statement (POS). Securities laws standards require that the POS contain all material information for investors to make an informed investment decision, and not include material errors or omissions. This document is scheduled for release on approximately June 15, 2022, and it will continue to be edited and refined prior to release until it meets all applicable legal standards. Comments or questions can be submitted to staff for review and consideration. Other bond-related documentation which is available in draft form until the bonds have been sold are also attached.

Attachments: Bond Purchase Agreement; Preliminary Official Statement; Escrow Agreement.

Recommendation:
Approve Resolution No. 52-21/22 authorizing the Issuance and Sale of 2022 Refunding General Obligation Bonds in a Not to Exceed Amount of $40 Million.

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

To the Board of Trustees:

Meeting: May 12, 2022
Regular Board Meeting

RECOMMEND APPROVAL

6.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

RESOLUTION NO. 52-21/22

RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF 2022 REFUNDING GENERAL OBLIGATION BONDS (FEDERALLY TAXABLE) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $40,000,000 FOR THE PURPOSE OF REFINANCING OUTSTANDING GENERAL OBLIGATION BONDS, 2012 ELECTION, SERIES A OF THE DISTRICT, AND APPROVING DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO

WHEREAS, an election was duly and regularly held in the Alum Rock Union Elementary School District (the "District") on November 6, 2012, in accordance with Section 1(b)(3) of Article XIIIA of the California Constitution, for the purpose of submitting Measure J ("Measure J") to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of $125,000,000 (the "Measure J Bonds"), and more than 55% of the votes cast were in favor of the issuance of the Measure J Bonds; and

WHEREAS, the Board of Supervisors of Santa Clara County (the "County"), in the name and on behalf of the District, has previously issued a series of Measure J Bonds, designated the Alum Rock Union Elementary School District (Santa Clara County, California) General Obligation Bonds 2012 Election, Series A, which were issued on July 31, 2013, in the aggregate original principal amount of $32,400,000 (the "2012 Series A Bonds"); and

WHEREAS, the 2012 Series A Bonds are subject to redemption in full on August 1, 2023, at the option of the District, at a redemption price equal to 100% of the principal amount to be redeemed together with accrued interest thereon to the redemption date, without premium; and

WHEREAS, the District is authorized under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Sections 53550 and 53580 of said Code (the "Refunding Bond Law"), to issue its Refunding General Obligation Bonds for the purpose of refunding any outstanding issue of General Obligation Bonds in order to realize debt service savings to the District and its taxpayers; and

WHEREAS, the Board of Trustees of the District (the "Board") wishes at this time to authorize the issuance and sale of Alum Rock Union Elementary School District (Santa Clara County, California) 2022 Refunding General Obligation Bonds (Federally Taxable) in the aggregate principal amount of not to exceed $40,000,000 (the "Refunding Bonds"), under the provisions of the Refunding Bond Law for the purpose of refinancing all or a portion of the outstanding 2012 Series A Bonds and thereby realizing debt service savings to the District and its taxpayers; and

WHEREAS, as required by Government Code Section 5852.1, attached hereto as Appendix B is certain financial information relating to the Refunding Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, the Board has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the delivery of the Refunding Bonds will be in compliance with said policy;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning. Any capitalized terms defined in the recitals of this Resolution and not otherwise defined in this Section shall have the respective meanings given such terms in the recitals.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Purchase Agreement" means the agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Refunding Bonds upon the negotiated sale as provided in Section 3.01(a).

"Closing Date" means the date upon which there is a physical delivery of the Refunding Bonds in exchange for the amount representing the purchase price of the Refunding Bonds by the Underwriter.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District in connection with the authorization, issuance, sale and delivery of the Refunding Bonds and the refunding of the Refunded 2012 Series A Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent, the Escrow Agent and their respective counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, insurance premiums, fees and charges for preparation, execution and safekeeping of the Refunding Bonds and any other cost, charge or fee in connection with the original issuance of the Refunding Bonds and the refunding of the Refunded 2012 Series A Bonds.

"County" means the County of Santa Clara, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County Treasurer" means the Santa Clara County Treasurer, or any authorized deputy thereof.

"Debt Service Fund" means the fund established and held by the County under Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"District" means the Alum Rock Union Elementary School District, an elementary school district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the President of the Board, the Superintendent, the Assistant Superintendent of Business Services or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Refunding Bonds.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Education Code" means the Education Code of the State of California as in effect on the date of adoption hereof and as amended hereafter.

"Escrow Agent" means U.S. Bank Trust Company, National Association, its successors and assigns, as escrow agent under the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement between the District and the Escrow Agent, relating to the refunding and discharge of the Refunded 2012 Series A Bonds.

"Federal Securities" means: (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; and (d) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi)

project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vi) obligations of the Federal Home Loan Bank (FHLB).

"Interest Payment Date" means each February 1 and August 1 on which interest on the Refunding Bonds is due and payable, as such dates are identified in the Bond Purchase Agreement.

"Municipal Advisor" means the firm of Dale Scott & Company, Inc., as municipal advisor to the District in connection with the issuance and sale of the Refunding Bonds.

"Office" means the office or offices of the Paying Agent for the payment of the Refunding Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

"Outstanding", when used as of any particular time with reference to Refunding Bonds, means all Refunding Bonds except (a) Refunding Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation, (b) Refunding Bonds paid or deemed to have been paid within the meaning of Section 9.02, and (c) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used herein with respect to a Refunding Bond, means the person in whose name the ownership of such Refunding Bond is registered on the Registration Books.

"Paying Agent" means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Refunding Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

"Record Date" means the 15th calendar day of the month preceding an Interest Payment Date, whether or not such day is a business day.

"Refunded 2012 Series A Bonds" means those maturities of the 2012 Series A Bonds which are refunded from the proceeds of the Refunding Bonds, as such maturities are identified in the Escrow Agreement.

"Refunding Bond Law" means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Sections 53550 and 53580 of said Code, as amended from time to time.

"Refunding Bonds" means the Alum Rock Union Elementary School District (Santa Clara County, California) 2022 Refunding General Obligation Bonds (Federally Taxable), authorized and at any time Outstanding under this Resolution.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and transfer of the Refunding Bonds under Section 2.08.

"Resolution" means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

"2012 Series A Bonds" means the Alum Rock Union Elementary School District (Santa Clara County, California) 2012 General Obligation Refunding Bonds which were issued by the County, in the name and on behalf of the District, on July 10, 2012, in the aggregate original principal amount of $36,735,000.

"Underwriter" means the underwriting firm, investment banking firm or other financial institution which is designated as the original purchaser of the Refunding Bonds upon the negotiated sale thereof pursuant to Section 3.01(a).

"Written Request of the District" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District pursuant to a written certificate of a District Representative.

Section 1.02. Rules of Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

(d) Whenever the term "may" is used herein with respect to an action by one of the parties hereto, such action shall be discretionary and the party who "may" take such action shall be under no obligation to do so.

Section 1.03. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Refunding Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Refunding Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Refunding Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE REFUNDING BONDS

Section 2.01. Authorization. The Board hereby determines that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the provisions of the Refunding Bond Law without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District. To that end, the Board hereby authorizes the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed $40,000,000, subject to the terms of the Refunding Bond Law and this Resolution, for the purpose of providing funds to refund the outstanding Refunded 2012 Series A Bonds.

This Resolution constitutes a continuing agreement between the District and the Owners of all of the Refunding Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest on all Refunding Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Refunding Bonds shall be designated the "Alum Rock Union Elementary School District (Santa Clara County, California) 2022 Refunding General Obligation Bonds". Additional designations to appropriately identify the Refunding Bonds may be set forth in the Bond Purchase Agreement.

As provided in Section 53552 of the Refunding Bond Law, the Refunding Bonds shall not be issued unless the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds is less than the total net interest cost to maturity on the Refunded 2012 Series A Bonds plus the principal amount of the Refunded 2012 Series A Bonds. Before issuing the Refunding Bonds, the District shall receive confirmation from the Municipal Advisor that the requirements of Section 53552 of the Refunding Bond Law have been satisfied.

Section 2.02. Terms of Refunding Bonds.

(a) Terms of Refunding Bonds. The Refunding Bonds will be issued as fully registered bonds, without coupons, in the form of current interest bonds in the denomination of $5,000 each or any integral multiple thereof. The Refunding Bonds will be lettered and numbered as the Paying Agent may prescribe, and will be dated as of the Closing Date.

Interest on the Refunding Bonds shall be payable semiannually on each Interest Payment Date. Each Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date, or (ii) it is authenticated prior to the first Record Date, in which event it shall bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Refunding Bond is in default at the time of authentication thereof, such Refunding Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Refunding Bonds will mature on August 1 in the years and in the amounts, and will bear interest at the rates, as determined upon the sale thereof as provided in the Bond Purchase Agreement. The limits relating to the maximum maturity and interest rates prescribed by the Refunding Bond Law and this Board shall be set forth in the Bond Purchase Agreement. Interest on the Refunding Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be printed on the Refunding Bonds, but such numbers do not constitute a part of the contract evidenced by the Refunding Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Refunding Bonds. Any failure by the District to use CUSIP numbers in any notice to Owners of the Refunding Bonds will not constitute an event of default or any violation of the District's contract with the Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Refunding Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent to the Owner thereof (which will be DTC so long as the Refunding Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least $1,000,000 aggregate principal amount of the Refunding Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on any Refunding Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and premium (if any) on the Refunding Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this subsection are subject in all respects to the provisions of Section 2.09 relating to Refunding Bonds which are held in the book-entry system of DTC.

Section 2.03. Redemption.

(a) Optional Redemption Dates and Prices. If and as specified in the Bond Purchase Agreement, the Refunding Bonds may be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the redemption prices which are set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If and as specified in the Bond Purchase Agreement, any maturity of Refunding Bonds will be designated as "Term Bonds" which are subject to mandatory sinking fund redemption on August 1 in each of the years set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of such Term Bonds to be redeemed in each year under this subsection will be reduced on a in integral multiples of $5,000, as designated in written a Written Request of the District filed with the Paying Agent.

(c) Selection of Refunding Bonds for Redemption. Whenever less than all of the Outstanding Refunding Bonds of any one maturity shall be designated for redemption, the Paying Agent shall select the Outstanding Refunding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Refunding Bond will be deemed to consist of individual bonds of $5,000 denominations each of which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be given at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books. The giving of such notice shall not be a condition precedent to such redemption and the failure to receive any such notice will not affect the validity of the proceedings for the redemption of such Refunding Bonds. In addition, the Paying Agent shall give notice of redemption to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to giving such notice to the Refunding Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Refunding Bonds are to be called for redemption, shall designate the serial numbers of the Refunding Bonds to be redeemed by giving the individual number of each Refunding Bond or by stating that all Refunding Bonds between two stated numbers, both inclusive, or by stating that all of the Refunding Bonds of one or more maturities have been called for redemption, and shall require that such Refunding Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Refunding Bonds will not accrue from and after the redemption date. Any notice of optional redemption of the Refunding Bonds may state that it is conditional, in which case it shall make reference to the right of the District to rescind the notice as set forth in subsection (e) of this Section.

Upon surrender of Refunding Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Refunding Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Refunding Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Refunding Bonds so called for redemption have been duly provided, the Refunding Bonds called for redemption will cease to be entitled to any benefit under this Resolution, other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Refunding Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Refunding Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the dated fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Refunding Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Refunding Bond Owners or any other party related to or arising from such

rescission of redemption. The Paying Agent shall give notice of such rescission of redemption to the respective Owners of the Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books, and also to the Securities Depositories and the Municipal Securities Rulemaking Board.

Section 2.04. Form of Refunding Bonds. The Refunding Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Appendix A attached hereto.

Section 2.05. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary or Clerk of the Board. The Refunding Bonds shall be in substantially the form attached hereto as Appendix A and incorporated herein by this reference, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution and the Bond Purchase Agreement.

Only those Refunding Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Refunding Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Refunding Bonds. Any Refunding Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Refunding Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Refunding Bond issued upon any transfer.

Whenever any Refunding Bond is surrendered for transfer, the District shall execute and the Paying Agent will authenticate and deliver new Refunding Bonds for like aggregate principal amount. No transfer of Refunding Bonds is required to be made (a) during the period established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

Section 2.07. Exchange of Refunding Bonds. The Refunding Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Refunding Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Refunding Bond issued upon any exchange (except in the case of any exchange of temporary Refunding Bonds for definitive Refunding Bonds). No exchange of Refunding Bonds is required to be made (a) during the period established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

Whenever any Refunding Bond is surrendered for exchange, the District shall execute and the Paying Agent will authenticate and deliver new Refunding Bonds for like aggregate principal amount. No exchange of Refunding Bonds is required to be made (a) during the period established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

Section 2.08. Registration Books. The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Refunding Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer the ownership of the Refunding Bonds on the Registration Books.

Section 2.09. Book-Entry System. Except as provided below, DTC shall be the Owner of all of the Refunding Bonds, and the Refunding Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Refunding Bonds shall be initially executed and delivered in the form of a single fully registered Refunding Bond for each maturity date of the Refunding Bonds in the full aggregate principal amount of the Refunding Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Refunding Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Refunding Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Refunding Bonds. The District shall cause to be paid all principal and interest with respect to the Refunding Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Refunding Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Refunding Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Refunding Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Refunding Bonds. In such event, the District shall issue, transfer and exchange Refunding Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Refunding Bonds as described in this Resolution. Whenever DTC requests the District to

do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Refunding Bonds evidencing the Refunding Bonds to any Depository System Participant having Refunding Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Refunding Bond and all notices with respect to such Refunding Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Refunding Bonds.

ARTICLE III

SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Refunding Bonds; Approval of Sale Documents.

(a) Negotiated Sale of Refunding Bonds. Pursuant to Section 53583 of the Bond Law, Board hereby authorizes the sale of the Refunding Bonds on a negotiated basis to an underwriting firm, bank or other financial institution which is designated by the Superintendent upon the advice of the Municipal Advisor. The Refunding Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board, with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Underwriter's discount shall not exceed 0.50% of the par amount of the Refunding Bonds, and the Refunding Bonds shall be sold at interest rates which ensure that the debt service savings requirement set forth in Section 53552 of the Bond Law are met. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53555 of the Refunding Bond Law, the Board has determined to authorize the sale of the Refunding Bonds at a negotiated sale because (i) a negotiated sale provides more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market, (ii) the Underwriter that is selected under this Section will be required to be familiar with the financial and operating conditions of the District and the overall requirements of its financing plan, and (iii) a negotiated sale permits the Refunding Bonds to be sold an expedited time schedule.

(b) Official Statement. The Board hereby approves, and hereby deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Refunding Bonds, in substantially the form on file with the Clerk of the Board. A District Representative is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District

Representative shall be conclusive evidence of the approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. A District Representative shall execute the final Official Statement in the name and on behalf of the District.

(c) Provisions of Bond Purchase Agreement to Control. The terms and conditions of the offering and the sale of the Refunding Bonds shall be as specified in the Bond Purchase Agreement. In the event of any inconsistency or conflict between the provisions of this Resolution and the Bond Purchase Agreement, the provisions of the Bond Purchase Agreement shall be controlling.

Section 3.02. Application of Proceeds of Sale of Refunding Bonds. The proceeds of sale of the Refunding Bonds shall be paid by the Underwriter on the Closing Date in accordance with a Written Request of the District, as follows:

(a) The Underwriter shall transfer the amount of a portion of such proceeds to U.S. Bank Trust Company, National Association, as custodian under the agreement referred to in Section 3.04, to be applied to pay Costs of Issuance.

(b) The Underwriter shall transfer the remainder of such proceeds to the Escrow Agent to be held, invested and applied to refund the Refunded 2012 Series A Bonds in accordance with the Escrow Agreement.

Section 3.03. Approval of Escrow Agreement. The Board hereby approves the refunding of the Refunded 2012 Series A Bonds pursuant to the Escrow Agreement, in substantially the form on file with the Clerk of the Board together with any changes therein or additions thereto approved by a District Representative, whose execution thereof shall be conclusive evidence of approval to any such changes or additions. The Escrow Agreement shall be executed in the name and on behalf of the District by a District Representative, each of whom is hereby separately authorized and directed to execute and deliver the final form of the Escrow Agreement on behalf of the District.

Section 3.04. Costs of Issuance Custodian Agreement. In order to provide for the payment of the Costs of Issuance, the Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement relating to the Refunding Bonds with U.S. Bank Trust Company, National Association in the form on file with the Clerk of the Board. The Board hereby authorizes a District Representative to approve the final form of said Costs of Issuance Custodian Agreement and to execute and deliver said agreement in the name and on behalf of the District. Pursuant to Section 3.02(a), a portion of the proceeds of sale of the Refunding Bonds shall be deposited with said custodian and shall be applied thereunder to the payment of Costs of Issuance in accordance with written requisitions to be submitted by a District Representative in accordance with said agreement.

Section 3.05. Professional Services. The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District's bond counsel and disclosure counsel, and the firm of Dale Scott & Company Inc. has previously been engaged to act as the Municipal Advisor, in connection with the issuance and sale of general obligation bonds of the District, including the Refunding Bonds. The estimated

costs of issuance associated with the issuance of the Refunding Bonds are set forth in Appendix B.

Section 3.06. Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE REFUNDING BONDS; PAYMENT OF DEBT SERVICE

Section 4.01. Security for the Refunding Bonds. The Refunding Bonds are general obligations of the District, and the Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Refunding Bonds and the interest and redemption premium (if any) thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, including the principal of any Term Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and deposited in the Debt Service Fund.

The principal of and interest on Refunding Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Refunding Bonds. In no event are the principal of and interest on Refunding Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Refunding Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

Section 4.02. Establishment of Debt Service Fund. The District hereby directs the Santa Clara County Office of Education to establish a fund, which shall be held by the County, to be known as the "Alum Rock Union Elementary School District 2022 Refunding General Obligation Bonds Debt Service Fund." The Debt Service Fund shall be maintained as a separate account within the existing bond interest and redemption fund of the District, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest on the Refunding Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, shall be transferred to any other account within the bond interest and redemption fund of the District to be applied to pay debt service on other general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District for deposit in the District's general fund in accordance with Section 15234 of the Education Code.

Section 4.03. Disbursements From Debt Service Fund. The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC. DTC will thereupon make payments of the principal of and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments to the beneficial owners of the Refunding Bonds. As provided in Section 15323 of the Education Code, amounts in the Debt Service Fund for the Refunding Bonds shall also be applied to pay the expense of paying the Refunding Bonds elsewhere than at the office of the County Treasurer.

Section 4.04. Pledge of Taxes. The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Refunding Bonds, and all amounts on deposit in the Debt Service Fund, to the payment of the principal and redemption price of and interest on the Refunding Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Refunding Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Refunding Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Refunding Bonds to provide security for the Refunding Bonds in addition to any statutory lien that may exist.

Section 4.05. Investments. All moneys held in any of the funds or accounts established with the County hereunder shall be invested by the County Treasurer in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The Board hereby directs the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Refunding Bonds, in conformity with the terms of the Refunding Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Section 5.02. Books and Accounts; Financial Statements. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Refunding Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Refunding Bonds then Outstanding, or their representatives authorized in writing.

Section 5.03. Protection of Security and Rights of Refunding Bond Owners. The District will preserve and protect the security of the Refunding Bonds and the rights of the Refunding Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Refunding Bonds by the District, the Refunding Bonds shall be incontestable by the District.

Section 5.04. CDIAC Annual Reporting. The District hereby covenants and agrees that it will comply with the provisions of California Government Code Section 8855(k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting shall not constitute a default by the District hereunder or under the Refunding Bonds.

Section 5.05. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Refunding Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 5.06. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Refunding Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. U.S. Bank Trust Company, National Association, is hereby appointed to act as Paying Agent for the Refunding Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Refunding Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of Paying Agent Agreement on behalf of the District. In the event of any inconsistency or conflict between the provisions of this Resolution and the provisions of such Paying Agent Agreement, the provisions of such Paying Agent Agreement shall be controlling

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Refunding Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Bonds. The Paying Agent may become the owner of any of the Refunding Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Paying Agent. The recitals of facts, covenants and agreements in this Resolution and in the Refunding Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Refunding Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Paying Agent. The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF REFUNDING BOND OWNERS

Section 7.01. Remedies of Refunding Bond Owners. Any Refunding Bond Owner has the right, for the equal benefit and protection of all Refunding Bond Owners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Refunding Bond Owners' rights; or

(c) upon the happening and continuation of any default by the District hereunder or under the Refunding Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.02. Remedies Not Exclusive. No remedy herein conferred upon the Owners of the Refunding Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Refunding Bond Owners.

Section 7.02. Non-Waiver. Nothing in this Article or in any other provision of this Resolution or in the Refunding Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Refunding Bonds to the respective Owners of the Refunding Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Refunding Bonds.

A waiver of any default by any Refunding Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Refunding Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Refunding Bond Owners by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Refunding Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Refunding Bond Owners, the District and the Refunding Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

Section 8.01. Amendments Effective Without Consent of the Owners. The Board may amend this Resolution from time to time, without the consent of the Owners of the Refunding Bonds, for any one or more of the following purposes:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution; or

(c) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Refunding Bond Owners in the opinion of Bond Counsel filed with the District.

Section 8.02. Amendments Effective With Consent of the Owners. The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Refunding Bonds which are Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners of all Outstanding Refunding Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Refunding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Refunding Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of moneys pledged for the repayment of the Refunding Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Refunding Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Refunding Bonds.

Section 9.02. Defeasance of Refunding Bonds.

(a) Discharge of Resolution. The Refunding Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on such Refunding Bonds, as and when the same become due and payable;

(ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay such Refunding Bonds; or

(iii) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Refunding Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Refunding Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Refunding Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Refunding Bonds. Upon the deposit, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Refunding Bond (whether upon or prior to its maturity or the redemption date of such Refunding Bond), provided that, if such Refunding Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Refunding Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Refunding Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Refunding Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Refunding Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay any Refunding Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Refunding Bonds and all unpaid interest thereon to maturity, except that, in the case of Refunding Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Refunding Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Refunding Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Refunding Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent for the payment of the principal or redemption price of, or interest on, any Refunding Bonds and remaining unclaimed for two years after the principal of all of the Refunding Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Refunding Bonds became due and payable, shall, upon request of the District, be repaid to the District and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) give to the Owners of all Refunding Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Refunding Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Refunding Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by the Refunding Bond Owners may be in one or more

instruments of similar tenor, and shall be executed by the Refunding Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Refunding Bond Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Refunding Bond shall bind all future Owners of such Refunding Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Refunding Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duly provided by law.

Section 9.05. Non-Liability of County; Indemnification. Notwithstanding anything stated to the contrary in this Resolution, the Refunding Bonds are not a debt of the County, including its Board of Supervisors, officers, officials, agents and employees, and the County, including its Board of Supervisors, officers, officials, agents and employees, has no obligation to repay the Refunding Bonds. Neither the County, nor its Board of Supervisors, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in the Education Code. The Refunding Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code. The County has no responsibility and assume no liability whatsoever arising from the expenditure of the proceeds of the Refunding Bonds by the District.

The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

Section 9.06. Destruction of Canceled Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Refunding Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Refunding Bonds therein referred to.

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Refunding Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Refunding Bond Owners.

Section 9.08. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * * *

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District on May 12, 2022, by the following vote:

Ayes:

Noes:

Absent:

_____
President of the Board

Attest:

_____
Clerk of the Board

APPENDIX A

FORM OF REFUNDING BOND*

REGISTERED BOND NO. _____ **$_____**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

(Santa Clara County, California)

2022 REFUNDING GENERAL OBLIGATION BOND

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT (the "District"), located in Santa Clara County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____ 1, 20__ (each, an "Interest Payment Date"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before _____ 15, 20__, in which event it will bear interest from the Dated Date set forth above.

The principal hereof and interest hereon are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially U.S. Bank Trust Company, National Association. The principal hereof is payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon is payable on each Interest Payment Date to the Registered Owner at the address appearing on the Bond registration books at the close of business on the 15th day of the

* *Note: all blanks herein will be filled in to reflect information which becomes available after the sale of the Refunding Bonds. Such information is intended to be blank in this Appendix A.*

calendar month next preceding such Interest Payment Date (the "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least $1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request.

This Bond is one of a series of $_____ of Bonds issued for the purpose of raising money to refinance outstanding general obligation indebtedness of the District. The Bonds are authorized to be issued under the applicable laws of the State of California and under a resolution of the Board of Trustees of the District adopted on May 12, 2022 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest on this Bond do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of $5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

[*if applicable*:] The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

[*if applicable*:] The Bonds maturing on August 1 in each of the years ____ and _____ are Term Bonds which are subject to mandatory sinking fund redemption on August

1 in each of the years and in the respective principal amounts as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph will be reduced on a pro rata basis in integral multiples of $5,000, as designated under written notice filed by the District with the Paying Agent.

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount To be Redeemed

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there becomes due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be given to the registered owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required to transfer any Bond (a) during the period established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been

received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Fiscal Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

IN WITNESS WHEREOF, the Alum Rock Union Elementary School District has caused this Bond to be executed by the facsimile signature of the President of its Board of Trustees, and attested by the facsimile signature of the Secretary of its Board of Trustees, all as of the date stated above.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By _____
President
Board of Trustees

Attest:

_____
Secretary
Board of Trustees

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Paying Agent

By _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____ _____ attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Refunding Bonds (Estimated): 4.64%.

2. Finance charge of the Refunding Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately $337,500. Such amount consists of costs of issuing the Refunding Bonds in the amount of approximately $215,000 together with estimated Underwriter' compensation in the amount of approximately $122,500.

3. Proceeds of the Refunding Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Refunding Bonds (Estimated): $34,361,266.

4. Total Payment Amount for the Refunding Bonds, being the sum of all debt service to be paid on the Refunding Bonds to final maturity (Estimated): $59,195,511.

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding taxable interest rates available in the bond market at the time of pricing the Refunding Bonds.*

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

6.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 12, 2022

Subject: Approve Contract with SixthDimension for Construction Management Services.

Staff Analysis:
In anticipation of the need for construction management services for upcoming construction projects, the District and Cumming, District Program Management firm, issued a Request for Qualifications & Proposals (RFQ/P).

On April 14, 2022, the Board approved adding both Kleinfelder Construction Services and SixthDimension to the pool of construction management services and authorized the administration to negotiate separate agreements with both firms for the Board to consider.

The District and SixthDimension negotiated the attached contract for the Board's consideration.

Recommendation: Staff recommends that the Board of Trustees approve the contract with SixthDimension in the amount, not to exceed, $300,120.00.

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

To the Board of Trustees: Meeting: May 12, 2022
Regular Board Meeting

Recommend Approval

6.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

SixthDimension

May 5, 2022

Mr. Kolvira Chheng
Assistant Superintendent of Business Services
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

RE: Request for Qualifications and Proposals for Construction Management Services for Construction Projects, RFQ/P No. 2122-CM01

SUBJECT: Proposal for Construction Management Services for Summer 2022 Construction Projects

Dear Mr. Chheng:

Thank you for the opportunity to provide Alum Rock Union School District with this Proposal for Construction Management Services for the following Summer 2022 Construction Projects:

- Adelante I – Monument sign, asphalt paving, play surface and fencing.
- Adelante II – Monument sign and fencing
- Aptitude Community Academy at Gross – Monument sign, fencing and shade structure
- Cassell Elementary School – Fencing
- Cesar Chavez Elementary School – Monument sign
- Ocala STEAM Academy – Monument sign
- Renaissance at Fischer – Monument sign, shade structure and asphalt paving
- Renaissance at Mathson – Monument Sign, shade structure and asphalt paving

In accordance with our Statement of Qualifications submitted to the District on March 23, 2022, information provided by the District regarding each of the summer 2022 construction projects and the Draft Agreement provided by the District; we propose a not to exceed amount of $300,120 for these construction management services. This proposed amount is based on the staffing plan included as Exhibit A to this Proposal and will be billed on a time and materials basis.

Please don't hesitate to contact us if you have any questions or need any additional information.

Regards

Karl Schultz
Vice President

P – (510) 715-6536 E – info@sixthdimensionpm.com 1504 Franklin Street, Suite 102, Oakland, CA 94612

EXHIBIT A

STAFFING PLAN

2022 SUMMER CONSTRUCTION PROJECTS

Title	Rate	May	Jun	July	Aug	Sep	Oct	Total
Principal in Charge	$220	48	4	4	4	4	4	$14,960
Project Director	$220	48	32	32	32	32	32	$45,760
Construction Manager	$180	84	168	168	168	168	84	$151,200
Sr. Project Engineer	$150	84	168	168	168			$88,200
Total		**264**	**372**	**372**	**372**	**204**	**120**	**$300,120**

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

6.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 12, 2022

Subject: Approve Contract with Kleinfelder Construction Services.

Staff Analysis:
In anticipation of the need for construction management services for upcoming construction projects, the District and Cumming, District Program Management firm, issued a Request for Qualifications & Proposals (RFQ/P).

On April 14, 2022, the Board approved adding both Kleinfelder Construction Services and SixthDimension to the pool of construction management services and authorized the administration to negotiate separate agreements with both firms for the Board to consider.

The District and Kleinfelder negotiated the attached contract for the Board's consideration.

Recommendation: Staff recommends that the Board of Trustees approve the contract with Kleinfelder Construction Services in the amount, not to exceed, $122,340.00.

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

To the Board of Trustees: Meeting: May 12, 2022
Regular Board Meeting

Recommend Approval

6.05
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

KLEINFELDER
CONSTRUCTION SERVICES

April 21, 2022

Alum Rock Union School District
2930 Gay Ave
San Jose, CA 95127
Mr. Kolvira Chheng, Assistant Superintendent of Business Services

RE : RFQ #2122-CM01, CM Services Fee Submission

Mr. Chheng :

Thank you for the opportunity to work with Alum Rock Union School District, we look forward to exceeding your expectations on the upcoming projects. We understand the following projects are included in the scope of work awarded to Kleinfelder Construction Services:

1. **McCollam Elem School** – Replace monument sign
2. **Sheppard Middle School** – Replace monument sign, repair/replace asphalt paving, restripe, shade structure
3. **Russo McEntee Academy** – Replace monument sign and repair/replace asphalt paving
4. **George Middle School** – Replace monument sign, repair/replace asphalt paving, restripe, shade structure
5. **San Antonio Elem** – Repair/replace play surface, install new asphalt paving and shade structure
6. **Adelante I** – Replace monument sign, repair/replace asphalt paving, restripe, repair/replace play surface, shade structure

We have developed our fee from the hourly rate scheduled included in our submitted proposal. The fee is split between Preconstruction Phase (work prior to the start of construction) and Construction Phase (work after construction starts) and is based on 3 months of services.

Preconstruction Phase	$30,700.00 (Average of $ 5,116.00 per project)
Construction Phase	$88,140.00 (Average of $14,690.00 per project)
Reimbursables	$ 3,500.00 (Average of $ 583.00 per project)

- Computer Peripherals (monitors, cords, keyboards, WIFI)
- Printer/Copier
- Office Supplies
- Local Mileage (to/from office and school sites)
- On-Site Drinking Water

We plan to work out of the KCS office in San Jose, District office if space is available, or at one of the school sites if space is available. We have not included any reimbursable expenses for office space, utilities, mobilization/demobilization, etc.

Kleinfelder Construction Services' Not to Exceed Fee is: $122,340.00 for the referenced schools and scope of work referenced in this fee proposal.

Please let me know if you need any further breakdown of labor or materials.

Thank you

Sincerely,

Dave Watson, Principal-in-Charge
M: 530-802-6911
E: dwatson@kleinfelder.com

6.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 12, 2022

Subject: Approve Contract with Stewart Signs.

Staff Analysis:
As a part of the 2022 summer projects, the District desires to install/replace marquis at the following schools:

1. Adelante I
2. Adelante II
3. George Middle
4. Renaissance Academy at Fischer
5. Renaissance Academy at Mathson
6. McCollam Elementary
7. Sheppard Middle
8. Ocala Middle
9. Russo/McEntee Elementary
10. Cesar Chavez Early Learning Center

Recommendation: Staff recommends that the Board of Trustees approve the contract with Stewart Signs for the purchase of ten (10) marquis at $27,621.00 per marquis, totaling $276,210.00.

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

To the Board of Trustees: Meeting: May 12, 2022
Regular Board Meeting

Recommend Approval

6.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

333 West San Carlos Street, Suite 600
San Jose, CA 95110
PHONE: 669.600.1309 \ www.ccorpusa.com

CUMMING
Building Value Through Expertise

March 2022

Mr. Kolvira Chheng
Assistant Superintendent of Business Services
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

Re: Adelante I, Adelante II, George Middle School, Renaissance Academy at Fischer, Renaissance Academy at Mathson, McCollam Elementary, Sheppard Middle School, Ocala Middle School, Russo/McEntee Academy, Cesar Chavez Elementary

Recommendation for Approval – Stewart Signs

Dear Mr. Kolvira Chheng:

Enclosed herewith please find pricing for the service to manufacture and deliver Monument Signs for ten (10) schools noted above for Alum Rock Union School District. Cumming Construction Management, Inc. ("Cumming") has reviewed the pricing for each requested service and based on careful review, is recommending authorization to proceed with Stewart Signs.

Tables below indicate detailed pricing for each school's monument sign submitted by two (2) firms (Stewart Signs – Table 1 and Golden Gate Sign – Table 2):

Table1:

CONSULTANT / VENDOR	PROPOSAL DATE	PROJECT DESCRIPTION	FEE TYPE	FEE
Stewart Signs	3/15/2022	Monument Sign	Manufacture	$22,390.00
Stewart Signs	3/15/2022	Monument Sign	Lifetime Cellular (no monthly bills, no tax)	$1,598.00
Stewart Signs	3/15/2022	Monument Sign	Tax	$2099.06
Stewart Signs	3/15/2022	Monument Sign	Freight	$1,533.94
			Total (Each)	**$27,621.00**

333 West San Carlos Street, Suite 600
San Jose, CA 95110
PHONE: 669.600.1309 \ www.ccorpusa.com

CUMMING
Building Value Through Expertise

Table:2

CONSULTANT / VENDOR	PROPOSAL DATE	PROJECT DESCRIPTION	FEE TYPE	FEE
Golden Gate	3/22/2022	Monument Sign	Manufacture	$43,592.00
Golden Gate	3/22/2022	Monument Sign	Delivery (to school address)	$1,118.00
Golden Gate	3/22/2022	Monument Sign	Tax	$4,086.80
			Total (Each)	**$48,797.31**

Pricing for each vendor is based on double-sided, 10 mm, full color EMC displays, and pole support painted black.

We are recommending proceeding with Stewart Signs for the following reasons:

- Price is lower with less exclusions, including overall size
- Price is subjected to remain the same for all schools
- Golden Gate Signs provides single Sign-on Capabilities, which doesn't warrant the substantial price difference of $21,176.31 if it's negligible to the District.

Please provide confirmation of the District's acceptance. Once approval has been received, Cumming will release Stewart Signs into fabrication. Please note this will take approximately 16 weeks from approved PO to delivery.

Should you have any questions, please do not hesitate to give us a call and/or send us an email. I may be reached direct at 699.600.1309 or via email at dslivkoff@cumming-group.com.

Thank you.

Sincerely,

Deborah Slivkoff

Senior Project Manager

7.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 3, 2022

Subject: Resolution No. 49-21/22:
Fifth Amendment to Joint Use Agreement with Kidango, Inc. to Add Additional Facilities at the Cesar Chavez Early Learning Center.

Staff Analysis:
Kidango, Inc., a California non-profit corporation, currently operates child development centers at various sites of the Alum Rock Union Elementary School District. Kidango desires to add additional facilities at the Cesar Chavez Early Learning Center.

The Education Code provides that a school district governing board may enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to nonprofit organizations including during normal school hours if the school is in session. The Education Code limits the term of such joint use agreements to 5 years at fair market rental for comparable facilities. In addition, the Education Code requires that prior to entering into a joint use agreement the Governing Board shall determine that the proposed joint occupancy and use of school district property or buildings will not do any of the following:

(a) Interfere with the educational program or activities of any school or class conducted upon the real property or in any building.
(b) Unduly disrupt the residents in the surrounding neighborhood.
(c) Jeopardize the safety of the children of the school.

Administration believes that the joint use of the facilities meets all the requirements for joint use agreements as specified above.

***Resolution will be provided under a separate cover.**

Recommendation:
Staff recommends that the Board of Trustees approve Resolution #49-21/22 Fifth Amendment to Joint Use Agreement with Kidango, Inc. to add additional facilities at the Cesar Chavez Early Learning Center for the period July 1, 2022 to June 30, 2026.

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

To the Board of Trustees: Meeting: May 12, 2022
Regular Board Meeting

RECOMMEND APPROVAL

7.01
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
2930 Gay Avenue, San Jose, CA 95127

7.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 12, 2022

Subject: **Presentation on Facilities Condition for Leases by Charter Schools.**

****INFORMATION ONLY****

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

To the Board of Trustees: Meeting: May 12, 2022
Regular Board Meeting

****INFORMATION ONLY****

7.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Charter Schools Facility Report Summary
May 2022

Charter	Alpha Public Schools		KIPP Public Schools		Escuela Popular del Pueblo
School (s)	Blanca Alvarado	Jose Hernandez	Heartwood Academy	Prize Prep Academy	High School Portion
Sponsor	Alum Rock USD	Santa Clara COE	Alum Rock USD	Alum Rock USD	East Side UHSD
Location	Slonaker School Site	Slonaker School Site	Miller School Site	Miller School Site	Pala Middle School Site
Grade Levels	K-8	TK-8	5-8	5-8	TK-12
Form of Agreement	Facility Use Agreement/MOU		Facility Use Agreement/MOU		Building & Ground Lease
Agreement Dates	July 1, 2021 - June 30, 2026		July 1, 2021 - June 30, 2026		August 16, 2010 - August 15, 2050

Facilities	Alpha Public Schools	KIPP Public Schools	Escuela Popular del Pueblo
Provided by District	35,511 Square Feet of facilities plus grounds	33,065 Square Feet of facilities plus grounds	8.47 Acres, Incl approx. 45,000 Sq. Ft. of buildings plus grounds
Installed by Charter	8 classroom portables plus 2 classroom portables in 2022-23	12 classroom portables plus 1 restroom portable	24 classrooms (not included in FIT assessment)

.

FIT Assessment	Alpha Public Schools	KIPP Public Schools	Escuela Popular
Date of Assessment	March 23, 2022	April 6, 2022	March 24, 2022
Number of Areas Evaluated	58	60	44
	Percent of Areas Average or Above	Percent of Areas Average or Above	Percent of Areas Average or Above
Systems			
Gas	100%	100%	100%
Mechanical	85%	96%	100%
Sewer	97%	100%	100%
Total for Systems	94.0%	98%	100.0%
Rating for Systems	GOOD	GOOD	GOOD

Interior Surfaces	76.0%	73%	74.0%
Rating for Interior Surfaces	FAIR	POOR	POOR

Cleanliness			
Overall cleanliness	89%	91%	95%
Pest Infestation	96%	100%	97%
Total for Cleanliness	92.5%	95%	96.0%
Rating for Cleanliness	GOOD	GOOD	GOOD

FIT Assessment	Alpha Public Schools	KIPP Public Schools	Escuela Popular
Electrical	58.0%	100%	86.0%
Rating for Electrical	POOR	GOOD	FAIR
Restrooms/Fountains			
Restrooms	90%	100%	100%
Sinks/Fountains	89%	97%	83%
Total for Restrooms/Fountains	89.5%	95.0%	90.5%
Rating for Restrooms/Fountains	GOOD	GOOD	GOOD
Safety			
Fire Safety	100%	100%	100%
Hazardous Materials	100%	100%	100%
Total for Safety	100.0%	100.0%	100.0%
Rating for Safety	GOOD	GOOD	GOOD
Structural			
Structural Damage	100%	100%	100%
Roofs	98%	100%	100%
Total for Structural	99.0%	100.0%	100.0%
Rating for Structural	GOOD	GOOD	GOOD
External			
Playgrounds/School Grounds	100%	100%	100%
Windows/Doors/Gates/Fences	79%	93%	100%
Total for External	89.5%	96.0%	100.0%
Rating for External	GOOD	GOOD	GOOD
Total for All Categories	83.0%	95.0%	93.0%
Rating for All Categories	FAIR	GOOD	GOOD

Note: State rating schedule based on percent of areas average or above: GOOD = 90%-100%, FAIR = 75%-89.99%, POOR = 0%-74.99%

8.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve Declaration of Need For Fully Qualified Educators for 2022/2023.**

Staff Analysis:

This is required to meet the procedures for issuing and renewing emergency permits consistent with Title V regulations pertaining to Section 80026 Declaration of Need for Fully Qualified Educators. The Declaration will ease the paperwork previously required for each individual statement of need, and instead provide a single statement to be submitted annually to the Commission on Teacher Credentialing.

Recommendation:

District administration is recommending that the Board of Trustees declare the need for fully qualified educators.

Submitted by: Tereasa Smith Title: Director, Human Resources

To the Board of Trustees: **Recommend Approval**

8.01

Agenda Placement

Meeting: May 12, 2022
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2022/23

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Alum Rock Union Elementary School District District CDS Code: 69369

Name of County: Santa Clara County CDS Code: 43

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 12 / 2022 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2023.

Submitted by (Superintendent, Board Secretary, or Designee):

Hilaria Bauer		Superintendent
Name	*Signature*	*Title*
408 928-6416	408 928-6822	05/12/2022
Fax Number	*Telephone Number*	*Date*

2930 Gay Avenue, San Jose, CA 95127

Mailing Address

hilaria.bauer@arusd.org

EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

Name	*Signature*	*Title*
Fax Number	*Telephone Number*	*Date*

Mailing Address

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	20
Bilingual Authorization (applicant already holds teaching credential)	10
List target language(s) for bilingual authorization: Spanish, Vietnamese	
Resource Specialist	5
Teacher Librarian Services	0

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	10
Single Subject	30
Special Education	20
TOTAL	60

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Math	10
English	10
Science- Biology	10

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to **www.cde.ca.gov** for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☑ Yes ☐ No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? ☑ Yes ☐ No

If yes, how many interns do you expect to have this year? 20

If yes, list each college or university with which you participate in an internship program.

San Jose State University, National University, Loyola Marymount, Santa Clara University

If no, explain why you do not participate in an internship program.

8.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Resignations (Information Only).**

Staff Analysis:

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

Submitted by: Tereasa Smith TBS Title: Director, Human Resources

To the Board of Trustees: **Information Only** Meeting: May 12, 2022 Regular Board Meeting

8.02

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

May 12, 2022

CLASSIFIED RESIGNATIONS:

I. Resignations:

1. Aranda, Cecilia V	School Administrative Assistant/Cureton	05/13/2022
2. Palominos, Carlos Ochoa	Maintenance Worker III – HVAC/M.O.T	04/18/2022

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

9.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: April 21, 2022

Subject: **Psyched Services**

Staff Analysis: Psyched Services will conduct psycho-educational evaluations for students requiring initial or triennial evaluations at several sites within Alum Rock Union School District. Due to the shortage of two school psychologists, it is necessary to contract out these services with Psyched Services.

Recommendation: Staff recommends that the Board of Trustees approve the contract with Psyched Services for the 2022-2023 school year. The cost of this contract is $300,000.

Submitted by: Anthony Colonna Title: Director, Special Education Department

Approved by: Rene Sanchez RS Title: Assistant Superintendent of Instructional Services

To the Board of Trustees: Meeting: June 09, 2022
Regular Board Meeting

Recommend Approval

9.01
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: Special Education Department (School/Dept.) VENDOR NO. _____

Submitted by: 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: Psyched Services

   Address: 533 Airport Blvd. City: Burlingame State: CA Zip: 94010

   Phone: (650) 427-0110 Email Address: office@psychedservices.com

   SSN: _____ or Fed I.D. #: 82-2715378

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 1, 2022 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:

   Psyched Services will conduct psycho-educational evaluations for students requiring initial or triennial evaluations at several sites within Alum Rock District. Due to the shortage of 2 psychologists it is necessary to contract these services with Psych Services.

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)

   X a. **Fee Rate:** $ 3,500/per assess per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

   _____ b. **Other:** $_____ (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
080	6500	0	5815	00	5750	1120	000000	380	1820	300,000	

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

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

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

Doc ID: b23dab6cd9d1dc8e59202d1925d9992208640eee

Psyched Services

ASSESSMENTS

Price includes 1.5 hour remote IEP meeting attendance & up to 1 hour pre-meeting consultation

PSYCHOEDUCATIONAL EVALUATION / $4950
Add academic assessment/$975
Add ERMHS evaluation/$300

ERMHS / $4950
Stand-alone evaluation to provide recommendations for Educationally Related Mental Health Services

FBA / $6500
Functional Behavior Assessment; includes accompanying BIP (Behavior Intervention Plan)

IEE / $6500
Independent Educational Evaluation

ACADEMICS / $1700
Stand-alone assessment of academic achievement

INDIRECT ASSESSMENT
Triennial records review or new assessment completed virtually using rating scales & interviews /$165 per hour

ENGLISH LEARNERS
Bilingual practitioner/$325 per hour
Virtual interpreter/$165 per hour

PROFESSIONAL SERVICES

Additional services provided by a BCBA or school psychologist

POCKET COACHING
Telesupport for families & educators; designed to support ABA principles and intervention maintenance/$160 per hour

CONSULTATION
On-site/$575 for the first hour;
$275 each additional hour
Remote/$160 per hour
**Includes IEP meeting attendance*

ERMHS COUNSELING
Remote/$160 per hour
**Currently offered as a virtual service only, please inquire about on-site availability*

PROFESSIONAL DEVELOPMENT
On-site staff training/$750 per hour
Webinar/$375 per hour

ADDITIONAL FEES

CANCELATIONS
Meetings canceled with less than 24-hour notice will be billed $275 for on-site or $100 for remote

A $275 cancelation fee will be applied to any assessment canceled and all work performed will be billed at the applicable hourly rate

For out-of-state assessments, a $900 fee will be applied and reimbursement for travel expenses is required

WWW.PSYCHEDSERVICES.COM

650-427-0110

learn.do

9.02

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: April 21, 2022

Subject: **Think Together Summer School 2021-2022**

Staff Analysis: Think Together will provide Summer learning recovery services for up to 250 students across two school sites of the district's choosing for nine hours per day over 23 program days. Think Together will assign 12 Program Leaders to deliver the services. Think Together will pay for all curricular materials, consumable supplies and personal protective equipment required to deliver the services.

Recommendation: Staff recommends the Board of Trustees approve the contract with Think Together for Summer School services for the 2021-2022 School Year. Cost of contract is $214,704.00

Submitted by: Sandra Garcia SG Title: Director of State and Federal Programs

Approved by: Rene Sanchez R.S Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: May 12,2022
Regular Board Meeting

Recommend Approval

9.02
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 and Federal Dept. (School/Dept.) VENDOR NO. 021410

Submitted by: 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: 2101 East Fourth Street Suite 200B City: Santa Ana State: CA Zip: 92705

   Phone: (408) 946-2727 Email Address: richard.tran@thinktogether.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date Jun 21, 2022 end date Jul 22, 2022

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 summer learning recovery services for up to 250 students across two school sites of the district's choosing for nine hours per day over 23 program days. They will assign 12 Program Leaders to deliver the services. They will pay for all curricular materials, supplies and personal equipment.

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:** $214,704.00 (describe rate agreement) Not to exceed $214,704.00

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	000010	360	5051	$214,704.00	

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

0.1

think

April 20, 2022

ALUM ROCK UNION SCHOOL DISTRICT
Think Together Non-Instructional Day Services

Background
Alum Rock Union School District (ARUSD) has partnered with Think Together to provide expanded learning services for nearly a decade. The district desires to engage Think Together in the delivery of non-instructional day services during the summer of 2022. This proposal responds to that request.

Scope of Work
Think Together will provide summer learning recovery services for up to 250 students across two school sites of the district's choosing for nine hours per day over 23 program days. Think Together will assign 12 Program Leaders to deliver the services at a supervision ratio of not less than one staff member per 20 students (1:20), incorporating four "floaters" to help meet ratios. Each site will be supervised by a Site Coordinator. Think Together will pay for all curricular materials, consumable supplies and personal protective equipment required to deliver the services. Think Together will apply a 15% administrative fee.

Pricing
ARUSD will pay Think Together a fee of **$214,704** to deliver the scope of work described above.

Personnel

16 Program Leaders =	$123,120
2 Site Coordinators =	$10,439
Total Personnel	**$133,559**

Operating

Curricula and Supplies =	$53,140
Administrative Fee =	$28,005
Total Operating	**$81,145**
Total Project Cost	**$214,704**

2101 East Fourth Street Suite 200B
Santa Ana, CA 92705

9.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: April 21, 2022

Subject: **YMCA Summer School Contract 2021-2022**

Staff Analysis: YMCA of Silicon Valley and ARUSD are collaborating to offer extended summer learning opportunities for 192 K-5 students for 5 weeks. The Summer Enrichment Programs will help to improve the academic success of children in low-income environments. Summer Enrichment programs will for Dorsa Elementary: 96 students and for San Antonio: 96 students.

Recommendation: Staff recommends the Board of Trustees approve the contract with YMCA for Summer School services for the 2021-2022 School Year. Cost of contract is $197,360.00.

Submitted by: Sandra Garcia SG Title: Director of State and Federal Programs

Approved by: Rene Sanchez R.S Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: May 12, 2022
Regular Board Meeting

Recommend Approval

9.03
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 and Federal Dept. (School/Dept.) VENDOR NO. 013882

Submitted by: 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

   Address: 80 Saratoga Ave. City: Santa Clara State: CA Zip: 95051

   Phone: (408) 298-1717 Email Address: Angela.Rodriguez@YMCASV.ORG

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 21,2022 end date July 22, 2022

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 and ARUSD are collaborating to offer extended summer learning opportunities for 192 K-5 students for 5 weeks. The Summer Enrichment Programs will help to improve the academic success of children in low-income environments.

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:** $ 197,360.00 (describe rate agreement) 192 students will be served at 5 weeks

   Dorsa Elementary (96 students): $98,680 and San Antonio Elementary (96 students): $98,680

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	000010	360	5051	$197,360.00	

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

0.1

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA SUMMER ENRICHMENT PROGRAM AGREEMENT

Between YMCA of Silicon Valley and Alum Rock Union School District

Mission:
Our Y is committed to empowering future generations by closing the Opportunity Gap. Our Summer Enrichment Programs surround our youth with developmental opportunities that focus on academic enrichment, strengthening literacy, and instilling 21st Century Learning Skills that provide experiences and access to grow and thrive.

PREAMBLE

The YMCA of Silicon Valley (hereafter "YMCA") and the Alum Rock Union School District (hereafter "School") enter into this Agreement to set forth the terms and conditions upon which they will collaboratively engage in a Summer Enrichment Program to improve the educational success of participants (hereafter, "the Program(s)"). The Program(s) covered under this Agreement is: Summer Enrichment Program.

YMCA and Alum Rock Union School District (hereafter "Party" or "Parties") desire to improve educational opportunities for youth in their community and are participating in the Program to achieve that in the end. The Program is part of a national YMCA initiative to develop signature programs that will help improve the academic success of children in low-income environments. Each Party recognizes that the success of the Program is dependent upon full adherence to the following terms and conditions.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Overview

1. YMCA and School agree to work cooperatively and in good faith to achieve the objectives of the Program as outlined below to School by YMCA.

2. The Parties agree to jointly create a collaboration plan that will include:
   a. Meetings, as needed between the school principal (or his/her designee in case of a scheduling conflict) and the YMCA "Program Site Director", to: develop a Program plan, discuss Program progress and updates, discuss teacher/staff observations, share successes, make amendments to the Program plan in response to data collected, and facilitate communication with teachers and parents/guardians/families.
   b. A protocol for emergencies, such as a School closure, student injury/illness, or other unexpected event which interrupts or significantly impacts the provision of programming and services in the School building or on School grounds. The protocol will conform to the Parties' existing emergency protocols and all legal requirements.

c. The development and distribution of public communications such as newsletters, e-mails, reports, and general Program marketing materials. The Parties will comply with all YMCA of the USA ("Y-USA") brand, trademark and advertising requirements related to such materials.

Staff and Student Selection

1. The School's principal and the selected teachers will recommend students to participate in the Program based on YMCA priority criteria for inclusion. The Programs are particularly interested in serving students who meet any of the following criteria:
   a. At risk of non-proficiency in state standardized tests in reading;
   b. Eligible for free and reduced lunch program
   c. Homeless youth; Foster youth

2. The YMCA Program Site Director and staff will have final authority to determine which students will be invited to participate in the Program.

Data Collection, Disclosure and Storage

1. Collection of Participant and Non-Participant Data.
   a. *Participant Defined*. Any student who is selected based on the criteria set forth above in Paragraph 4 and approved to participate in the Program by the YMCA Program Site Director shall become a participant upon submission of a signed program Release (each, a "Participant"). A student who has not submitted the Program Release cannot be considered a Participant. Instead, that student is considered a "Non-Participant".

   b. *Compliance with FERPA and applicable privacy laws*. The Parties acknowledge that student-level data is critical to analysis of Program metrics. The YMCA agrees to acquire parent/caregiver consent in compliance with the Family Educational Rights and Privacy Act ("FERPA") and any and all applicable state or local laws regarding educational rights and privacy from participants to share certain data between them. Confidential information includes, but is not limited to, the information in subsection 2 below.

   c. Collection of Participant Data.
   School agrees to provide the following participant-specific information to the YMCA:

   For Summer Enrichment Programs
   - Student attendance data.
   - Data regarding classroom behavior and discipline.
   - Reading scores.

   d. Summer Enrichment Program School Assistance with Data.
   School also agrees to provide YMCA reasonable access to School staff members familiar with the data for further assessment/analysis of the data.

2. Disclosure of Data.
   a. Disclosure of Participant Data to Y-USA and Other Business Partners.

Pursuant to Education Code § 49076(c) and 34 CFR § 99.31(b), School may share student records or information without the consent of the student's parent or guardian if the records or information are de-identified, which requires the removal of all personally identifiable information. School agrees that all Participant data, with personal identifiers removed (to the extent required by applicable law), may be shared with Y-USA for purposes of analysis and program improvement. Other business partners engaged in analysis of the Program may obtain de-identified information, but solely for purposes of analyzing, improving and reporting on the Program.

School agrees that the YMCA, Y-USA, or then current business partner, engaged in analysis of the Program may report aggregate, de-identified, participant data analysis to the School, which may use them for purposes of improving instruction and the Program.

b. Disclosure to Third Parties
School understands that such data may be referenced in reports to funders, newsletters, or other publications related to the Program; however, no data from individual students that is not de-identified will be reported. Further, individual schools/school districts will not be identified in any reporting and only aggregate, de-identified data will be reported.

Neither Party shall disclose any findings or analysis from non-public data without prior written consent of the other party (and/or any Program Participant, as defined above, as appropriate), other than summary data that does not identify any individual person; such data may include expenditure patterns, and expenditure per pupil or category of pupil.

3. Protection and Security of Stored Data.

YMCA agrees that, other than as necessary with respect to the Program, data will be kept confidential. YMCA agrees to maintain appropriate network and other data security to protect any School student data in its possession. YMCA agrees to notify School as soon as reasonably practicable if it has any reason to believe there has been a breach of data security relevant to the data subject to this Agreement, and any data has been lost, tampered with, or otherwise illegally accessed. All electronic data analysis will be performed on password-protected computers.

YMCA shall maintain the confidentiality and safeguard the analysis of any data gathered as a result of this Agreement, and will not, without the prior consent of School, disclose any findings or analysis derived from non-public information other than: (a) summary data as set forth herein (b) data and analysis of such summary data used to promote the educational and research purposes of the Project or its implications for further work related to the Achievement Gap; and (c) data and findings that have been made publicly available without breaching any of the YMCA's confidentiality obligations.

Program Implementation

1. Summer Enrichment Programs will begin on June 21,2022 and end on July 22, 2022. Programs will be held Monday – Friday from 8am – 5pm (Closed Mon. July 4th – due to Holiday).
2. We will schedule Staff Development and Set Up the week of June 13th.
3. We will operate two full day enrichment programs and will add on two Half-day Enrichment groups at each site:
    - Dorsa Full Day Enrichment: 8am – 5pm serving 64 students

- Dorsa Half Day Enrichment Program: 12pm – 5pm serving 32 students
- San Antonio Full Day Enrichment: 8am – 5pm serving 64 students
- San Antonio Half Day Enrichment Program: 12pm – 5pm serving 32 students

4. School shall make the following spaces available to the YMCA for the Program at the times indicated:
    a. 3 classrooms per school location
    b. computer lab or cart
    c. cafeteria
    d. outdoor space/grounds
    e. 1 set of restrooms
    f. Other spaces deemed necessary to fulfill the Program requirements and expectations.

5. School shall provide general security and custodial services. Please provide phone number for janitors

6. YMCA shall identify third parties for Program enhancement (music, arts, field trips, etc.) but shall confirm that such third parties are acceptable to School prior to contracting with them.

7. School will provide office space for a full-time YMCA Program Site Director at the School. YMCA or School shall provide a desktop or laptop computer with an internet connection for the office space. School shall also provide either a printer for the office space or the ability for the YMCA Program Site Director to print from the office space. (YMCA Program Site Director must have access to Y-USA knowledge sharing site, Exchange, in order to be able to access Y-USA systems and resources.)

8. School will host site visit observations conducted by YMCA staff and or Y-USA staff to help ensure Program fidelity and for the purposes of quality assurance.

9. YMCA shall provide healthy meals and snacks for each Program participant on a daily basis aligned with Y-USA's Healthy Eating and Physical Activity Eating (HEPA) standards.

10. The Parties shall agree how certain joint costs will be shared between them and except as aforesaid; each Party shall bear its own costs, if any, for execution of its obligations under this Agreement. (The parties shall agree how cost should be shared amongst them if any, for execution of its obligation under this Agreement)

11. If applicable school shall provide training for Y staff on reading programs being used and recommended for the summer.

COVID Protocols

Our YMCA of Silicon Valley Programs are diligent in following the latest Santa Clara County Public Health protocols to prevent the spread of the COVID-19 virus. We adhere to all county day camp regulations and requirements. In addition to the public health requirements, we adhere to the American Camping Association guidelines for operations under COVID-19 protocol. Last, but not least the CDC youth protocols are incorporated into our practice. As an early leader in COVID-19 world camp operations, our Y has helped informed county, state and national practices for safe and healthy youth operations.

Miscellaneous Provisions

1. This Agreement shall be governed by the laws of the State of California.

2. Each Party shall have responsibility for supervision and compliance of the terms herein by its own employees, contractors, and volunteers.

3. Each Party shall adhere to its applicable policies with respect to Child Abuse Prevention and training in its performance under this Agreement.

4. Each Party shall maintain appropriate insurance for its obligations under this Agreement.

5. YMCA agrees to indemnify and defend School and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of YMCA and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from YMCA's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

6. Alum Rock School District agrees to indemnify and defend YMCA and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of District and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from District's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

7. The Parties agree that they are independent of each other and of YMCA of the USA; neither Party shall be deemed an employee, servant, agent, partner or joint venture of the other or of YMCA of the USA.

8. Each Party agrees it has obtained the appropriate authority to enter into this Agreement.

9. For the purpose of executing this Agreement, the Parties hereto agree that a facsimile or electronic (e.g. .pdf) record of this Agreement or other electronic signatures shall serve as original signatures.

10. Notices will be deemed accomplished if sent via U.S. Mail, return receipt requested, fax, electronic email, postage prepaid, or courier service, to the following:

Alum Rock Union School District	YMCA of Silicon Valley
_____	Mary Hoshiko-Haughey,COO
Gay Ave	80 Saratoga Ave
San Jose, CA 95116	Santa Clara, 95051

INSURANCE

Contractor will keep in force and shall cause the LEA to be named as "Additional Insured", at minimum; one million dollars combined single limit liability insurance for bodily injury, property damage and personal injury and all risk legal liability related to the Program.

LEA will keep in force and shall cause the Contractor to be named as "Additional Insured", at minimum; one million dollars combined single limit liability insurance for bodily injury, property damage and personal injury and all risk legal liability related to the Program.

ASSIGNMENT AND TRANSFER

There shall be no assignment of any part of this MOU by LEA or Contractor.

INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the LEA, including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable and verifiable attorney's fees and costs, incurred by the LEA to the extent directly caused by the willful, or negligent act or omission of the Contractor, its officers, board of directors, employees or agents, in the Contractor's performance of this MOU.

LEA shall defend, indemnify and hold harmless the Contractor, including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorney's fees and costs, incurred by the Contractor which arise out of or relate to the wrongful, willful, or negligent act or omission of the LEA, its officers, directors, employees or agents, in the LEA's performance of this MOU.

APPLICATION OF LAW

This MOU represents the entire understanding of the Parties and it is under the jurisdiction and subject of the State of California.

TERMINATION OF AGREEMENT

Each Party has the right to terminate this contract if the other Party has materially breached any obligation herein and such breach remains uncured for a period of ten (10) days after written notice thereof is sent to the other Party. Further, either Party may termination this MOU without cause upon thirty (30) days prior written notice.

CONFIDENTIALITY

LEA acknowledges and agrees that all information, work in progress, trade secrets, or other secret or confidential information related to the business or projects of Contractor, as well as student achievement data, demographic data, student medical records and academic records (collectively, "Student Data") constitutes confidential information (collectively, "Confidential Information"). Contractor agrees that all times, both during this MOU and after its termination, Contractor will keep in confidence and trust all such Confidential Information and shall not use, copy, or disclose to any person, firm, or corporation any such Confidential Information. This obligation shall end whenever such information enters the public domain and is no longer confidential or proprietary through no improper action or inaction by either Party. Upon termination or expiration of this MOU, or at any time upon request of LEA, Contractor will return to LEA all Confidential Information in Contractor's possession or control. If data will be provided through an online platform, Contractor shall have controlled access to the data via password, and Contractor shall assume full liability for any access violations which may occur. If Contractor is requested or required by reason of legal requirements or legal proceedings of any nature to disclose any Confidential Information, it shall promptly provide Grantee with notice of the request or requirement. In those cases, Contractor will in good faith consult with LEA and consider and act upon LEA's suggestions concerning the nature, scope, and manner of disclosure, including cooperating with LEA in seeking a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, Contractor is nonetheless legally compelled to disclose Confidential Information, Contractor may disclose only that portion of Confidential Information which its counsel advises is legally required to be disclosed. Contractor recognizes that Student Data is sensitive, and that any misuse of such data by Contractor could be or is a violation of state and federal law. Contractor assumes full responsibility for the use of such Student Data.

FINGERPRINTING SCAN AND TB TEST

Contractor is expected to have contact with LEA's students. Any Contractor, as well as any Contractor-associated personnel who are expected to have contact with students, must have proof of negative TB test and must authorize and undergo a fingerprinting scan via LIVESCAN (or other state or local authorized entity that provides fingerprinting services). Contractor agrees not to have contact with any student prior to proof of negative TB test and receipt of fingerprinting clearance.

Duration of Agreement; Amendments

1. This Agreement is effective on June 21, 2022 and shall end on July 22, 2022 unless terminated by YMCA with 30 days advance notice. Termination of this Agreement for any cause or its expiration shall not release either party from any liability that accrued on or before the date of termination or which may thereafter arise with respect to any act or omission occurring on or before the date of termination, or from any duty or obligation that by its nature should extend beyond the expiration or earlier termination of this Agreement, including without limitation the provisions related to storage and disclosure of data.

2. **Payment Terms:**
   The maximum contract amount is $197,360.00

   Payment will be issued to Contractor within 30 days after receipt of the session invoice. Contractor will submit the invoice with documented enrollment based on the formula below.

   The total amount contracted will serve 192 students:
   - Dorsa Elementary School Full Day Enrichment: 64 students
   - Dorsa Elementary School Half Day Enrichment: 32 students
   - San Antonio Elementary School Full Day Enrichment: 64 students
   - San Antonio Elementary School Half Day Enrichment: 32 students

3. This Agreement is the entire agreement between the Parties and cannot be amended or modified other than by written agreement of both Parties.

IN WITNESS WHEREOF the undersigned have executed this MOU as of the Effective Date.

ACCEPTED AND AGREED

Alum Rock Union School District	**YMCA of Silicon Valley**
	Mary Hoshiko Haugey
Signature	Signature
Hilaria Bauer, Ph.D., Superintendent Name and Title (print)	Mary Hoshiko-Haugey, COO
	04 / 25 / 2022
Date	Date

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

Office of Superintendent of Schools

9.04

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: April 1, 2022

Subject: **Lozano Smith, LLP**

Staff Analysis: The use of legal counsel with issues related to special education ensures compliance. Attorney will also consult and assist staff in developing legally defensible IEPs aligned with the most current information regarding Special Education Law.

Recommendation: Staff recommends that the Board approve the contract with Lozano Smith, LLP. for the 2022-2023 school year. The cost of this contract will be $125,000.

Submitted by: Anthony Colonna AC Title: Director, Special Education

Approved by: Rene Sanchez RS Title: Assistant Superintendent of Instructional Services

To the Board of Trustees: Meeting: May 12, 2022
Regular Board Meeting

Recommend Approval
9.04
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: Special Education (School/Dept.) VENDOR NO. 21317

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: Lozano Smith, LLP

   Address: 7404 Spalding Ave. City: Fresno State: CA Zip: 93720

   Phone: (559) 431-5600 Email Address: agarcia@lozanosmith.com

   SSN: _____ or Fed I.D. #: 80-0874383

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2022 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:

   The use of legal counsel with issues related to special education ensures compliance.

   ~~Attorney will also consult and assist staff in developing legally defensible IEPs aligned with~~ the most current information regarding Special Education Law.

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)

   X a. **Fee Rate:** $195.00-350.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

   _____ b. **Other:** $_____ (describe rate agreement) _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				125,000		
080	6500-0	5810-00-5001	2100	000000	380	1820

4/27/22 ch JD 4/27/22

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

LS Lozano Smith
ATTORNEYS AT LAW

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2022, between the ALUM ROCK UNION ELEMENTARY 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.

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/chancellor 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 Elementary School District	**Lozano Smith, LLP**
BY *(Authorized Signature)*	BY *(Authorized Signature)* Karen M Rezendes
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 03/30/2022

LS Lozano Smith
ATTORNEYS AT LAW

PROFESSIONAL RATE SCHEDULE
FOR ALUM ROCK UNION ELEMENTARY 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.

10.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: April 29, 2022

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated May 12, 2022.

Recommendation: Staff recommends approval for acceptance of these donations.

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

To the Board of Trustees: Meeting: May 12, 2022
Regular Board Meeting

Recommend Approval

10.01
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
May 12, 2022

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Alum Rock Jazz Foudation	Materials & Supplies	$ 650.00	ARUESD_Jazz Program
Philanthropics Ventures Foundation	Materials & Supplies	$ 500.00	Adelante 1 Academy
Philanthropics Ventures Foundation	Materials & Supplies	$ 495.00	Adelante II Academy
The Hugh Stuart Center Charitable Trust	Materials & Supplies	$ 30,000.00	Aptitud Academy
ArtsEd Grant	Materials & Supplies	$ 500.00	Cassell Elementary
SJWC Employees Community Fund, Inc.	Materials & Supplies	$ 500.00	George Middle
DonorsChoose.Org	Materials & Supplies	$Various Supplies 'Hand-Eye Coordination' 'Bring Wrestling…'	George Middle
ArtsEd Grant	Materials & Supplies	$ 500.00	Linda Vista Elementary
ArtsEd Grant	Materials & Supplies	$ 500.00	Lyndale Elementary
ArtsEd Grant	Materials & Supplies	$ 500.00	McCollam Elementary
ArtsEd Grant	Materials & Supplies	$ 500.00	Painter Elementary
Hillcresters	Materials & Supplies	$ 1,000.00	Renaissance Academy

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

From: Danelle Finnen

Re: VAPA Donation

Date: March 28th, 2022

Please accept the following donation from the Alum Rock Jazz Foundation, for the Alum Rock Union School District Jazz Program:

Check Donation
TOTAL: $650.00

Donor's Information:

NAME:	David Rodrigues, Alum Rock Jazz Foundation
ADDRESS:	100 Eastwood Ct. San Jose, CA 95116
PHONE:	(408) 813-1366

ADELANTE DUAL LANGUAGE ACADEMY
2999 Ridgemont Dr. San Jose, CA 95127
408 928 -1900

2022 MAR 25 P 3:10

March 23, 2022

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

Dear Board of Trustees:

Please accept the attached donation from Philanthropic Ventures Foundation for check number 69238 for $500.00. The money provided through this donation will be used for purchasing art supplies. We greatly appreciate their donation.

Donations Account Number: 060 9010 0 4300 00 1000 000000 280 2110

Sincerely,

Maria Martinez,
Principal of Adelante 1

ADELANTE II DUAL LANGUAGE ACADEMY

1970 Cinderella Lane, San José, CA 95116 Phone: 408-928-7100 Fax: 408-928-7101 Principal: Dr. Silvia T. Carrillo

BUSINESS OFFICE
RECEIVED
2022 APR 15 P 1:43

To: Board of Trustees

Fr: Adelante II Dual Language Academy

Date: April 14, 2022

Re: Arts Resource Grants Program - Philanthropic Ventures Foundation

Please accept the following donation from Arts Resource Grants Program - Philanthropic Ventures Foundation in the amount of $495 to be deposited into Adelante II's donation account. The funds will be used to purchase supplies for the 4th & 5th grade band program.

Thank you,

Dr. Silvia T. Carrillo
Principal

APTITUD COMMUNITY ACADEMY AT GOSS

2475 Van Winkle Lane
San José, CA 95116
(408) 928-7650 FAX (408) 928-7651

Rebecca Jensen, Principal ***Jose Cortez, Assistant Principal***

April 13, 2022

Alum Rock Union School District

Board of Trustees

2930 Gay Ave

San Jose, CA 95127

Dear Board of Trustees,

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

The Hugh Stuart Center Charitable Trust **$30,000.00** **Check #: 4430**

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

Please deposit into donation account: 060-9010-0-4300-00-1110-1000-000000-120-2110

Sincerely,

Rebecca Jensen
Principal

Sylvia Cassell Elementary School

1300 Tallahassee Dr.
San Jose, CA 95122

Office: (408) 928-7200 Fax: (408) 928-7201

Dr. Sandra Puerta-Sarmiento, Principal

BUSINESS OFFICE
RECEIVED
2022 APR -8 P 12:55

April 7, 2022
Alum Rock School District
Board of Trustees
2930 Gay Avenue
San Jose, CA. 95127

Dear Board of Trustees:

Please accept the following ArtsEd grant award funds for Board approval and deposit into our ArtsEd account:

Company/Sponsor(s) name	Amount
SCCOE	$500.00

We would like to thank SCCOE and SVCreates for their generous grant and continued support of our Musical Arts program.

Sincerely,

Dr. Sandra Puerta-Sarmiento

Joseph George Middle School

A Visual and Performing Arts Academy

"Where Arts and Academics Excel"

BUSINESS OFFICE
RECEIVED
2022 APR 15 P 1:43

Date: 04/14/22

To: Honorable Board Members
Alum Rock Union Elementary School District

From: Tara Bickford, Principal

Please accept the donation in the amount of $500.00 to be distributed to the Girls Soccer Team of Joseph George Middle School. This donation was received from SJWC Employees' Community Fund, Inc.

Thank you in advance for your approval.

Sincerely,

Tara Bickford
Principal
Joseph George Middle School

george.arusd.org
277 Mahoney Drive, San Jose, CA 95127
Phone- 408-928-7600 Fax- 408-928-7601
Tara Bickford, Principal

Joseph George Middle School

A Visual and Performing Arts Academy

"Where Arts and Academics Excel"

LEGISLATIVE OFFICE
RECEIVED
2022 APR -8 P 12: 54

Date: 04/07/22

To: Honorable Board Members
Alum Rock Union Elementary School District

From: Tara Bickford, Principal

Please accept the following items as a donation from DonorsChoose to be distributed to Ms. Rodriguez, Mr. Howard, and Ms. Ordaz's classrooms at Joseph George Middle School.

MS. RODRIGUEZ:

2 - Ace Creations 9 inch Poly Vinyl Spot Marker
1 - 3pk Exercise Dice Bundle with Fitness
2 - Lavatools KT3 Kitchen Timer & Stopwatch
3 - GoSports Portable Junio Size Cornhole Game
3 - Oojami Nylon Bean Bags Toy Assorted
2 - US Games Standard Hoops, 36 inch (pack of 12)
3 - Flag Football Belts Adult - Durable 14 play

MR. HOWARD:

1 - 24" Microfiber Wet Mop Pads (3)
1 - Wet Mop 24" Microfiber Mop Heavy Duty Floor
1 - 12pk White Athletic Sports Tape - 1.5
2 - Nosebleed Plugs 50/pk (1)
1 - Great Call Athletics / Wrestling Ankle Band
1 - Cramer Matt-Kleen All Purpose Disinfectant
1 - Meister Premium Mat Tape for Wrestling
- And some additional requested resources

george.arusd.org
277 Mahoney Drive San Jose, CA 95127
Phone- 408-928-7600 Fax- 408-928-7601
Tara Bickford, Principal

Joseph George Middle School

A Visual and Performing Arts Academy

"Where Arts and Academics Excel"

MS. ORDAZ:
1 - LC832 Natural Accents Cobblestone

Thank you in advance for your approval.

Sincerely,

Tara Bickford
Principal
Joseph George Middle School

george.arusd.org
277 Mahoney Drive San Jose, CA 95127
Phone- 408-928-7600 Fax- 408-928-7601
Tara Bickford, Principal

Linda Vista Elementary

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

BUSINESS OFFICE
RECEIVED
2022 APR -8 P 12:55

To: Alum Rock Union Elementary School District – Board of Trustees
From: Rigoberto Gomez Principal – Linda Vista
Re: Donation to Linda Vista
Date: April 5, 2022

Please place the acceptance of these donation`s from the Arts Ed Connect Grant Program, totaling $500.00 for Linda Vista, to be used on art supplies on the consent calendar for the next board meeting.

The donations are comprised of the following:

Barbara Garber - $500

Please deposit in donation account: 060-9010-0-4300-00-1110-1000-000000-020-2158

Thank you,

Rigoberto Gomez

Lyndale Elementary School

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

BUSINESS OFFICE
RECEIVED
2022 APR -7 A 11:51

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

Ms. Kasturi Basu, Principal
Ms. Magdalena Grimaldo, School Secretary
FAX 408 928-7901

April 5, 2022

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donation for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used For:**
SCCOE/Arts Ed Grant	$500.00	Art Supplies
Total Amount of Donations:	**$500.00**	

Sincerely,

Kasturi Basu

Kasturi Basu, Principal

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue **San José, CA 95127** **Phone: 408•928•6847** **Fax: 408 928-6445**

Date: April 15, 2022

To: Dr. Hilaria Bauer, Superintendent
Honorable Board Members,
Alum Rock Union Elementary School District

From: Pablo Fiene

Re: ArtsEd Grant for Sally Skapinsky

Please accept a generous donation from Santa Clara County Office of Education and SVCreates ArtsEd Connect Educator.

Please accept a donation check in the amount of $500 from SSCOE. This money will go towards the purchase of materials and supplies for Ms. Skapinsky's classroom garden. Please deposit the check into the following account: 060-9010-0-4300-00-1110-1000-000000-040-2110.

Thank you in advance for your approval.

Pablo Fiene
Principal of McCollam Elementary

Hilaria Bauer, Superintendent

PAINTER ELEMENTARY SCHOOL

500 Rough & Ready Road San Jose, CA 95133 (408) 928-8400 Fax: (408) 928-8401

April 7, 2022

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

Dear Board Members:

Please accept the following donation check made to Ben Painter Elementary School from:

Santa Clara County Office of Ed	$500.00	Check #90186314

The donation to our school is for Ms. Moyoli's class for the awarded art grant projects. The funds will be used for any art related activities, material or equipment. Thank you in advance for your approval of these funds.

BUSINESS OFFICE
RECEIVED
2022 APR 14 P 2:44

Sincerely,

Mr. Joseph Manluco
Principal

/sna

Attachment

Renaissance Academy of Arts, Science, and Social Justice
1720 Hopkins Dr. ♦ San Jose, Ca. 95122 ♦ Phone: (408) 928-1950 ♦ Fax: (408) 928-1951

BUSINESS OFFICE
RECEIVED
2022 APR -4 P 2:56

March 30, 2022

Alum Rock School District
Board of Trustees
2930 Gay Ave.
San Jose, Ca. 95127

Dear Board of Trustees:

Please accept the following Donation for Board approval:

Company/ Sponsor(s) Name	Amount	To Be Used For
Hillcresters	**$1000.00**	**To be used for students activities, ie: Field Trips, classroom supplies, and student's special events**

Total Amount of Donations: $1000.00
Please credit account#060-9010-0-4300-00-1110-2700-000000-290-2110

We would like to thank this **Organization** for their support in providing our students' with the tools to ensure a successful academic year at the Renaissance Academy.

Sincerely,

Doug Kleinhenz – School Principal

10.02

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: April 29, 2022

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated May 12, 2022.

Recommendation: Staff recommends approval of these fundraising event requests.

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

To the Board of Trustees: Meeting: May 12, 2022
Regular Board Meeting

Recommend Approval

10.02
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
May 12, 2022

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Russo/McEntee Academy	Leis' Sales	ASB	04/04/22-06/10/22

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Russo/McEntee Academy Date: 03/30/22

Description of Event: Type Leis Sale Vendor _____

Purpose for Event: Raise money for school garden, Sports program Kinder & 5th grade promotion and School Vision.

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

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

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

Proposed Date(s) of Event: 04/04 - 06/10 Time of Event: During & After School (pre order

Contact Person: Tanu Kowi

Location of Proposed Activity: pre order forms & distribution to the classroom

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

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

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

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: Tanu Kowi Signature 03/30/22 Date

Reviewed by Business Services: Maria Neut Date: 4/8/2022

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

10.03

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: May 2, 2022

Subject: **Vendor & Payroll Warrants**

Staff Analysis: Summary of Vendor and Payroll Warrants issued during April month of Fiscal Year 2021/2022.

Total of vendor warrants	$	4,484,928.38
Total of payroll warrants	$	5,566,190.54
Total	**$**	**10,051,118.92**

Recommendation: Staff recommends approval of the Vendor & Payroll Warrants for the month of April 2022.

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

To the Board of Trustees: Meeting: May 12, 2022
Regular Board Meeting

Recommend Approval

10.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

April 2022

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$2,456,638.48
120	Child Development Fund	$55,681.78
130	Cafeteria Fund	$405,841.48
140	Deferred Maintenance Fund	$32,568.00
210	Building Fund	$168,069.22
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	$1,358,077.31
	Subtotal	**$4,476,876.27**
088	Student Body Fund	$8,052.11
	Total Vendor Warrants	**$4,484,928.38**

PAYROLL WARRANTS	
10th of the month	$1,502,827.57
EOM Payroll	$4,060,293.61
Manual Checks	$3,069.36
Void Checks	$0.00
Total Payroll Warrants	**$5,566,190.54**
Grand Total All Warrants	**$10,051,118.92**

	From		To
AP Warrants used #	4012013	-	4012469
Payroll Direct Deposit Pay Stub used #	4735415	-	4737061
Payroll Checks used #	4403314	-	4403484

AP Check Register - Pivot Table Summary by Vendor
April 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
4IMPRINT INC.	4/8/2022	4012069	010	$ 3,551.50
		4012109	010	$ 5,085.11
	4/15/2022	4012174	060	$ 1,538.02
	4/27/2022	4012386	010	$ 563.37
4IMPRINT INC. Total				**$ 10,738.00**
ACE EMPOWER ACADEMY	4/8/2022	4012110	010	$ 12,997.00
ACE EMPOWER ACADEMY Total				**$ 12,997.00**
ACHIEVE KIDS	4/8/2022	4012070	080	$ 37,399.00
ACHIEVE KIDS Total				**$ 37,399.00**
ADVERTISERS DIRECT INC	4/15/2022	4012175	010	$ 11,510.00
ADVERTISERS DIRECT INC Total				**$ 11,510.00**
AIR FILTER/CONTROL	4/22/2022	4012314	060	$ 18,923.19
AIR FILTER/CONTROL Total				**$ 18,923.19**
ALAN CHEUNG	4/18/2022	4012218	010	$ 214.10
ALAN CHEUNG Total				**$ 214.10**
ALETTE M. C. BROOKS	4/21/2022	4012283	080	$ 7,750.00
	4/29/2022	4012432	080	$ 10,750.00
ALETTE M. C. BROOKS Total				**$ 18,500.00**
ALEXIS PARDO	4/21/2022	4012305	080	$ 51.48
ALEXIS PARDO Total				**$ 51.48**
ALIA	4/18/2022	4012219	060	$ 6,909.09
ALIA Total				**$ 6,909.09**
ALICE Y. TAM	4/8/2022	4012136	010	$ 822.06
ALICE Y. TAM Total				**$ 822.06**
ALLIANCE FOR YOUTH ACHIEVEMENT	4/29/2022	4012455	010	$ 30.00
ALLIANCE FOR YOUTH ACHIEVEMENT Total				**$ 30.00**
ALLIED REFRIGERATION INC.	4/15/2022	4012198	050	$ 598.27
	4/25/2022	4012359	050	$ 1,000.62
ALLIED REFRIGERATION INC. Total				**$ 1,598.89**
ALPHA BLANCA ALVARADO(ALPHA1)	4/8/2022	4012111	010	$ 45,338.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				**$ 45,338.00**
ALPHA JOSE HERNANDEZ (ALPHA	4/8/2022	4012112	010	$ 27,084.00
ALPHA JOSE HERNANDEZ (ALPHA Total				**$ 27,084.00**
ALUM ROCK #305	4/29/2022	4012456	010	$ 428.00
ALUM ROCK #305 Total				**$ 428.00**
ALUM ROCK ADMINISTRATORS ASSOC	4/29/2022	4012457	010	$ 525.00
ALUM ROCK ADMINISTRATORS ASSOC Total				**$ 525.00**
AMAZON WEB SERVICES INC.	4/8/2022	4012026	010	$ 547.31
AMAZON WEB SERVICES INC. Total				**$ 547.31**
AMAZON.COM LLC	4/8/2022	4012027	060	$ 269.60
		4012071	010	$ 202.48
			060	$ 5,046.74
	4/18/2022	4012220	010	$ 1,728.85
			060	$ 437.20
	4/21/2022	4012248	010	$ 215.07
		4012270	010	$ 369.52
	4/22/2022	4012322	010	$ 288.08

AP Check Register - Pivot Table Summary by Vendor
April 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
AMAZON.COM LLC	44673	4012346	060	$ 487.03
	4/27/2022	4012375	010	$ 196.92
		4012382	010	$ 1,336.95
			060	$ 650.60
		4012394	010	$ 8.19
			060	$ 563.19
	4/29/2022	4012424	010	$ 780.78
AMAZON.COM LLC Total				**$ 12,581.20**
AMERICAN FIDELITY ASSURANCE	4/29/2022	4012458	010	$ 14,030.00
AMERICAN FIDELITY ASSURANCE Total				**$ 14,030.00**
AMERICAN FIDELITY ASSURANCE CO	4/29/2022	4012459	010	$ 28,738.40
AMERICAN FIDELITY ASSURANCE CO Total				**$ 28,738.40**
AMRITA DHALIWAL	4/8/2022	4012013	060	$ 43.83
AMRITA DHALIWAL Total				**$ 43.83**
AMY ELIZABETH RODRIGUES	4/8/2022	4012113	010	$ 19.31
AMY ELIZABETH RODRIGUES Total				**$ 19.31**
ANDRE BOUDIN BAKERIES	4/8/2022	4012028	060	$ 371.74
ANDRE BOUDIN BAKERIES Total				**$ 371.74**
APPLE INC.	4/15/2022	4012199	080	$ 500.00
	4/25/2022	4012354	010	$ 75.47
	4/27/2022	4012387	060	$ 3,524.06
APPLE INC. Total				**$ 4,099.53**
ARAMARK UNIFORM & CAREER	4/15/2022	4012170	130	$ 1,982.00
ARAMARK UNIFORM & CAREER Total				**$ 1,982.00**
ARENA STUART RENTALS INC	4/18/2022	4012221	010	$ 2,264.25
ARENA STUART RENTALS INC Total				**$ 2,264.25**
ASSOCIATION OF CALIFORNIA	4/29/2022	4012460	010	$ 2,986.65
ASSOCIATION OF CALIFORNIA Total				**$ 2,986.65**
AT&T	4/15/2022	4012168	010	$ 3,472.67
	4/21/2022	4012284	010	$ 817.79
	4/29/2022	4012425	010	$ 22.87
AT&T Total				**$ 4,313.33**
AXIOM COMMUNICATIONS SYSTEMS	4/27/2022	4012400	050	$ 4,440.15
AXIOM COMMUNICATIONS SYSTEMS Total				**$ 4,440.15**
A-Z BUS SALES INC	4/22/2022	4012332	010	$ 91.55
A-Z BUS SALES INC Total				**$ 91.55**
BALCO HOLDINGS INC	4/29/2022	4012426	010	$ 96,210.62
		4012441	010	$ 2,364.76
		4012453	010	$ 640.42
BALCO HOLDINGS INC Total				**$ 99,215.80**
BARBARA JOAN FAIRHURST	4/8/2022	4012114	010	$ 822.06
BARBARA JOAN FAIRHURST Total				**$ 822.06**
BARTOLO AND LUZ AVALOS	4/29/2022	4012433	010	$ 214.10
BARTOLO AND LUZ AVALOS Total				**$ 214.10**
BAUDVILLE	4/8/2022	4012047	010	$ 305.30
	4/21/2022	4012249	010	$ 139.96
BAUDVILLE Total				**$ 445.26**

AP Check Register - Pivot Table Summary by Vendor
April 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
BAY AREA FLOOR MACHINE	4/8/2022	4012099	010	$ 647.29
	4/25/2022	4012360	010	$ 45.00
BAY AREA FLOOR MACHINE Total				$ 692.29
BENCHMARK EDUCATION COMPANY	4/18/2022	4012222	120	$ 11,046.88
BENCHMARK EDUCATION COMPANY Total				$ 11,046.88
BIANCA ORTIZ	4/29/2022	4012434	080	$ 74.07
BIANCA ORTIZ Total				$ 74.07
BIOMETRICS4ALL INC.	4/8/2022	4012048	010	$ 12.00
BIOMETRICS4ALL INC. Total				$ 12.00
BLICK ART MATERIALS LLC	4/18/2022	4012223	060	$ 671.71
	4/29/2022	4012435	060	$ 1,667.09
BLICK ART MATERIALS LLC Total				$ 2,338.80
BLUETRITION BRANDS INC.	4/29/2022	4012454	010	$ 601.14
			080	$ 58.87
BLUETRITION BRANDS INC. Total				$ 660.01
BOSCO CONSTRUCTION SERVICES	4/21/2022	4012250	050	$ 5,460.94
BOSCO CONSTRUCTION SERVICES Total				$ 5,460.94
BRAINPOP LLC.	4/18/2022	4012224	010	$ 175.00
BRAINPOP LLC. Total				$ 175.00
BRIDGE WIRELESS INC	4/27/2022	4012395	010	$ 504.19
BRIDGE WIRELESS INC Total				$ 504.19
BRYAN RIOS	4/22/2022	4012339	010	$ 412.33
BRYAN RIOS Total				$ 412.33
CALIFORNIA ASSOCIATION FOR	4/27/2022	4012396	010	$ 265.00
CALIFORNIA ASSOCIATION FOR Total				$ 265.00
CALIFORNIA CONSULTING INC	4/8/2022	4012072	010	$ 9,000.00
CALIFORNIA CONSULTING INC Total				$ 9,000.00
CALIFORNIA DEPARTMENT OF	4/15/2022	4012215	010	$ 145.07
			060	$ 138.28
			080	$ 29.77
			130	$ 286.88
CALIFORNIA DEPARTMENT OF Total				$ 600.00
CALIFORNIA SPORT DESIGN	4/27/2022	4012397	130	$ 1,011.72
CALIFORNIA SPORT DESIGN Total				$ 1,011.72
CALIFORNIA UNITED MECHANICAL,	4/21/2022	4012251	140	$ 32,568.00
CALIFORNIA UNITED MECHANICAL, Total				$ 32,568.00
CAL-STEAM INC.	4/8/2022	4012100	050	$ 439.95
	4/15/2022	4012200	050	$ 81.42
	4/22/2022	4012323	050	$ 441.30
CAL-STEAM INC. Total				$ 962.67
CALVIN JOHNSON	4/22/2022	4012340	010	$ 106.40
CALVIN JOHNSON Total				$ 106.40
CANON FINANCIAL SERVICES INC.	4/15/2022	4012201	060	$ 140.00
	4/21/2022	4012278	010	$ 2,929.82
			060	$ 1,991.74
			050	$ 8.00
			080	$ 127.97

AP Check Register - Pivot Table Summary by Vendor
April 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
CANON FINANCIAL SERVICES INC. Total				$ 5,197.53
CARLOS C TRIPODI	4/8/2022	4012029	010	$ 54.41
CARLOS C TRIPODI Total				$ 54.41
CELLCO PARTNERSHIP	4/8/2022	4012137	010	$ 4,967.25
	4/21/2022	4012252	060	$ 22.74
CELLCO PARTNERSHIP Total				$ 4,989.99
CENGAGE LEARNING INC	4/15/2022	4012202	060	$ 721.89
	4/29/2022	4012427	060	$ 7,200.71
CENGAGE LEARNING INC Total				$ 7,922.60
CHRISTOPHER PHAN	4/8/2022	4012115	010	$ 52.65
CHRISTOPHER PHAN Total				$ 52.65
CINTAS CORPORATION	4/8/2022	4012101	010	$ 837.04
			050	$ 169.04
	4/22/2022	4012315	010	$ 435.21
			050	$ 89.02
	4/29/2022	4012443	010	$ 857.89
			050	$ 173.54
CINTAS CORPORATION Total				$ 2,561.74
CITY OF SAN JOSE	4/22/2022	4012333	060	$ 25,463.05
CITY OF SAN JOSE Total				$ 25,463.05
CITY YEAR INC.	4/22/2022	4012341	010	$ 67,765.86
			060	$ 271,563.44
CITY YEAR INC. Total				$ 339,329.30
COAST DESIGNS	4/29/2022	4012412	010	$ 616.90
			060	$ 544.98
			088	$ 1,473.53
COAST DESIGNS Total				$ 2,635.41
CONSORTIUM ON REACHING	4/29/2022	4012418	060	$ 21,033.36
CONSORTIUM ON REACHING Total				$ 21,033.36
CORNEJOS CATERING INC	4/12/2022	4012151	060	$ 3,430.83
CORNEJOS CATERING INC Total				$ 3,430.83
COUNTY BUILDING MATERIALS INC.	4/8/2022	4012102	050	$ 158.99
COUNTY BUILDING MATERIALS INC. Total				$ 158.99
CROWN CASTLE INTERNATIONAL	4/8/2022	4012138	010	$ 1,783.52
CROWN CASTLE INTERNATIONAL Total				$ 1,783.52
CSEA VICTORY CLUB	4/29/2022	4012461	010	$ 42.00
CSEA VICTORY CLUB Total				$ 42.00
CUMMING MANAGEMENT GROUP INC	4/21/2022	4012285	210	$ 62,293.75
CUMMING MANAGEMENT GROUP INC Total				$ 62,293.75
CURRICULUM ASSOCIATES LLC	4/8/2022	4012073	060	$ 273.78
CURRICULUM ASSOCIATES LLC Total				$ 273.78
CYNDI MACDONALD	4/8/2022	4012014	060	$ 100.63
CYNDI MACDONALD Total				$ 100.63
DANIEL SANCHEZ	4/8/2022	4012030	060	$ 4,000.00
		4012049	060	$ 4,000.00
		4012116	060	$ 857.15
	4/15/2022	4012203	010	$ 3,000.00

AP Check Register - Pivot Table Summary by Vendor
April 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
DANIEL SANCHEZ	4/15/2022	4012203	060	$ 1,000.00
	4/18/2022	4012225	060	$ 1,000.00
	4/21/2022	4012253	060	$ 1,000.00
	4/27/2022	4012376	060	$ 857.15
DANIEL SANCHEZ Total				$ 15,714.30
DANNIS WOLIVER KELLY	4/8/2022	4012074	010	$ 6,143.00
	4/29/2022	4012436	010	$ 1,250.00
DANNIS WOLIVER KELLY Total				$ 7,393.00
DAYLIGHT FOODS INC	4/21/2022	4012279	130	$ 31,057.26
DAYLIGHT FOODS INC Total				$ 31,057.26
DELL MARKETING L.P.	4/8/2022	4012031	010	$ 4,515.20
		4012075	010	$ 1,114.54
	4/18/2022	4012226	060	$ 545.19
DELL MARKETING L.P. Total				$ 6,174.93
DELTA DENTAL	4/11/2022	4012146	670	$ 928.26
	4/29/2022	4012419	670	$ 876.69
DELTA DENTAL Total				$ 1,804.95
DOLORES QUINTERO	4/27/2022	4012377	010	$ 20.00
DOLORES QUINTERO Total				$ 20.00
DRAKE, KAYLA	4/8/2022	4012015	010	$ 98.66
DRAKE, KAYLA Total				$ 98.66
DSA - OFFICE OF REGULATORY	4/18/2022	4012243	210	$ 500.00
		4012244	210	$ 500.00
		4012245	210	$ 500.00
		4012246	210	$ 500.00
		4012247	210	$ 500.00
DSA - OFFICE OF REGULATORY Total				$ 2,500.00
E.L. ACHIEVE INC.	4/8/2022	4012032	060	$ 377.78
E.L. ACHIEVE INC. Total				$ 377.78
EARTH'S BIRTHDAY PROJECT	4/21/2022	4012286	060	$ 79.80
EARTH'S BIRTHDAY PROJECT Total				$ 79.80
EAST BAY RESTAURANT SUPPLY INC	4/27/2022	4012398	130	$ 17,569.55
EAST BAY RESTAURANT SUPPLY INC Total				$ 17,569.55
EDGES ELECTRICAL GROUP LLC	4/25/2022	4012361	050	$ 618.28
EDGES ELECTRICAL GROUP LLC Total				$ 618.28
EINSTEIN NOAH RESTAURANT	4/21/2022	4012287	010	$ 497.58
	4/27/2022	4012401	010	$ 120.45
EINSTEIN NOAH RESTAURANT Total				$ 618.03
ENTOURAGE IMAGING INC.	4/8/2022	4012076	088	$ 670.85
ENTOURAGE IMAGING INC. Total				$ 670.85
ERIN DEVINE	4/8/2022	4012077	080	$ 22,425.00
ERIN DEVINE Total				$ 22,425.00
EVELYN H LOUGHRAN	4/8/2022	4012016	010	$ 113.61
EVELYN H LOUGHRAN Total				$ 113.61
EVERGREEN ELEMENTARY SCHOOL	4/18/2022	4012227	010	$ 374.65
EVERGREEN ELEMENTARY SCHOOL Total				$ 374.65
FEDERAL EXPRESS	4/8/2022	4012078	010	$ 97.47

AP Check Register - Pivot Table Summary by Vendor
April 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
FEDERAL EXPRESS	4/21/2022	4012288	010	$ 75.23
	4/29/2022	4012428	010	$ 51.00
FEDERAL EXPRESS Total				$ 223.70
FIRST BOOK	4/8/2022	4012129	060	$ 4,108.88
FIRST BOOK Total				$ 4,108.88
FOLEY & SONS INC	4/8/2022	4012033	010	$ 214.12
			060	$ 147.24
	4/18/2022	4012228	010	$ 43.68
	4/21/2022	4012254	060	$ 99.38
FOLEY & SONS INC Total				$ 504.42
FOSTER DAIRY FARMS	4/21/2022	4012280	130	$ 71,710.42
FOSTER DAIRY FARMS Total				$ 71,710.42
FROG ENV. INC	4/22/2022	4012334	010	$ 574.00
FROG ENV. INC Total				$ 574.00
GARCIA, BENJAMIN L.	4/18/2022	4012229	010	$ 206.18
GARCIA, BENJAMIN L. Total				$ 206.18
GARDA CL WEST	4/21/2022	4012306	130	$ 295.70
	4/25/2022	4012355	130	$ 13.69
GARDA CL WEST Total				$ 309.39
GEORGESCO, DAN G.	4/22/2022	4012342	010	$ 214.10
GEORGESCO, DAN G. Total				$ 214.10
GKS EDUCATION LLC	4/15/2022	4012176	060	$ 8,453.00
GKS EDUCATION LLC Total				$ 8,453.00
GOLD STAR FOODS	4/21/2022	4012281	130	$ 258,160.35
GOLD STAR FOODS Total				$ 258,160.35
GOMEZ, RIGOBERTO	4/21/2022	4012289	010	$ 306.23
GOMEZ, RIGOBERTO Total				$ 306.23
GREAT LAKES SPORTS	4/29/2022	4012446	088	$ 1,910.77
GREAT LAKES SPORTS Total				$ 1,910.77
GROTH MUSIC	4/8/2022	4012079	010	$ 229.02
GROTH MUSIC Total				$ 229.02
GUENDULAIN, VICTOR A.	4/21/2022	4012290	010	$ 499.00
GUENDULAIN, VICTOR A. Total				$ 499.00
HAPARA INC.	4/21/2022	4012291	060	$ 841.50
HAPARA INC. Total				$ 841.50
HAZEL DELA CRUZ	4/8/2022	4012050	080	$ 143.33
HAZEL DELA CRUZ Total				$ 143.33
HOME DEPOT U.S.A. INC.	4/8/2022	4012103	050	$ 5,164.63
		4012104	010	$ 5,808.66
	4/15/2022	4012204	010	$ 4,017.26
	4/18/2022	4012240	060	$ 845.47
	4/21/2022	4012255	010	$ 1,122.35
	4/22/2022	4012320	010	$ 3,287.61
	4/25/2022	4012362	010	$ 2,895.26
		4012363	010	$ 87.99
	4/27/2022	4012378	010	$ 213.61
		4012402	060	$ 186.00

AP Check Register - Pivot Table Summary by Vendor
April 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
HOME DEPOT U.S.A. INC. Total			$	23,628.84
HORIZON DISTRIBUTORS INC	4/8/2022	4012105 050	$	195.32
	4/15/2022	4012205 050	$	2,480.76
HORIZON DISTRIBUTORS INC Total			$	2,676.08
HUYNH, LAP D. AND	4/15/2022	4012177 010	$	214.10
HUYNH, LAP D. AND Total			$	214.10
ICONIX WATERWORKS (US) INC.	4/15/2022	4012206 050	$	169.70
ICONIX WATERWORKS (US) INC. Total			$	169.70
IDN INC	4/15/2022	4012207 050	$	413.45
IDN INC Total			$	413.45
IMAGINE LEARNING LLC	4/8/2022	4012034 060	$	109.38
	4/29/2022	4012413 060	$	3,630.00
IMAGINE LEARNING LLC Total			$	3,739.38
INTERNATIONAL ASSOCIATION FOR	4/8/2022	4012130 060	$	750.00
		4012139 060	$	400.00
INTERNATIONAL ASSOCIATION FOR Total			$	1,150.00
IT MANAGEMENT CORPORATION	4/8/2022	4012140 010	$	7,272.67
IT MANAGEMENT CORPORATION Total			$	7,272.67
ITSAVVY LLC	4/8/2022	4012035 010	$	12,844.18
		060	$	2,029.78
		4012080 010	$	1,820.49
	4/15/2022	4012208 060	$	6,668.12
	4/18/2022	4012230 010	$	1,505.36
		060	$	4,712.19
	4/21/2022	4012271 010	$	499.17
		060	$	2,495.83
		4012292 010	$	1,878.86
	4/25/2022	4012356 060	$	429.85
	4/27/2022	4012371 060	$	6,471.15
		4012388 010	$	149.89
ITSAVVY LLC Total			$	41,504.87
JACQUIE SAPORITO	4/8/2022	4012117 010	$	398.95
JACQUIE SAPORITO Total			$	398.95
JAMES CARVALHO	4/8/2022	4012141 010	$	214.10
JAMES CARVALHO Total			$	214.10
JEANS PALACE INC.	4/21/2022	4012293 060	$	247.33
JEANS PALACE INC. Total			$	247.33
JESSE M SERNA	4/22/2022	4012347 010	$	7,747.70
	4/27/2022	4012403 010	$	5,123.85
JESSE M SERNA Total			$	12,871.55
JESSICA MAE LIVOTI	4/21/2022	4012264 060	$	40.35
JESSICA MAE LIVOTI Total			$	40.35
JOHN E BURK	4/8/2022	4012017 010	$	16.89
JOHN E BURK Total			$	16.89
JOHN F. FONT PHD & ASSOCIATES	4/8/2022	4012051 080	$	7,392.00
JOHN F. FONT PHD & ASSOCIATES Total			$	7,392.00
JONES SCHOOL SUPPLY CO. INC.	4/8/2022	4012036 010	$	103.80

AP Check Register - Pivot Table Summary by Vendor
April 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
JONES SCHOOL SUPPLY CO. INC. Total			**$**	**103.80**
JOURNEYED.COM INC.	4/18/2022	4012231	060	$ 2,185.31
JOURNEYED.COM INC. Total			**$**	**2,185.31**
JULIA N BARGAS	4/21/2022	4012307	060	$ 101.42
JULIA N BARGAS Total			**$**	**101.42**
KAISER	4/15/2022	4012216	670	$ 180,580.97
	4/29/2022	4012420	670	$ 261.00
KAISER Total			**$**	**180,841.97**
KAISER PERMANENTE	4/29/2022	4012421	670	$ 412.66
KAISER PERMANENTE Total			**$**	**412.66**
KAPLAN EARLY LEARNING COMPANY	4/27/2022	4012389	080	$ 186.25
KAPLAN EARLY LEARNING COMPANY Total			**$**	**186.25**
KARI ELIZABETH ROEMER	4/8/2022	4012118	010	$ 252.77
KARI ELIZABETH ROEMER Total			**$**	**252.77**
KASTURI BASU	4/21/2022	4012294	010	$ 151.86
		4012308	060	$ 308.69
KASTURI BASU Total			**$**	**460.55**
KEENAN & ASSOCIATES	4/29/2022	4012422	670	$ 116,589.00
KEENAN & ASSOCIATES Total			**$**	**116,589.00**
KELLY SPICERS INC	4/8/2022	4012081	010	$ 360.94
KELLY SPICERS INC Total			**$**	**360.94**
KEVIN DAVID WEBSTER	4/8/2022	4012052	080	$ 101.80
KEVIN DAVID WEBSTER Total			**$**	**101.80**
KIPP HEARTWOOD ACADEMY	4/8/2022	4012119	010	$ 50,454.00
KIPP HEARTWOOD ACADEMY Total			**$**	**50,454.00**
KIPP PRIZE PREPARATORY ACADEMY	4/8/2022	4012120	010	$ 42,468.00
KIPP PRIZE PREPARATORY ACADEMY Total			**$**	**42,468.00**
KLEENSLATE LP	4/21/2022	4012272	060	$ 2,595.45
KLEENSLATE LP Total			**$**	**2,595.45**
KOLVIRA CHHENG	4/27/2022	4012379	010	$ 138.06
KOLVIRA CHHENG Total			**$**	**138.06**
LAKESHORE EQUIPMENT COMPANY	4/8/2022	4012082	010	$ 764.97
	4/21/2022	4012273	010	$ 509.47
			060	$ 1,676.57
		4012295	010	$ 299.54
			060	$ 234.77
	4/27/2022	4012383	010	$ 106.98
			060	$ 367.39
		4012390	010	$ 437.51
	4/29/2022	4012447	060	$ 6,945.72
		4012452	010	$ 1,047.36
			060	$ 5,566.18
LAKESHORE EQUIPMENT COMPANY Total			**$**	**17,956.46**
LALA, TAPAN	4/21/2022	4012256	010	$ 214.10
LALA, TAPAN Total			**$**	**214.10**
LATINO FAMILY LITERACYTHE	4/8/2022	4012037	060	$ 2,351.56
LATINO FAMILY LITERACYTHE Total			**$**	**2,351.56**

AP Check Register - Pivot Table Summary by Vendor
April 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
LATOYA DOMINIQUE CENTENO	4/29/2022	4012468	010	$ 253.12
LATOYA DOMINIQUE CENTENO Total				$ 253.12
LAURA KREPELKA	4/8/2022	4012131	060	$ 233.51
LAURA KREPELKA Total				$ 233.51
LDP INC	4/8/2022	4012083	060	$ 1,718.49
LDP INC Total				$ 1,718.49
LEANNE M. DAMIANI	4/8/2022	4012121	010	$ 214.10
LEANNE M. DAMIANI Total				$ 214.10
LISA DEBORAH OVERHOLT	4/21/2022	4012265	088	$ 16.92
		4012309	060	$ 53.57
LISA DEBORAH OVERHOLT Total				$ 70.49
LITTLE HEROES INC.	4/8/2022	4012122	010	$ 1,200.00
			060	$ 4,100.00
	4/15/2022	4012178	010	$ 4,920.00
			060	$ 680.00
	4/18/2022	4012232	010	$ 6,150.00
			060	$ 7,350.00
	4/21/2022	4012296	010	$ 2,800.00
			060	$ 8,400.00
LITTLE HEROES INC. Total				$ 35,600.00
LOGO LOCKER LLC	4/8/2022	4012132	010	$ 840.00
	4/15/2022	4012179	010	$ 1,573.36
LOGO LOCKER LLC Total				$ 2,413.36
LOWES COMPANIES INC.	4/21/2022	4012257	050	$ 116.87
	4/22/2022	4012317	050	$ 346.74
LOWES COMPANIES INC. Total				$ 463.61
LOWE'S COMPANIES, INC.	4/22/2022	4012316	050	$ 313.80
LOWE'S COMPANIES, INC. Total				$ 313.80
LUX BUS AMERICA CO.	4/29/2022	4012423	060	$ 1,849.30
LUX BUS AMERICA CO. Total				$ 1,849.30
MAGDALENA GRIMALDO	4/8/2022	4012123	010	$ 74.48
MAGDALENA GRIMALDO Total				$ 74.48
MAI XUAN HA	4/21/2022	4012310	060	$ 128.28
MAI XUAN HA Total				$ 128.28
MANSON WESTERN LLC	4/22/2022	4012324	080	$ 505.33
	4/27/2022	4012404	080	$ 1,012.79
MANSON WESTERN LLC Total				$ 1,518.12
MARIA CARMINA OROZCO	4/8/2022	4012124	010	$ 153.86
MARIA CARMINA OROZCO Total				$ 153.86
MARIA E MOYOLI	4/29/2022	4012437	060	$ 499.21
MARIA E MOYOLI Total				$ 499.21
MARIA E. BENTO	4/27/2022	4012405	010	$ 822.06
MARIA E. BENTO Total				$ 822.06
MARILU BELMAN	4/8/2022	4012053	060	$ 49.22
MARILU BELMAN Total				$ 49.22
MARK L. FARNELL	4/8/2022	4012084	670	$ 474.57
MARK L. FARNELL Total				$ 474.57

AP Check Register - Pivot Table Summary by Vendor
April 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
MATTHEW SMITH	4/27/2022	4012406	010	$ 61.00
MATTHEW SMITH Total				$ 61.00
MATTHEW WARNER	4/29/2022	4012438	010	$ 183.51
MATTHEW WARNER Total				$ 183.51
MAXIM HEALTHCARE SERVICES	4/8/2022	4012054	080	$ 34,319.50
		4012085	010	$ 5,430.00
	4/15/2022	4012209	010	$ 10,020.00
	4/18/2022	4012241	080	$ 126,272.75
	4/27/2022	4012380	010	$ 1,800.00
MAXIM HEALTHCARE SERVICES Total				$ 177,842.25
MCKINLEY ELEVATOR CORPORATION	4/21/2022	4012258	050	$ 200.00
MCKINLEY ELEVATOR CORPORATION Total				$ 200.00
MERIAM M QUIATCHON	4/21/2022	4012266	088	$ 27.32
MERIAM M QUIATCHON Total				$ 27.32
METLIFE SMALL MARKET	4/11/2022	4012147	010	$ 2,062.74
METLIFE SMALL MARKET Total				$ 2,062.74
MICHELLE MATRO WRIGHT	4/8/2022	4012018	060	$ 38.07
MICHELLE MATRO WRIGHT Total				$ 38.07
MID AMERICA ADMINISTRATION	4/29/2022	4012462	010	$ 9,987.10
MID AMERICA ADMINISTRATION Total				$ 9,987.10
MIKES SHY NON SHIRTS INC.	4/21/2022	4012311	010	$ 1,446.48
MIKES SHY NON SHIRTS INC. Total				$ 1,446.48
MIN, MAUNG MYO & FRANK M &	4/27/2022	4012407	010	$ 214.10
MIN, MAUNG MYO & FRANK M & Total				$ 214.10
MKO AUTO SERVICE INC.	4/25/2022	4012364	050	$ 1,906.57
MKO AUTO SERVICE INC. Total				$ 1,906.57
MONICA TURREY KORTEN	4/8/2022	4012125	010	$ 89.29
MONICA TURREY KORTEN Total				$ 89.29
MUS VIL INC.	4/8/2022	4012038	010	$ 854.22
		4012086	010	$ 2,342.55
MUS VIL INC. Total				$ 3,196.77
MYSTERY SCIENCE INC.	4/29/2022	4012442	060	$ 1,325.00
MYSTERY SCIENCE INC. Total				$ 1,325.00
NADIA G MIRANDA	4/8/2022	4012055	130	$ 54.44
	4/15/2022	4012180	130	$ 19.31
NADIA G MIRANDA Total				$ 73.75
NANCY ANN HADDOX	4/21/2022	4012259	010	$ 627.81
NANCY ANN HADDOX Total				$ 627.81
NATIONAL YOUTH LEADERSHIP	4/29/2022	4012414	060	$ 1,377.50
NATIONAL YOUTH LEADERSHIP Total				$ 1,377.50
NEARPOD INC.	4/15/2022	4012181	060	$ 3,250.00
NEARPOD INC. Total				$ 3,250.00
NERELYN HERNANDEZ	4/8/2022	4012019	010	$ 297.72
NERELYN HERNANDEZ Total				$ 297.72
NEXTEL OF CALIFORNIA INC.	4/8/2022	4012142	010	$ 2,335.88
	4/15/2022	4012182	010	$ 2,336.72
NEXTEL OF CALIFORNIA INC. Total				$ 4,672.60

AP Check Register - Pivot Table Summary by Vendor
April 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
OFFICE DEPOT	**4/8/2022**	4012062	010	$ 856.82
		4012063	010	$ 851.91
		4012064	010	$ 598.96
		4012065	010	$ 493.97
			060	$ 36.31
		4012066	010	$ 259.50
			060	$ 2,467.51
	4/15/2022	4012152	010	$ 82.76
			060	$ 1,646.19
			050	$ 506.93
			130	$ 8.25
		4012153	010	$ 452.47
			060	$ 229.47
			050	$ 8.76
		4012154	010	$ 1,734.39
		4012155	010	$ 455.76
			080	$ 831.20
			120	$ 238.32
		4012156	010	$ 1,092.92
		4012157	010	$ 612.75
		4012158	010	$ 638.22
		4012159	010	$ 560.84
		4012160	010	$ 452.82
		4012161	010	$ 559.45
		4012162	010	$ 592.62
			060	$ 32.81
		4012163	010	$ 1,129.68
		4012164	010	$ 877.39
		4012165	010	$ 295.19
			670	$ 53.14
			130	$ 351.10
		4012166	010	$ 1,007.20
			120	$ 400.15
		4012167	010	$ 533.69
			060	$ 160.04
		4012169	010	$ 2,489.39
		4012172	010	$ 955.90
		4012173	010	$ 1,031.24
		4012196	010	$ 1,348.83
		4012214	010	$ 826.25
			120	$ 84.83
	4/27/2022	4012368	010	$ 569.99
			060	$ 87.29
		4012369	010	$ 1,525.90
		4012370	010	$ 1,252.90
	4/29/2022	4012410	010	$ 878.71
		4012411	010	$ 514.21

AP Check Register - Pivot Table Summary by Vendor
April 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
OFFICE DEPOT	4/29/2022	4012416	010	$ 838.53
		4012417	010	$ 1,071.49
		4012451	010	$ 1,302.99
OFFICE DEPOT Total				$ 35,887.94
O'REILLY AUTOMOTIVE STORES INC	4/22/2022	4012335	010	$ 767.33
O'REILLY AUTOMOTIVE STORES INC Total				$ 767.33
OTC DIRECT INC	4/8/2022	4012087	010	$ 325.99
			060	$ 718.65
	4/15/2022	4012183	010	$ 722.34
			060	$ 352.58
	4/21/2022	4012274	010	$ 1,300.87
	4/22/2022	4012348	010	$ 269.59
	4/27/2022	4012384	010	$ 21.86
			060	$ 245.75
	4/29/2022	4012429	010	$ 378.77
		4012448	010	$ 224.41
OTC DIRECT INC Total				$ 4,560.81
P & R PAPER SUPPLY COMPANY	4/21/2022	4012282	130	$ 20,870.13
P & R PAPER SUPPLY COMPANY Total				$ 20,870.13
PACIFIC EDUCATORS INC.	4/29/2022	4012463	010	$ 55.38
PACIFIC EDUCATORS INC. Total				$ 55.38
PAR INC.	4/8/2022	4012088	080	$ 86.00
PAR INC. Total				$ 86.00
PARTRIDGE CONSULTING INC.	4/8/2022	4012056	080	$ 5,500.00
PARTRIDGE CONSULTING INC. Total				$ 5,500.00
PAULINA ROSALES	4/8/2022	4012020	010	$ 396.33
PAULINA ROSALES Total				$ 396.33
PERSEUS ASSOCIATES	4/22/2022	4012336	010	$ 1,050.00
PERSEUS ASSOCIATES Total				$ 1,050.00
PETERSON, CHESTER	4/15/2022	4012184	010	$ 55.50
PETERSON, CHESTER Total				$ 55.50
PG&E	4/8/2022	4012067	010	$ 185,424.25
PG&E Total				$ 185,424.25
PIEDMONT HILLS HIGH SCHOOL	4/15/2022	4012197	010	$ 1,221.00
PIEDMONT HILLS HIGH SCHOOL Total				$ 1,221.00
PIONEER VALLEY EDUCATIONAL	4/22/2022	4012325	060	$ 2,409.75
PIONEER VALLEY EDUCATIONAL Total				$ 2,409.75
POWELL, MATTHEW	4/21/2022	4012267	010	$ 18.95
POWELL, MATTHEW Total				$ 18.95
PRECISION EMPRISE LLC	4/29/2022	4012444	050	$ 4,992.50
PRECISION EMPRISE LLC Total				$ 4,992.50
PRE-PAID LEGAL SERVICES INC.	4/29/2022	4012464	010	$ 299.74
PRE-PAID LEGAL SERVICES INC. Total				$ 299.74
PRESENTATION PRODUCTS INC.	4/8/2022	4012089	010	$ 328.09
	4/29/2022	4012430	060	$ 1,443.71
PRESENTATION PRODUCTS INC. Total				$ 1,771.80
PRO-ED	4/8/2022	4012090	080	$ 451.26

AP Check Register - Pivot Table Summary by Vendor
April 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
PRO-ED Total				**$ 451.26**
PROJECT SUPPORT SERVICES INC	4/8/2022	4012133	210	$ 42,750.00
PROJECT SUPPORT SERVICES INC Total				**$ 42,750.00**
PSYCHED SERVICES	4/15/2022	4012185	080	$ 18,750.00
PSYCHED SERVICES Total				**$ 18,750.00**
QUADIENT FINANCE USA, INC.	4/8/2022	4012039	010	$ 10,060.00
QUADIENT FINANCE USA, INC. Total				**$ 10,060.00**
QUADIENT, INC.	4/8/2022	4012057	010	$ 384.52
QUADIENT, INC. Total				**$ 384.52**
QUI NHON THI PHAM	4/8/2022	4012021	060	$ 38.28
QUI NHON THI PHAM Total				**$ 38.28**
R & R REFRIGERATION & AIR	4/15/2022	4012186	130	$ 1,993.84
	4/25/2022	4012357	130	$ 405.36
R & R REFRIGERATION & AIR Total				**$ 2,399.20**
RANCHO DEL PUEBLO	4/15/2022	4012187	010	$ 3,000.00
RANCHO DEL PUEBLO Total				**$ 3,000.00**
RANDAL VERNON BARBER	4/8/2022	4012040	010	$ 30.85
RANDAL VERNON BARBER Total				**$ 30.85**
RANDALL E. KLEIN	4/21/2022	4012297	010	$ 350.00
RANDALL E. KLEIN Total				**$ 350.00**
RAYMOND GEDDES & CO. INC.	4/15/2022	4012188	010	$ 180.70
	4/22/2022	4012326	010	$ 73.26
RAYMOND GEDDES & CO. INC. Total				**$ 253.96**
READ NATURALLY INC	4/8/2022	4012091	060	$ 322.31
	4/25/2022	4012358	060	$ 845.17
READ NATURALLY INC Total				**$ 1,167.48**
READING READING BOOKS LLC	4/8/2022	4012092	060	$ 624.76
	4/27/2022	4012385	060	$ 815.06
READING READING BOOKS LLC Total				**$ 1,439.82**
REALLY GOOD STUFF LLC	4/8/2022	4012093	010	$ 537.37
			060	$ 174.07
	4/22/2022	4012343	010	$ 204.37
	4/27/2022	4012372	010	$ 157.80
			060	$ 100.37
REALLY GOOD STUFF LLC Total				**$ 1,173.98**
RECOLOGY SOUTH BAY	4/15/2022	4012171	010	$ 18,122.05
	4/22/2022	4012321	010	$ 1,538.73
RECOLOGY SOUTH BAY Total				**$ 19,660.78**
REHON & ROBERTS APC	4/8/2022	4012058	010	$ 4,694.00
			210	$ 24,800.00
	4/21/2022	4012312	010	$ 16,219.00
			210	$ 35,725.47
REHON & ROBERTS APC Total				**$ 81,438.47**
REILLY BEHAVIORAL &	4/29/2022	4012439	080	$ 12,105.00
REILLY BEHAVIORAL & Total				**$ 12,105.00**
RFC WIRELESS INC	4/21/2022	4012275	010	$ 5,894.51
RFC WIRELESS INC Total				**$ 5,894.51**

AP Check Register - Pivot Table Summary by Vendor
April 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
RICK DELONG	4/22/2022	4012318	010	$ 1,270.00
RICK DELONG Total				$ 1,270.00
RIVAS, KAREEN	4/8/2022	4012022	010	$ 951.50
RIVAS, KAREEN Total				$ 951.50
RIVERA, LIONELA C.	4/29/2022	4012469	010	$ 39.46
RIVERA, LIONELA C. Total				$ 39.46
RIVERSIDE ASSESSMENTS LLC	4/8/2022	4012041	080	$ 5,654.70
RIVERSIDE ASSESSMENTS LLC Total				$ 5,654.70
RMC A RAY MORGAN COMPANY	4/8/2022	4012042	050	$ 111.44
	4/29/2022	4012445	010	$ 133.99
			060	$ 77.88
RMC A RAY MORGAN COMPANY Total				$ 323.31
RO HEALTH INC.	4/15/2022	4012210	010	$ 7,563.60
	4/27/2022	4012399	010	$ 16,122.00
RO HEALTH INC. Total				$ 23,685.60
ROCHESTER 100 INC.	4/27/2022	4012373	060	$ 95.00
ROCHESTER 100 INC. Total				$ 95.00
ROCKETSHIP FUERZA	4/8/2022	4012126	010	$ 46,815.00
ROCKETSHIP FUERZA Total				$ 46,815.00
ROCKETSHIP SI SE PUEDE	4/8/2022	4012127	010	$ 12,147.00
ROCKETSHIP SI SE PUEDE Total				$ 12,147.00
ROLLINS INC.	4/8/2022	4012106	050	$ 954.52
ROLLINS INC. Total				$ 954.52
SABINA MURESAN	4/21/2022	4012298	010	$ 64.94
SABINA MURESAN Total				$ 64.94
SAN JOSE WATER COMPANY	4/8/2022	4012068	010	$ 27,068.26
SAN JOSE WATER COMPANY Total				$ 27,068.26
SANTA CLARA COUNTY OF EDU	4/8/2022	4012143	010	$ 42.40
SANTA CLARA COUNTY OF EDU Total				$ 42.40
SANTA CLARA COUNTY OFFICE OF	4/8/2022	4012043	010	$ 75.00
		4012134	060	$ 6,550.00
	4/27/2022	4012381	060	$ 4,075.00
	4/29/2022	4012415	010	$ 2,063.45
SANTA CLARA COUNTY OFFICE OF Total				$ 12,763.45
SANTA CLARA COUNTY SUPT'S	4/21/2022	4012299	010	$ 700.00
SANTA CLARA COUNTY SUPT'S Total				$ 700.00
SANTARINA, TRAVIS	4/8/2022	4012059	080	$ 78.74
SANTARINA, TRAVIS Total				$ 78.74
SATVINDER SINGH	4/21/2022	4012300	010	$ 304.82
SATVINDER SINGH Total				$ 304.82
SAVE MART SUPERMARKETS	4/21/2022	4012260	080	$ 199.87
SAVE MART SUPERMARKETS Total				$ 199.87
SCHINDLER ELEVATOR CORPORATION	4/15/2022	4012211	050	$ 1,659.60
SCHINDLER ELEVATOR CORPORATION Total				$ 1,659.60
SCHOLASTIC	4/21/2022	4012301	060	$ 143.99
SCHOLASTIC Total				$ 143.99
SCHOLASTIC INC.	4/15/2022	4012189	010	$ 257.03

AP Check Register - Pivot Table Summary by Vendor
April 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SCHOLASTIC INC.	4/15/2022	4012190	060	$ 88.02
SCHOLASTIC INC. Total				$ 345.05
SCHOOL HEALTH CORPORATION	4/8/2022	4012094	010	$ 590.06
SCHOOL HEALTH CORPORATION Total				$ 590.06
SCHOOL NURSE SUPPLY INC.	4/8/2022	4012095	060	$ 109.28
	4/21/2022	4012276	010	$ 1,951.31
SCHOOL NURSE SUPPLY INC. Total				$ 2,060.59
SCHOOL SERVICES OF CALIFORNIA	4/8/2022	4012044	010	$ 340.00
SCHOOL SERVICES OF CALIFORNIA Total				$ 340.00
SCHOOL SPECIALTY LLC	4/8/2022	4012096	060	$ 381.01
	4/15/2022	4012191	060	$ 1,792.11
	4/29/2022	4012449	060	$ 632.58
SCHOOL SPECIALTY LLC Total				$ 2,805.70
SECOND START LEARNING	4/18/2022	4012233	080	$ 5,827.66
SECOND START LEARNING Total				$ 5,827.66
SECURITY CONTRACTOR SERVICES	4/8/2022	4012107	050	$ 126.88
	4/15/2022	4012212	050	$ 19.42
SECURITY CONTRACTOR SERVICES Total				$ 146.30
SELF INSURED SCHOOLS OF	4/8/2022	4012145	670	$ 805,661.00
SELF INSURED SCHOOLS OF Total				$ 805,661.00
SFCC INTERMEDIATEHOLDINGS INC	4/21/2022	4012302	010	$ 204.13
SFCC INTERMEDIATEHOLDINGS INC Total				$ 204.13
SHARP ELECTRONICS CORPORATION	4/8/2022	4012045	060	$ 230.17
	4/21/2022	4012261	060	$ 195.80
SHARP ELECTRONICS CORPORATION Total				$ 425.97
SHAYNE SORIANO	4/15/2022	4012192	010	$ 44.18
SHAYNE SORIANO Total				$ 44.18
SILICON VALLEY SECURITY &	4/25/2022	4012365	010	$ 7,394.97
SILICON VALLEY SECURITY & Total				$ 7,394.97
SITHAN LY	4/15/2022	4012193	130	$ 51.48
SITHAN LY Total				$ 51.48
SKETCHFORSCHOOLS PUBLISHING	4/29/2022	4012450	010	$ 1,802.63
SKETCHFORSCHOOLS PUBLISHING Total				$ 1,802.63
SOLUTION TREE INC	4/22/2022	4012327	010	$ 50.26
SOLUTION TREE INC Total				$ 50.26
SONIA LOPEZ	4/29/2022	4012431	060	$ 112.08
SONIA LOPEZ Total				$ 112.08
SPECTRUM CENTER INC	4/15/2022	4012194	080	$ 8,126.00
SPECTRUM CENTER INC Total				$ 8,126.00
SPHERO INC.	4/27/2022	4012374	060	$ 1,273.73
SPHERO INC. Total				$ 1,273.73
SPURR	4/22/2022	4012349	010	$ 17,447.34
SPURR Total				$ 17,447.34
STANDARD INSURANCE CO.	4/29/2022	4012465	010	$ 16,283.71
STANDARD INSURANCE CO. Total				$ 16,283.71
STATE BOARD OF EQUALIZATION	4/22/2022	4012331	010	$ 74.00
STATE BOARD OF EQUALIZATION Total				$ 74.00

AP Check Register - Pivot Table Summary by Vendor
April 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
STATE OF CALIFORNIA	4/15/2022	4012195	010	$ 529.00
STATE OF CALIFORNIA Total				$ 529.00
STEVEN WAYNE DOTY	4/22/2022	4012328	050	$ 3,169.54
STEVEN WAYNE DOTY Total				$ 3,169.54
STLR CORPORATION	4/21/2022	4012303	010	$ 2,318.75
STLR CORPORATION Total				$ 2,318.75
SUNBELT STAFFING LLC	4/18/2022	4012242	080	$ 63,112.37
SUNBELT STAFFING LLC Total				$ 63,112.37
SUNNYVALE SCHOOL DISTRICT	4/21/2022	4012304	080	$ 15,003.00
SUNNYVALE SCHOOL DISTRICT Total				$ 15,003.00
SUPER AUTO CARE SERVICES LLC	4/22/2022	4012350	050	$ 59.95
SUPER AUTO CARE SERVICES LLC Total				$ 59.95
SUZANNE CICALA	4/8/2022	4012023	010	$ 13.77
SUZANNE CICALA Total				$ 13.77
TAG/AMS. INC.	4/22/2022	4012337	010	$ 356.00
TAG/AMS. INC. Total				$ 356.00
TALTON, VERONICA	4/8/2022	4012128	010	$ 33.00
TALTON, VERONICA Total				$ 33.00
TARGET SPECIALTY PRODUCTS	4/8/2022	4012108	050	$ 579.35
	4/15/2022	4012213	050	$ 1,536.80
TARGET SPECIALTY PRODUCTS Total				$ 2,116.15
TEAMSTERS LOCAL #150	4/29/2022	4012466	010	$ 10,497.00
TEAMSTERS LOCAL #150 Total				$ 10,497.00
TEAMSTERS MANAGED TRUST FUNDS	4/11/2022	4012148	670	$ 222,497.00
TEAMSTERS MANAGED TRUST FUNDS Total				$ 222,497.00
TERESA M. MADRUGA	4/27/2022	4012408	010	$ 822.06
TERESA M. MADRUGA Total				$ 822.06
TEXAS LIFE INSURANCE	4/29/2022	4012467	010	$ 6,633.36
TEXAS LIFE INSURANCE Total				$ 6,633.36
THE JUICE PLUS+ COMPANY LLC	4/8/2022	4012097	060	$ 934.50
THE JUICE PLUS+ COMPANY LLC Total				$ 934.50
THE PROPHET CORPORATION	4/15/2022	4012217	010	$ 85.60
	4/18/2022	4012234	010	$ 1,372.25
	4/22/2022	4012329	088	$ 971.13
	4/27/2022	4012391	088	$ 2,410.87
THE PROPHET CORPORATION Total				$ 4,839.85
THERAPY SHOPPE INC.	4/21/2022	4012277	010	$ 155.54
	4/27/2022	4012392	060	$ 1,528.27
THERAPY SHOPPE INC. Total				$ 1,683.81
THERESA S RENTERIA	4/21/2022	4012268	010	$ 29.99
THERESA S RENTERIA Total				$ 29.99
THINK TOGETHER	4/8/2022	4012046	060	$ 87,750.00
		4012060	120	$ 43,911.60
	4/18/2022	4012235	060	$ 50,237.48
	4/22/2022	4012344	060	$ 197,164.92
THINK TOGETHER Total				$ 379,064.00
THOMAS WOO	4/8/2022	4012144	010	$ 199.32

AP Check Register - Pivot Table Summary by Vendor
April 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
THOMAS WOO Total			**$**	**199.32**
TIEN MINH PHAN	4/21/2022	4012269 088	$	70.72
TIEN MINH PHAN Total			**$**	**70.72**
TINA THUY DUONG TRAN	4/18/2022	4012236 010	$	822.06
TINA THUY DUONG TRAN Total			**$**	**822.06**
TRAN, BANG K. AND	4/18/2022	4012237 010	$	214.10
TRAN, BANG K. AND Total			**$**	**214.10**
U.S. BANK	4/21/2022	4012313 010	$	2,931.69
U.S. BANK Total			**$**	**2,931.69**
UNITED PARCEL SERVICE	4/18/2022	4012238 010	$	144.00
UNITED PARCEL SERVICE Total			**$**	**144.00**
UNITED REFRIGERATION INC.	4/25/2022	4012366 050	$	82.21
UNITED REFRIGERATION INC. Total			**$**	**82.21**
UNITEDHEALTHCARE INSURANCE	4/27/2022	4012409 670	$	17,988.59
UNITEDHEALTHCARE INSURANCE Total			**$**	**17,988.59**
URENA, ALONDRA BEAS	4/8/2022	4012024 060	$	282.79
URENA, ALONDRA BEAS Total			**$**	**282.79**
VISION SERVICE PLAN	4/11/2022	4012149 670	$	11,694.43
VISION SERVICE PLAN Total			**$**	**11,694.43**
VISTA CENTER FOR THE BLIND &	4/18/2022	4012239 080	$	807.50
VISTA CENTER FOR THE BLIND & Total			**$**	**807.50**
VIVIAN UYEN NGUYEN	4/8/2022	4012061 088	$	500.00
VIVIAN UYEN NGUYEN Total			**$**	**500.00**
VIVIANA C OLDHAM	4/8/2022	4012025 010	$	61.00
VIVIANA C OLDHAM Total			**$**	**61.00**
W.W. GRAINGER INC.	4/21/2022	4012262 050	$	519.24
	4/22/2022	4012319 050	$	173.99
W.W. GRAINGER INC. Total			**$**	**693.23**
WALTERS, MELISSA	4/29/2022	4012440 010	$	69.64
WALTERS, MELISSA Total			**$**	**69.64**
WARDS AUTO SUPPLY, INC	4/22/2022	4012338 010	$	761.78
WARDS AUTO SUPPLY, INC Total			**$**	**761.78**
WAY OF THE WORLD INC.	4/8/2022	4012135 060	$	2,153.96
WAY OF THE WORLD INC. Total			**$**	**2,153.96**
WEST MUSIC COMPANY INC	4/27/2022	4012393 010	$	216.38
WEST MUSIC COMPANY INC Total			**$**	**216.38**
WEX Health Inc	4/11/2022	4012150 670	$	60.00
WEX Health Inc Total			**$**	**60.00**
WFP HOSPITALITY LLC	4/22/2022	4012353 060	$	1,002.25
	4/26/2022	4012367 060	$	801.80
WFP HOSPITALITY LLC Total			**$**	**1,804.05**
WOODWIND & BRASSWIND INC.	4/8/2022	4012098 010	$	167.34
WOODWIND & BRASSWIND INC. Total			**$**	**167.34**
WORTHINGTON DIRECT	4/22/2022	4012330 010	$	8,808.88
WORTHINGTON DIRECT Total			**$**	**8,808.88**
WOWZY CREATION CORP.	4/21/2022	4012263 010	$	130.94
WOWZY CREATION CORP. Total			**$**	**130.94**

AP Check Register - Pivot Table Summary by Vendor
April 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
YI-CHUN CHIEN	4/22/2022	4012351	080	$ 62.99
YI-CHUN CHIEN Total				$ 62.99
YMCA OF SILICON VALLEY	4/22/2022	4012345	010	$ 46,088.61
			060	$ 31,303.22
YMCA OF SILICON VALLEY Total				$ 77,391.83
ZUM SERVICES INC	4/22/2022	4012352	010	$ 25,404.75
ZUM SERVICES INC Total				$ 25,404.75
Grand Total				$ 4,484,928.38

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

10.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Curent Enrollment.

Information Only

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

To the Board of Trustees: Meeting: May 12, 2022
Information Only Regular Board Meeting

10.04

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Master Enrollment

as of Apr 29, 2022 4:00:50 PM

School	T4	TK	00	01	02	03	04	05	06	07	08	**Total W/O SDC**	SDC	Total W/ SDC	PK	TTL W/ SDC & PK
Adelante 1 K-8	0	19	55	61	57	57	52	54	34	55	51	**495**	0	495	0	495
Adelante 2 K-8	0	20	50	48	46	46	31	17	16	13	0	**287**	0	287	0	287
Aptitud K-8	0	9	36	46	46	55	45	48	49	35	39	**408**	7	415	0	415
Cassell ES	0	20	46	46	32	40	50	61	0	0	0	**295**	15	310	0	310
Chavez ES	0	15	44	45	71	70	73	71	0	0	0	**389**	6	395	19	414
Cureton ES	0	8	35	37	35	48	39	53	0	0	0	**255**	20	275	0	275
Dorsa ES	0	14	40	45	48	48	61	55	0	0	0	**311**	18	329	0	329
Hubbard K-8	0	21	36	51	42	53	78	65	56	55	39	**496**	0	496	11	507
Linda Vista ES	0	21	66	91	69	70	51	68	0	0	0	**436**	22	458	7	465
LUCHA ES	0	12	32	34	47	40	46	40	0	0	0	**251**	0	251	0	251
Lyndale ES	0	21	48	45	37	43	49	41	0	0	0	**284**	9	293	31	324
McCollam ES	0	19	65	60	72	67	62	72	0	0	0	**417**	24	441	0	441
Meyer ES	0	20	47	30	44	39	45	44	0	0	0	**269**	19	288	12	300
Painter ES	0	24	60	51	47	47	44	46	0	0	0	**319**	0	319	0	319
Russo McEntee ES	0	18	46	48	47	47	56	60	0	0	0	**322**	28	350	1	351
Ryan ES	0	14	36	40	55	36	37	35	0	0	0	**253**	12	265	0	265
San Antonio ES	0	12	29	44	41	46	48	42	0	0	0	**262**	9	271	0	271
George MS	0	0	0	0	0	0	0	0	118	142	151	**411**	1	412	0	412
Ocala MS	0	0	0	0	0	0	0	0	115	123	133	**371**	13	384	0	384
Renaissance 1 MS	0	0	0	0	0	0	0	0	118	131	161	**410**	17	427	0	427
Renaissance 2 MS	0	0	0	0	0	0	0	0	139	154	175	**468**	8	476	0	476
Sheppard MS	0	0	0	0	0	0	0	0	167	149	185	**501**	4	505	0	505
	0	**287**	**771**	**822**	**836**	**852**	**867**	**872**	**812**	**857**	**934**	**7910**	**232**	**8142**	**81**	**8223**

-- Included Above:

Independent Study Enrollment

as of Apr 29, 2022 4:00:20 PM

School	T4	TK	00	01	02	03	04	05	06	07	08	**Total W/O SDC**	SDC	Total W/ SDC	PK	TTL W/ SDC & PK
Chavez ES	0	6	21	16	30	26	28	26	0	0	0	**153**	6	159	0	159
Renaissance 2 MS	0	0	0	0	0	0	0	0	29	30	27	**86**	1	87	0	87
	0	**6**	**21**	**16**	**30**	**26**	**28**	**26**	**29**	**30**	**27**	**239**	**7**	**246**	**0**	**246**

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

10.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve Work Calendars for All Units, 2022-2023.**

Staff Analysis:

District administration worked with AREA, CSEA, Teamsters, Supervisory, and Management/Confidential groups to develop coordinated calendars for the 2022-2023 school year.

Recommendation:

District administration is recommending that the Board of Trustees approve the 2022-2023 calendars.

Submitted by: Tereasa Smith TBS Title: Director, Human Resources

To the Board of Trustees:
Recommend Approval

10.05
Agenda Placement

Meeting: May 12, 2022
Regular Board Meeting

HBauer
Hilaria Bauer, Ph. D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
AREA 2022-2023

0 JULY

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

7/4 Fourth of July

14 AUGUST

M	T	W	TH	F
1	2	3	4	5
8	9	10★	11	12✧
15✧	16✸	17	18	19
22	23	24	25	26
29	30	31		

21 SEPTEMBER

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

9/5 Labor Day

19 OCTOBER

M	T	W	TH	F
3*	4*	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

10/3-4 Fall Break

16 NOVEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21*	22*	23*	24	25
28	29	30		

11/11 Veteran's Day

11/24 Thanksgiving Day

16 DECEMBER

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27*	28*	29*	30

12/26 Christmas Day

16 JANUARY

M	T	W	TH	F
2	3*	4*	5*	6*
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

1/2 New Year's Day

1/16 MLK

15 FEBRUARY

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21*	22*	23*	24
27	28			

2/20 Presidents' Day

22 MARCH

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

3/31 Cesar Chavez (Observed)

15 APRIL

M	T	W	TH	F
3	4	5	6	7
10*	11*	12*	13*	14*
17	18	19	20	21
24	25	26	27	28

4/10-4/14 Spring Break

22 MAY

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

5/29 Memorial Day

6 JUNE

M	T	W	TH	F
			1	2
5	6	7	8✸	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

6/19 Juneteenth

▭	Legal Holiday
⬭	Local Holiday
*	Students Not In Attendance
✸	Starting/Ending Dates for Students

✧	Mandatory Teacher Work Days
★	New Teacher Institute
180	Student Instructional Days
182	Teacher Work Days

Board Approval:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

CSEA 2022-2023

JULY

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28✦	29

7/4 Fourth of July

AUGUST

M	T	W	TH	F
1	2	3★	4 ◆	5 ◆
8	9	10	11	12
15 ●	16	17	18	19
22	23	24	25	26
29	30	31		

8/4 Admin. Asst. Training
8/5 Office Asst. Training
8/15 Para In-service

SEPTEMBER

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

9/5 Labor Day

OCTOBER

M	T	W	TH	F
3* NWD	4* NWD	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

10/3-4 non-work day
for 9.5/10 month

NOVEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21*	22*	23*	24	25
28	29	30		

11/11 Veteran's Day
11/24 Thanksgiving Day

DECEMBER

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

12/26 Christmas Day

JANUARY

M	T	W	TH	F
2	3*	4*	5*	6*
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

1/2 New Year's Day
1/16 MLK

FEBRUARY

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21*	22*	23*	24
27	28			

2/20 President's Day

MARCH

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

3/31 Cesar Chavez (Observed)

APRIL

M	T	W	TH	F
3	4	5	6	7
10*	11* NWD	12* NWD	13* NWD	14* NWD
17	18	19	20	21
24	25	26	27	28

4/10 Spring Break
4/11-14 non-work days
for 9.5/10 month

MAY

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

5/29 Memorial Day

JUNE

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13✦★	14	15	16
19	20	21	22	23
26	27	28	29	30

6/19 Juneteenth

▭	Legal Holiday
⬭	Local Holiday
*	Students Not In Attendance
✸	Starting/Ending Dates for Students

✦	1st & Last Day for School Admin. Asst.'s
★	1st & Last Day for School Office Asst.'s
◆	Clerical In-service
●	Paraeducator In-Service / 1st Day

Board Approval:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
TEAMSTERS 2022-2023

JULY

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

7/4 Fourth of July

AUGUST

M	T	W	TH	F
1	2	3	4	5
8	9 ♦	10	11	12
15 ★	16 ✦	17	18	19
22	23	24	25	26
29	30	31		

SEPTEMBER

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

9/5 Labor Day

OCTOBER

M	T	W	TH	F
3* NWD	4* NWD	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

10/3-4 non work days
for 9.5/10 month

NOVEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21*	22*	23*	24	25
28	29	30		

11/11 Veteran's Day

11/24 Thanksgiving Day

DECEMBER

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

12/26 Christmas Day

JANUARY

M	T	W	TH	F
2	3*	4*	5*	6*
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

1/2 New Year's Day

1/16 MLK

FEBRUARY

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21*	22*	23*	24
27	28			

2/20 President's Day

MARCH

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

3/31 Cesar Chavez (Observed)

APRIL

M	T	W	TH	F
3	4	5	6	7
10* NWD	11* NWD	12* NWD	13* NWD	14* NWD
17	18	19	20	21
24	25	26	27	28

4/10-14 non-work days
for 9.5/10 month

MAY

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

5/29 Memorial Day

JUNE

M	T	W	TH	F
			1	2
5	6	7	8 ✦ ★	9 ♦
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

6/19 Juneteenth

Legal Holiday

Local Holiday

* Students Not In Attendance

Starting/Ending Dates for Students

✦ 1st & Last Day for CNA I (180 Days)

★ 1st & Last Day for CNA II (181 Days)

♦ 1st & Last Day for Bus Drivers (186 Days)

Board Approval:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
SUPERVISORY 2022-2023

JULY

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

7/4 Fourth of July

AUGUST

M	T	W	TH	F
1	2★✦	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

SEPTEMBER

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

9/5 Labor Day

OCTOBER

M	T	W	TH	F
3* NWD	4* NWD	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

10/3-4 non-work day for 10 month

NOVEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21*	22*	23*	24	25
28	29	30		

11/11 Veteran's Day

11/24 Thanksgiving Day

DECEMBER

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27*	28*	29*	30

12/26 Christmas Day

JANUARY

M	T	W	TH	F
2	3*	4*	5*	6*
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

1/2 New Year's Day

1/16 MLK

FEBRUARY

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21*	22*	23*	24
27	28			

2/20 President's Day

MARCH

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

3/31 Cesar Chavez (Observed)

APRIL

M	T	W	TH	F
3	4	5	6	7
10*	11* NWD	12* NWD	13* NWD	14* NWD
17	18	19	20	21
24	25	26	27	28

4/10 Spr Bk 10 month Kit Sup

4/10-11 Spr Bk 10 month Sup

4/12-14 non work days 10 mo

MAY

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

5/29 Memorial Day

JUNE

M	T	W	TH	F
			1	2
5	6	7	8	9
12★	13	14	15	16
19	20	21	22✦	23
26	27	28	29	30

6/19 Juneteenth

Legal Holiday

Local Holiday

* Students Not In Attendance

Starting/Ending Dates for Students

★ 1st & Last Day for Kitchen/Satellite Supervisors (185 Days)

12 Month Supervisor Work Year= 224 Days

✦ 10 Month Supervisor Work Year= 199 Days

10 Mo Kitchen Sup Work Year= 185 Days

Board Approval:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
MANAGEMENT-CONFIDENTIAL 2022-2023

21 JULY

M	T	W	TH	F	
				1	
4	5	6	7	8	7/4 Fourth of July
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

23 AUGUST

M	T	W	TH	F
1	2	3	4	5
8	9	10★	11	12✧
15✧	16✸	17	18	19
22	23	24	25	26
29	30	31		

22 SEPTEMBER

M	T	W	TH	F	
			1	2	
5	6	7	8	9	9/5 Labor Day
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

21 OCTOBER

M	T	W	TH	F
3*	4*	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

22 NOVEMBER

M	T	W	TH	F	
	1	2	3	4	
7	8	9	10	11	11/11 Veteran's Day
14	15	16	17	18	
21*	22*	23*	24	25	11/24 Thanksgiving Day
28	29	30			

22 DECEMBER

M	T	W	TH	F	
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27*	28*	29*	30	12/26 Christmas Day

22 JANUARY

M	T	W	TH	F	
2	3*	4*	5*	6*	1/2 New Year's Day
9	10	11	12	13	
16	17	18	19	20	1/16 MLK
23	24	25	26	27	
30	31				

20 FEBRUARY

M	T	W	TH	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21*	22*	23*	24	2/20 President's Day
27	28				

23 MARCH

M	T	W	TH	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	3/31 Cesar Chavez (Observed)

20 APRIL

M	T	W	TH	F	
3	4	5	6	7	
10*	11*	12*	13*	14*	4/10-14 Spring Break
17	18	19	20	21	
24	25	26	27	28	

23 MAY

M	T	W	TH	F	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	27	25	26	
29	30	31			5/29 Memorial Day

22 JUNE

M	T	W	TH	F	
			1	2	
5	6	7	8✸	9	
12	13	14	15	16	
19	20	21	22	23	6/19 Juneteenth
26	27	28	29	30	

Legal Holiday
Local Holiday
* Students Not In Attendance
✸ Starting/Ending Dates for Students

✧ Mandatory Teacher Work Days
★ New Teacher Institute

Board Approval:

10.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve Out of State Travel, Innovative School Summit, Las Vegas, NV for Ana Gonzalez and Jesus Araujo. Estimated cost $4,650.92.

Innovative School Summit
Las Vega, NV
July 5 - 9, 2022

Staff Analysis:

The Innovative Schools Summit Las Vegas will feature expert on the Impact of Society & Culture on Schools, Dr. Pedro Noguera, YouTube Sensation & Real-World Educator Gerry Brooks and Bestselling Author Dr. Michael Gurian and other nationally recognized speakers who will draw upon their experience and research to provide proven strategies that work. The Summit features access to 4 education conferences, including Wire-Differently/Trauma-Informed Schools Conference, Innovative Teaching Strategies Conference, School Climate & Culture Forum and At-Risk & Struggling Students Conference. Estimated cost $4,650.92.

Recommendation:

District administration is recommending that the Board of Trustees approve out-of-state travel for Ana Gonzalez and Jesus Araujo.

Submitted by: Tereasa Smith TS Title: Director, Human Resources

To the Board of Trustees: **Recommend Approval**

10.06

Agenda Placement

Meeting: May 12, 2022
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

[CLICK HERE] for the Travel Approval Tutorial/Quick Guide

Ref#:0000095

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

TRAVEL APPROVAL FORM

Attach Supporting Documents

Date of Request: 03/29/2022 Travel Type: Conference/Workshop Out of State?: Yes

1. Program Manager / Principal Signature: Norma Flores Dept. / School Site: DEPT - Student Services
2. Title of Conference / Meeting: Innovative School Summit
3. Location: Caesar's Palace City/State Las Vegas, Nevada
4. Purpose: Several conferences including Impact of Society and Culture on Schools
5. Date (s) of Conference / Meetings: July 5-9,2022
6. Departure Date / Time: 07/06/2022 7:00 AM Return Date / Time: 07/09/2022 12:05 PM
7. District Office Supervisor Approval: _____ Date _____
8. Human Resources:

Names(s) of Employees Attending	Sub? Yes No	Bilingual Yes No	Sub Request?: (Name)	Job Number
Jesus Araujo	No	No		

Substitute: ☐ Available ☐ Unavailable ☐ No Sub Needed Sub. Assignment Asst. Approval: JT 3/30/22

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG
010	0000	0	5200	00	0000	3130	000000	340	3220

Human Resources Dept. Approval: Yes Tereasa Smith 03/30/2022

Human Resources Approval Date

9. **SECTION BELOW MUST BE COMPLETED**

Cost Description	Total Estimated Costs Description
Transportation	$386.96
Registration	495.00
Lodging	740.00
Meals	320.00
Shuttle / Parking	0
Other	40.00
Total	$1,981.96

Attach Conference/Workshop/Meeting Information, Registration Form(s), Quote(s) I have attached

10. Account code

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG
010	0000	0	5200	00	0000	3130	000000	340	3220

11. Regina Cardenas 03/30/2022

Accountant Approval

Superintendent Approval for All Out of State Travel

Purchasing Approval

Board Meeting Date: _____

1. This form must be completed and submitted at least 60 days prior to the proposed trip.
2. All approvals must be obtained BEFORE travel arrangements are made and requisition is entered.
3. For questions, please contact Purchasing at x6845 or purchasing@arusd.org.

[CLICK HERE] for the Travel Approval Tutorial/Quick Guide

Ref#:0000093

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

TRAVEL APPROVAL FORM

Attach Supporting Documents

Date of Request: 03/28/2022 Travel Type: Conference/Workshop Out of State?: Yes

1. Program Manager / Principal Signature: Norma Flores Dept. / School Site: DEPT - Student Services
2. Title of Conference / Meeting: Innovative School Summit
3. Location: Caesar's Palace City/State Las Vegas, Nevada
4. Purpose: Several conferences including Impact of Society and Culture on Schools
5. Date (s) of Conference / Meetings: July 5-9,2022
6. Departure Date / Time: 07/06/2022 7:00 AM Return Date / Time: 07/10/2022 12:05 PM
7. District Office Supervisor Approval: _____ Date _____
8. Human Resources:

Names(s) of Employees Attending	Sub? Yes No	Bilingual Yes No	Sub Request?: (Name)	Job Number
Ana Gonzalez	No	No		

Substitute: ☐ Available ☐ Unavailable ☐ No Sub Needed Sub. Assignment Asst. Approval: JT 3/29/22

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG
060	9010	0	5200	00	1110	3110	000000	340	9112

Human Resources Dept. Approval: Yes

Tereasa Smith — Human Resources Approval

03/29/2022 — Date

9. **SECTION BELOW MUST BE COMPLETED**

Cost Description	Total Estimated Costs Description
Transportation	$386.96
Registration	595.00
Lodging	1247.00
Meals	400.00
Shuttle / Parking	0
Other	40.00
Total	$2,668.96

Attach Conference/Workshop/Meeting Information, Registration Form(s), Quote(s) I have attached

10. Account code

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG
060	9010	0	5200	00	1110	3110	000000	340	9112

11. Cynthia Sanchez — Accountant Approval — 03/29/2022

Superintendent Approval for All Out of State Travel

Purchasing Approval

Board Meeting Date: _____

1. This form must be completed and submitted at least 60 days prior to the proposed trip.
2. All approvals must be obtained BEFORE travel arrangements are made and requisition is entered.
3. For questions, please contact Purchasing at x6845 or purchasing@arusd.org.

12. Additional Attendees:

Names(s) of Employees Attending	Sub? Yes No	Bilingual Yes No	Sub Request?: (Name)	Job Number

Comments

Hello Cynthia

1 WN 1498 F 06JUL W SJC LAS 05:40 PM 07:00 PM 1ADT 386.96 Southwest airlines

2 WN 1120 Q 10JUL S LAS SJC 10:40 AM 12:05 PM

A flight returning on the 9th would be over $100.00 less

Caesars 6-9 $740.00

Caesars 6-10 $1247.00

San Antonio $584.19 per person

1 DL2377U 30NOV W SJCSLC 1005A 1257P Delta Airlines change in Salt Lake City

2 DL2240U 30NOV W SLCSAT 210P 604P

3 DL1257K 05DEC M SATSLC 1200N 149P

4 DL2775K 05DEC M SLCSJC 308P 400P

2nd option $504.20 per person

1 DL2377Y 30NOV W SJCSLC 1005A 1257P Delta Airlines change in Salt Lake City

2 DL2240Y 30NOV W SLCSAT 210P 604P this itinerary has a longer lay over on the return

3 DL1257E 05DEC M SATSLC 1200N 149P

4 DL3694E 05DEC M SLCSJC 515P 616P

Marriott Rivercenter

$2,100.00 per room for 5 nights

Let me know if the hotels have a conference rate

Prices can change until reservation are made and airline tickets are purchased.

Best regards

LeRoy

Innovative Schools SUMMIT [VEGAS]

Caesars Palace | Las Vegas, NV | 07/05/22 - 07/09/22

Summit Super Bundle

Advance Registration
(submitted 03/28/22 - 03/31/22)

$695

Groups of 3-9: $670
Groups of 10+: $645

Includes:

- 2 Pre-Conference Sessions on 07/05/22
- 2 Pre-Conference Sessions on 07/06/22
- Summit Registration

Summit Bundle

Advance Registration
(submitted 03/28/22 - 03/31/22)

$595

Groups of 3-9: $570
Groups of 10+: $545

Includes:

- 2 Pre-Conference Sessions on 07/06/22
- Summit Registration

Summit Only

Let's talk...

Advance Registration
(submitted 03/28/22 - 03/31/22)

$495

Groups of 3-9: $470
Groups of 10+: $445

Includes:

- Summit Registration

Main Stage Virtual Pass

Advance Registration
(submitted 03/28/22 - 03/31/22)

$275

Groups of 3-9: $250
Groups of 10+: $225

Includes:

- Online Attendance to the Main Stage Speakers' Sessions, the 50 in 50 Panel Session and More!

Pre-Conference Session(s) Only - $85/each

Let's talk...

Positive Behavioral Sup...

SESSION DESCRIPTION

Grades K-12

Supporting students who are "Wired Differently" in an ...

PRESENTER NAME

Mike Paget, M.Ed.

CONFERENCE

Pre-Conference

#

98

Overcoming Distraction...

SESSION DESCRIPTION

Grades K-12

The vision of any school likely commits to serving "all kids." B...

PRESENTER NAME

Tom Maglisceau, Ph.D.

CONFERENCE

Pre-Conference

#

99

Light Up The Learning B...

SESSION DESCRIPTION

Grades K-12

This lively session will take a fresh look at the root of "bad ...

PRESENTER NAME

Jessica Sinarski, M.A., LPCMH

CONFERENCE

Pre-Conference

#

100

Defying the Defiance: T...

SESSION DESCRIPTION

Grades K-12

Students who defy what we ask and need them to do can be th...

PRESENTER NAME

Mike Paget, M.Ed.

CONFERENCE

Pre-Conference

#

101

Brain-Based Teaching St...

SESSION DESCRIPTION

Grades K-12

Are you looking to increase student achievement? Join this...

PRESENTER NAME

Erin Glenn

CONFERENCE

Pre-Conference

#

102

Improving Student Eng...

SESSION DESCRIPTION

PRESENTER NAME

Ernesto Mejia, M.Ed.

CONFERENCE

Pre-Conference

#

103

10 Keys to Improving Be...

SESSION DESCRIPTION

Grades K-12

Testing...testing and more testing! Are students' academi...

PRESENTER NAME

Aaron Wiemeier, MS, LPC

CONFERENCE

Pre-Conference

#

104

Self-Regulation: Evidenc...

SESSION DESCRIPTION

Grades K-12

When a student can't read, we teach him how. When a studen...

PRESENTER NAME

Brad Chapin, M.A., LCP, LMLP

CONFERENCE

Pre-Conference

#

105

From Chaos to Calm: 4 ...

SESSION DESCRIPTION

Grades K-12

After the last 16 months, school communication has become ...

PRESENTER NAME

Jennifer Moore, Ed.D.

CONFERENCE

Pre-Conference

#

106

Digital Citizenship: Und...

SESSION DESCRIPTION

Grades K-12

Social media is mostly positive, according to 1 in 3 teens. ...

PRESENTER NAME

Eli Shapiro, Ed.D., LCSW

CONFERENCE

Pre-Conference

#

107

Engaging the Traumatiz...

SESSION DESCRIPTION

Grades K-12

Teachers and administrators across the country are being ...

PRESENTER NAME

Aaron Wiemeier, MS, LPC

CONFERENCE

Pre-Conference

#

108

Teaching Self-Regulatio...

SESSION DESCRIPTION

Grades K-12

The experience of traumatic events can impact our ability t...

PRESENTER NAME

Brad Chapin, LCP, LMLP

CONFERENCE

Pre-Conference

#

109

Building & Leading the ...

SESSION DESCRIPTION

Grades K-12

Participants will examine a model for building a safety net...

PRESENTER NAME

Tom Maglisceau, Ph.D.

CONFERENCE

Pre-Conference

#

110

How to Spark Engagem...

SESSION DESCRIPTION

Grades K-12

Each day in the classroom it is all about getting the students fro...

PRESENTER NAME

Shaun Woodly, Ph.D.

CONFERENCE

Pre-Conference

#

111

Defiant, Manipulative &...

SESSION DESCRIPTION

Grades K-12

Working with difficult, demanding, and disruptive ...

PRESENTER NAME

Larry Thompson, M.Ed.

CONFERENCE

Pre-Conference

#

112

Reducing Critical Errors:...

SESSION DESCRIPTION

Grades K-12

When human error prevention strategies are introduced in ...

PRESENTER NAME

Mike Shaw

CONFERENCE

Pre-Conference

#

113

SEEN, HEARD, and VAL...

SESSION DESCRIPTION

Grades K-12

Movement building requires relationships, visibility, and ...

PRESENTER NAME

David Flink

CONFERENCE

Plenary

#

114

Rebuild a Stronger Clas...

SESSION DESCRIPTION

Grades K-12

David Flink, Chief Empowerment Officer of Eye to Eye, discusses...

PRESENTER NAME

David Flink

CONFERENCE

Keynote Wired Differently/Tr

#

115

10.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve Out of State Travel, Innovative School Summit, Las Vegas, NV for Alethia Ruiz and Fernando Rivas, Jr. Estimated cost $5,699.06.

Innovative School Summit
Las Vega, NV
December 1 - 4, 2022

Staff Analysis:

The Innovative Schools Summit San Antonio features a great lineup of award-winning and nationally recognized speakers. This expert lineup of presenters draws upon their years of experience and research to provide proven strategies that work. The San Antonio Summit features access to 4 National Education Conferences, including Innovative Teaching Strategies Conference, At-Risk & Struggling Students Conference, School Discipline Conference and School Discipline Conference. Estimated cost $5,699.06.

Recommendation:

District administration is recommending that the Board of Trustees approve out-of-state travel for Alethia Ruiz and Fernando Rivas, Jr.

Submitted by: Tereasa Smith TS Title: Director, Human Resources

To the Board of Trustees: **Recommend Approval**

10.07
Agenda Placement

Meeting: May 12, 2022
Regular Board Meeting

HBauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

[CLICK HERE] for the Travel Approval Tutorial/Quick Guide

Ref#:0000092

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

TRAVEL APPROVAL FORM

Attach Supporting Documents

Date of Request: 03/28/2022 Travel Type: Conference/Workshop Out of State?: Yes

1. Program Manager / Principal Signature: Norma Flores Dept. / School Site: DEPT - Student Services
2. Title of Conference / Meeting: Innovative School Summit
3. Location: Marriott Rivercenter City/State San Antonio, Texas
4. Purpose: Innovative Teaching, At Risk & Struggling Students, School Discipline
5. Date (s) of Conference / Meetings: December 1-4, 2022
6. Departure Date / Time: 11/30/2022 10:05 AM Return Date / Time: 12/05/2022 4:00 PM
7. District Office Supervisor Approval: _____ Date _____
8. Human Resources:

Names(s) of Employees Attending	Sub? Yes No	Bilingual Yes No	Sub Request?: (Name)	Job Number
Alethia Ruiz	No	No		
Fernando Rivas Jr.	No	No		

Substitute: ☐ Available ☐ Unavailable ☐ No Sub Needed Sub. Assignment Asst. Approval: JT 3/29/22

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG
060	9010	0	5200	00	1110	3110	000000	340	9112

Human Resources Dept. Approval: Yes Tereasa Smith 03/29/2022

Human Resources Approval Date

9. **SECTION BELOW MUST BE COMPLETED**

Cost Description	Total Estimated Costs Description
Transportation	$1178.40
Registration	1090.00
Lodging	2550.66
Meals	800.00
Shuttle / Parking	0
Other	80.00
Total	$5,699.06

Attach Conference/Workshop/Meeting Information, Registration Form(s), Quote(s) I have attached

10. Account code

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG
060	9010	0	5200	00	1110	3110	000000	340	9112

11. Cynthia Sanchez 03/29/2022

Accountant Approval

Superintendent Approval for All Out of State Travel

Purchasing Approval

Board Meeting Date: _____

1. This form must be completed and submitted at least 60 days prior to the proposed trip.
2. All approvals must be obtained BEFORE travel arrangements are made and requisition is entered.
3. For questions, please contact Purchasing at x6845 or purchasing@arusd.org.

12. Additional Attendees:

Names(s) of Employees Attending	Sub? Yes No	Bilingual Yes No	Sub Request?: (Name)	Job Number

Comments

Cynthia Duran <cynthia.duran@arusd.org>

Conference Travel Quote Request San Antonio

4 messages

LeRoy Daleen <LeRoy@letstravelvacations.com> Thu, Mar 24, 2022 at 11:53 AM
To: Cynthia Duran <cynthia.duran@arusd.org>

Here are three options for the flights

30 Nov San Jose to Salt Lake city 10:05A 12:57P

30 Nov Salt Lake City to San Antonio 2:10P 6:04P

05 Dec San Antonio to Salt Lake City 12:00P 1:49P

05Dec Salt Lake city to San Jose 5:15P 6:16P

On Delta $509.20 per person

Option two

Shorter layover in Salt Lake on the return

First three segments are the same as above

05Dec Salt Lake city to San Jose 3:08P 4:00P

Total is $589.19 per person

Option three

30 Nov San Jose to Dallas 2:22P 7:55P

30 Nov Dallas to San Antonio 9:30P 10:42P

05 Dec San Antonio to Phoenix 2:44P to 4:19P

05 Dec Phoenix to San Jose 5:40P to 6:38P

American $357.19

The hotel for 3 rooms for 5 nights is $3534.00

This does not include the resort. The res agents said the resort fee is waived.

Air total for

Option 1 $1527.60

Option 2 $1767.57

Learn More

MARRIOTT RIVERCENTER

Summit Hotel & Conference Center

San Antonio Marriott Rivercenter

101 Bowie St, San Antonio, TX 78205

Regarding COVID safety, the Innovative Schools Summit meets CDC recommendations and local regulations, which are constantly evolving. Strict sanitation procedures will be followed and masks/face covers are encouraged.

Learn more about the Marriott Rivercenter's COVID-19 protocols here: https://clean.marriott.com (https://clean.marriott.com)

Summit Registration

Pre-Conference Sessions for the Innovative Schools Summit San Antonio will held December 1 and the morning of December 2. The main Summit will begin on December 2 at 12:00 pm CT.

POPULAR

Summit Super Bundle

4 Conferences + 3 Pre-Conference Sessions

Max Saver Pricing Ends 4/30

$545

per attendee

- Entrance to 2 Pre-Conference Sessions on 12/1
- Entrance to 1 Pre-Conference Session on 12/2
- Entrance to the following 4 Conferences: At-Risk & Struggling Students, Innovative Teaching Strategies, School Discipline and School Climate & Culutre
- Morning & Afternoon Refreshments
- Earn up to 22 Contact Hours

Register with Credit Card (https://www.eventbrite.com/e/2022-innovative-schools-summit-san-antonio-registration-256330711057)

Summit Bundle

Privacy Terms

10.08

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

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

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

Recommendation:
Staff recommends approval of the following contracts for professional services on the attached sheet(s). Contract details are on file in the Purchasing Office.

Prepared by: Maria J. Martinez M.M. Title: Procurement Manager

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

To the Board of Trustees: Meeting: May 12, 2022

Recommend Approval Regular Board Meeting

10.08

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
May 12, 2022 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Aptitud Rebecca Jensen	05/13/22- 06/30/22	Paws-to-Share	$480.00	Provider will bring certified pets to campus for students, staff and facility to engage with. Funding: Restricted
Academic Services Danelle Finnen	06/15/22- 07/20/22	Alliance for Youth Achievement	No Cost	East Side Community Arts, under fiscal sponsorship of Alliance for Youth Achievement, will provide culturally relevant, visual and performing arts instruction for students in grades 3 – 8 during the summer session. Programming will run for 4 weeks, 4 hours per day serving approximately 100 students. Funding: N/A
Academic Services Jackie Montejano	07/01/22- 06/30/24	Verizon (Digital Promise)	No Cost	Multi-year service contract: Verizon and Digital Promise Global have partnered with ARUSD for several years on a variety of specialized programs designed to increase access to devices and connectivity and to create an innovative learning environment. Funding: N/A
Business Services Kolvira Chheng	04/01/22- 06/30/23	Crowe LLP	$15,000.00 NTE	Yearly audit and reporting on financial statements of Alum Rock Measure J General Obligation Bond Activity for the year ending June 2022. Funding: Restricted
Business Services Kolvira Chheng	04/01/22- 06/30/23	Crowe LLP	$85,000.00 NTE	Yearly audit and reporting on Alum Rock's Financial Statements for the year ending June 2022. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Maintenance Ed Villarreal	05/13/22- 06/30/22	Selway Construction, Inc.	$3,985.00 NTE	Fill and repair asphalt pavement by boy's restroom at Ryan Steam Academy Funding: Restricted
Special Education Anthony Colonna	08/01/22- 06/30/23	Alette Brooks dba: Autism Workshop	$30,000.00	Provide individual teacher/staff consultation and group workshops on recommended practices in the education of students with Autism Spectrum Disorder. Alette Brooks will also provide flexibility of services (remote or virtual) during the 2022-2023 school year. Funding: Restricted
Technology Brett Littrell	07/01/22- 06/30/23	EdTechnologyFunds, Inc.	$17,149.00	The district Information Technology department will be initiating multiple projects in the upcoming fiscal year that will involve Category 2 eRate funding and contracts for services subsidized by eRate. The District seeks eRate specialists to validate and guide the District on vendors and projects that can be covered under eRate. Funding: Restricted
Superintendent's Office Dr. Hilaria Bauer	05/13/22- 09/30/22	Peter Allen Media	$20,000.00	Coordinate public and media relations campaigns including but not limited to press releases, announcements, advisories, event, and content creation related to the rollout of ARUSD's Strategic Plan and Early Learning Initiatives in Spring-Summer 2022. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Maintenance Ed Villarreal	07/09/21- 06/30/22	Blossom Hill Glass	$30,000.00	Contract Extension: CO 226031, Board approved July 8th, 2021. Original contract amount: $60,000.00 New contract amount: $90,000.00 The increase in the amount of $30,000 for emergency glass repair/replacement districtwide is due to extensive vandalism. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Aptitud (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Rebecca Jensen

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: Paws-to-Share

   Address: 925 Catalina Ave City: Seal Beach State: CA Zip: 90740

   Phone: (888) 695-6845 Email Address: jgoldfarb@paws-to-share.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date May 2022 end date June 2022

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:

   Paws-to-share bring pets and people together. With a scheduled visit a certified pet and handler will be brought to us.

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:** $480.00 (describe rate agreement) $30 per pet per hour. 4 pets for 4 hours.

   060-3010-0-5815-00-1110-1000-000000-120-1190

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Master Services Agreement

Project Name: Paws-to-Share Day

Date: April 25, 2022

Service Provider:	Paws-to-Share
Address	925 Catalina Ave. Seal Beach, CA 90740
Phone:	562-219-2175

This Service Order incorporates by reference all terms, provisions and conditions set forth in the Master Services Agreement between ALUM ROCK UNION SCHOOL DISTRICT ("District") and Paws-to-Share ("Service Provider") dated April 25, 2022 ("MSA").

When fully executed in counterparts, this Service Order authorizes Service Provider to provide the Services described below:

Date of Services:	TBD
Scope of Services:	Paws-to-Share with bring certified pets to campus for students, staff and faculty to engage with. Total number of dogs, date of visit, length of visit, and location/style of visit to be determined. Paws-to-Share will coordinate all logistical elements of the visit, including ensuring all pets/handlers join as agreed, set up the visit location as mutually agreed to, e.g., placing a temporary barrier fence around the visit location, at no additional fee.
Fee for Services	$30 per pet, per hour of visit

Approval Signatures:

This Service Order may be executed in counterparts, all of which together shall constitute a completely executed Service Order. A copy of a signed Service Order in PDF or facsimile format shall be considered as valid and binding as an original.

	District Representative	Service Provider Representative
By:	Hilaria Bauer	Jaime Goldfarb
Signature:		
Title:	Superintendent	President
Date		April 25, 2022

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: VAPA (School/Dept.) VENDOR NO. 04-019255

PROGRAM MANAGER: Danelle Finnen

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: Alliance for Youth Achievement

   Address: PO Box 56178 City: San Jose State: CA Zip: 95123

   Phone: (408) 509 - 1168 Email Address: a4ya.org@gmail.com

   SSN: _____ or Fed I.D. #: 77-0523774

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 15, 2022 end date July 20, 2022

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:

   East Side Community Arts,under fiscal sponsorship of Alliance for Youth Achievement,will provide culturally relevant, visual and performing arts instruction for students in grades 3-8 during the summer session. Programming will run for 4 weeks, 4 hours per day serving approximately 100 students.

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 (describe rate agreement) _____

   010-0000-0-5815-00-1110-4000-000000-310-5260

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

east side
community arts

East Side Community Arts Scope of Work

East Side Community Arts Summer Program, under the fiscal sponsorship of the Alliance for Youth Achievement (formerly Alum Rock Educational Foundation), provides students, ages 8-14, with a high-quality, culturally relevant, visual and performing arts half-day summer camp experience for four weeks. Students will attend 4 classes per day in the visual arts, drumming, writing/poetry, and crafting. Local high school students will be brought on as Youth Mentors to support Teaching Artists. Youth mentors will provide support in the classroom on projects, transition students from class to class, facilitate outdoor games, and participate in team-building activities. ESCA participants will have the opportunity to showcase their work to their families in the final week of the program through a showcase at the school site, safety regulations permitting.

Program Dates: June 21 - July 15, 2022 (break for the July 4th holiday)
Daily Session: 8am - 12:00pm
Teaching Artist Prep: 30 min before and 30 min after camp session time.

Facilities:
6 classrooms

Student Population:
ESCA serves students entering grades 3-8 (estimated 100 students)

Total Cost: No cost associated. All costs covered by outside grants.

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: Verizon (Digital Promise)

Address: 1001 Connecticut Avenue NW #935 City: Washington State: DC Zip: 20036

Phone: (703) 861-1556 Email: operations@digitalpromise.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 1, 2022 end date June 30, 2024

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

Verizon and Digital Promise Global have partnered with Alum Rock for several years on a variety of specialized programs designed to increase access to devices and connectivity and to create innovative learning environments.

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: 010-0000-0-5815-00-1110-1000- _____ Accountant Initials

000000-305-7221 _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 4/15/2022

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

Year 3-4 addendum to the MOU between Alum Rock Elementary Union School District and Digital Promise Global (dba Digital Promise)

Purpose

This addendum to the MOU for the Verizon Innovative Learning Schools extends the current agreement through June 30, 2024.

A summary of how Digital Promise and Alum Rock Elementary Union School District will work together to create innovative learning environments and document the third and fourth years in the program that extends through the 2022-2023 and 2023-2024 school years is included below.

The third and fourth years of the Verizon Innovative Learning Schools program will provide much of what was provided in the first two years. Please see the summary below including the exceptions.

Digital Promise will provide:

- Coach stipend ($25k per school) for Year 3 only; no stipend for Year 4
- Each tablet provided through the VILs program will be equipped with a 4G LTE cellular data plan of at least 30GB/month for access to educational resources on the Internet when the user is away from school
- Device gap orders through Fall of Year 4 for increases in student enrollment to ensure that each student has a device to use for the fourth year
- Cases for new devices provided through gap orders
- Continued device protection coverage as well as MDM and filter licenses (if provided in years 1 and 2)
- Opportunities to participate in working groups, virtual convenings, and STEM-related events
- Other additional opportunities to be determined at a later date
- At least one on-site visit to each VILS school, when permissible
- Access to VILS online learning platform

In year 3, Digital Promise will NOT provide:

- On-site, in-person professional development

In year 3, Alum Rock Elementary Union School District will provide:

- A full-time Coach at each VILS school to support the ongoing VILS work
- Documentation for implementation of sustainability plans, policies, and procedures submitted in the extension application
- A research point of contact at the district level and at each school to facilitate data collection
- Completion of two Teacher Technology Surveys (beginning and end of the school year) by all VILS teachers
- Continued participation in the research program set forth by the third party evaluator (Westat), as described below
- Device reports on inventory, including lost, stolen, and broken devices
- Documented stories of impact

- Participation in Monthly syncs, Extension School and National Calls

In year 4, Digital Promise will NOT provide:

- Coach stipends
- On-site, in-person professional development

In year 4, Alum Rock Elementary Union School District will provide:

- A full-time Coach, or a high-functioning Teacher Leader Corps team, at each VILS school to support the ongoing VILS work. If the support will be a Teacher Leader Corps, a main point of contact is required and a detailed plan is required in the school's Sustainability Plan.
- Documentation for implementation of sustainability plans, policies, and procedures submitted in the extension application
- A research point of contact at the district level and at each school to facilitate data collection
- Completion of two Teacher Technology Surveys (beginning and end of the school year) by all VILS Teachers
- Continued participation in the research program set forth by the third party evaluator (Westat), as described below
- Device reports on inventory, including lost, stolen, and broken devices
- Documented stories of impact
- Participation in Monthly syncs, Extension School and National Calls

This addendum also updates the existing MOU for the following:

- Verizon may choose to make 5G services available under the MOU in its sole discretion. Any 5G service made available under the MOU requires 5G equipment and 5G coverage
- Any references in the MOU to the Verizon Wireless "4G" or "4G LTE" network shall be deemed to be references to the "Verizon Wireless mobile network" to permit connectivity to any 5G networks provided by Verizon Wireless
- All references to tablets in the MOU shall be deemed to include wireless smartphones, tablets, laptops and any other devices provided with connectivity to the Verizon Wireless mobile network
- End-users, parent(s)/guardian(s) and students are permitted to download any billable or paid applications (apps) that are provided by their schools or districts

Research requirements for years 3 and 4

In the spring of years 3 and 4, schools participating in the VILs program will continue participation in teacher and student surveys. VIL schools will also participate in spring interviews which involve the principal, the coach and three teachers. Administrative data collected in years 1 and 2 will continue to be collected in years 3 and 4. A detailed listing of the data required is presented in the appendix.

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 Elementary Union School District>
<Dr. Hilaria Bauer>
<Superintendent>
<2930 Gay Avenue, San Jose, CA 95127>
<408-928-6822>
<hilaria.bauer@arusd.org>

_____ _____
Kathryn Petrillo-Smith Date
Chief Operating Officer
Digital Promise

_____ _____
<Hilaria Bauer> Date
<Superintendent>
Alum Rock Elementary Union School District

Signature: _____ Date: _____
<Jacqueline Montejano>
Alum Rock Elementary Union School District
VILS District Lead

Signature: _____ Date: _____
<Brett Littrell>
Alum Rock Elementary Union School District
District IT Lead

Signature: _____ Date: _____
<Rene Sanchez>
Alum Rock Elementary Union School District
District Research POC

Signature: _____ Date: _____
<Jonathan Natividad>
Alum Rock Elementary Union School District
Principal
Hubbard Media Arts Academy

Appendix

Administrative and achievement Data – With this extension, administrative and achievement data will be requested for years three and four of the program (SY 2021-22 and SY 2022-23). All data are school-level (disaggregated by grade level) and cross-sectional. Data requested are for all schools in the district. The purpose of these data will be to examine any impacts of the program on student behaviors and achievement. Data requests will occur each Fall.

Data requests will include the data elements below. For each data element Westat will request the data be disaggregated by grade level.

a. Student Demographics

i. School ID
ii. School Year
iii. Total number of students (for each grade 6, 7, 8)
iv. % Female (for each grade 6, 7, 8)
v. % Male (for each grade 6, 7, 8)
vi. % White (for each grade 6, 7, 8)
vii. % Black (for each grade 6, 7, 8)
viii. % Asian (for each grade 6, 7, 8)
ix. % Multi-racial (for each grade 6, 7, 8)
x. % Other (for each grade 6, 7, 8)
xi. % Hispanic (for each grade 6, 7, 8)
xii. % free/reduced lunch (for each grade 6, 7, 8)
xiii. % disability/IEP (for each grade 6, 7, 8)
xiv. % ELL (for each grade 6, 7, 8)

b. Attendance

i. School ID
ii. School Year
iii. Total number of unexcused absences (for each grade 6, 7, 8)
iv. Median (or mean) number of unexcused absences (for each grade 6, 7, 8)

c. Misconduct/Discipline

i. School ID
ii. School Year
iii. Total number misconduct incidents (for each grade 6, 7, 8)
iv. Median (or mean) number of misconduct incidents (for each grade 6, 7, 8)
v. Total number of out-of-school suspension days (for each grade 6, 7, 8)
vi. Median (or mean) number of out-of-school suspension days (for each grade 6, 7, 8)

d. Standardized test data

i. School ID
ii. School Year
iii. Median (or mean) ELA scale score (for each grade 6, 7, 8)
iv. Median (or mean) math scale score (for each grade 6, 7, 8)
v. % ELA achievement level 1 (for each grade 6, 7, 8)
vi. % ELA achievement level 2 (for each grade 6, 7, 8)
vii. % ELA achievement level 3 (for each grade 6, 7, 8)
viii. % ELA achievement level 4 (for each grade 6, 7, 8)
ix. % Math achievement level 1 (for each grade 6, 7, 8)
x. % Math achievement level 2 (for each grade 6, 7, 8)
xi. % Math achievement level 3 (for each grade 6, 7, 8)
xii. % Math achievement level 4 (for each grade 6, 7, 8)

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 02115

Business 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:

- [x] **MOU** (negotiated Agreement)
- [ ] Exhibit B & C (Fingerprinting and TB Test)
- [ ] **MASTER CONTRACT PARTICIPATION**
- [x] 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: Crowe LLP

Address: 400 Capitol Mall STE#1400 City: Sacramento State: CA Zip: 95814

Phone: (916) 441-1000 Email: Charles.raibley@crowe.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates April 1, 2022 end date June 30, 2023

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

Yearly Audit and Reporting on Financial Statements of Alum Rock Measure J General Obligation Bond Activity for the year ending June 2022.

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:** $NTE $15,000

Describe other related costs: $15K for Measure J Audit (Fund 21)

BUDGET CODE: 210-9503-0-5812-00-9000-8500-000000-450-9503 M.N 4/8/2022
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____

Director of Fiscal Services: _____ Date: 4/11/22

Asst. Supt., of Business Services: _____ Date: 4/8/22

Superintendent: _____ Date: _____

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Crowe

Crowe LLP
Independent Member Crowe Global

400 Capitol Mall, Suite 1400
Sacramento, CA 95814-4498
Tel 916-441-1000
Fax 916-441-1110
www.crowe.com

March 11, 2022

Kolvira Chheng
Assistant Superintendent of Business Services
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, California 95127-2322

Dear Mr. Chheng:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Alum Rock Union Elementary School District ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client's Measure J General Obligation Bond activity for the year ending June 30, 2022.

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control

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identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the Board of Trustees of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

PERFORMANCE AUDIT SERVICES

Our Responsibilities We will conduct a performance audit on the Client's Measure J General Obligation Bond activity for the year ending June 30, 2022. The objective of our Performance Audit will be to determine if the bond funds have been expended only on the specific projects listed in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

The objective of a performance audit is to provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. Performance audits provide objective analysis so that management and those charged with governance and oversight can use the information to improve program performance and operations, reduce costs, facilitate decision making by parties with responsibility to oversee or initiate corrective action, and contribute to public accountability. We will plan and perform the performance audit in accordance with performance audit standards contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit

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to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the performance audit objectives.

In making our risk assessments, we consider internal control that is significant within the context of the audit objectives in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control significant within the context of the audit objectives that we have identified during the audit. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

FINANCIAL AND PERFORMANCE AUDIT SERVICES

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year from the date the Financial Statements are available to be issued.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

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With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

FEES

Our fees, exclusive of out-of-pocket expenses and certain technology charges, are outlined below. Certain internal technology charges will be billed per hour of professional time or a flat fee. Internal technology charges reflect our estimate of the costs for technology and related support on this engagement. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Description of Services	Fee Amount
Financial Statement and Performance Audit of Measure J General Obligation Bonds for the year ending June 30, 2022	$15,000

We will invoice you as our services are rendered.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork
- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

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Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any dispute arising out of or related to this Agreement and the parties' relationship generally, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements

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made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

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ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Alum Rock Union Elementary School District	Crowe LLP
DocuSigned by: BD62E9DE138B416...	DocuSigned by: A4DD146890324EE...
Signature	Signature
Kolvira Chheng	Jeffrey Jensen
Printed Name	Printed Name
Assistant Superintendent, Business Services	Partner
Title	Title
April 4, 2022	March 30, 2022
Date	Date

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Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

THIRD PARTY PROVIDER – Crowe may use third-party providers or engage subcontractors in providing Services to Client or for internal, administrative, or regulatory compliance purposes. Third-party providers or subcontractors may include Crowe LLP subsidiaries, Crowe Global member firms, or other third-party providers or subcontractors, in each case within or outside of the United States (each, a "Crowe Subcontractor"). Client agrees Crowe may share Client confidential information with Crowe Subcontractors. If Crowe uses a Crowe Subcontractor, Crowe will be solely responsible for the provision of Services (including those provided by Crowe Subcontractors) and for the protection of Client's confidential information. The limitations on Client's remedies vis-à-vis Crowe, in this Agreement will also apply to any Crowe Subcontractors. Client will bring any claim for a violation of the obligations in this Agreement only against Crowe, and Crowe Subcontractors will have no liability or obligations to Client arising out of this Agreement.

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CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes information on behalf of Client and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by

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Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the forgoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY - Any Deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Further, Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement ("Materials"). The foregoing ownership will be without any duty of accounting.

DATA USAGE AND AGGREGATIONS - Client hereby acknowledges and agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe to improve Crowe services and Materials, including without limitation developing new Crowe services and software or other products. Client also agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an

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obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the

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dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court

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having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NOTIFICATION OF NON-LICENSEE OWNERSHIP (For California Engagements) – Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement ("Key Personnel"). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party's written consent unless hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel's compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 02115

Business 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:

- [x] **MOU** (negotiated Agreement)
- [ ] Exhibit B & C (Fingerprinting and TB Test)
- [ ] **MASTER CONTRACT PARTICIPATION**
- [x] 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: Crowe LLP

Address: 400 Capitol Mall STE#1400 City: Sacramento State: CA Zip: 95814

Phone: (916) 441-1000 Email: Charles.raibley@crowe.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates April 1, 2022 end date June 30, 2023

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

Yearly Audit and Reporting on the Financial Statements of Alum Rock for the year ending June 2022.

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:** $NTE $85,000

Describe other related costs: $77K-District Annual Audit & $7K Out of Pocket Reimbursables (Fund 010)

BUDGET CODE: 010-0000-0-5812-00-0000-7100-000000-700-7100 4/8/22
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____
Director of Fiscal Services: _____ Date: 4/8/22
Asst. Supt., of Business Services: _____ Date: 4/8/22
Superintendent: _____ Date: _____

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Crowe

Crowe LLP
Independent Member Crowe Global

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Sacramento, CA 95814-4498
Tel 916-441-1000
Fax 916-441-1110
www.crowe.com

March 16, 2022

Mr. Kolvira Chheng
Assistant Superintendent of Business Services
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, California 95127-2322

Dear Mr. Chheng:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Alum Rock Union Elementary School District ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending June 30, 2022.

We will audit and report on the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Client for the period(s) indicated.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Combining and Individual Fund Financial Statements and Schedules
- Organization
- Schedule of Average Daily Attendance
- Schedule of Instructional Time
- Schedule of Expenditures of Federal Awards
- Reconciliation of Unaudited Financial Report with Audited Financial Statements
- Schedule of Charter Schools

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedules
- Schedule of the Client's Proportionate Share of the Net Pension Liability

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- Schedule of Contributions

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Schedule of Financial Trends and Analysis – Unaudited

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

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We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the Board of Trustees of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Compliance with State Laws and Regulations – The purpose of this report on compliance is solely to describe the scope of our testing of compliance with State Laws and Regulations, and the results of that testing, based on the requirements of the State of California's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. Accordingly, this report is not suitable for any other purpose

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

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Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year after the date the Financial Statements are made available to be issued.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons

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within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Preparation of the Schedule of Expenditure of Federal Awards

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The Client will provide us with the necessary information to prepare the draft schedule of expenditure of federal awards including the notes thereto. We are relying on the Client to provide us with all information required by the Uniform Guidance for the schedule, notes and other relevant reporting information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the schedule of expenditures of federal awards.

Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

BOND OFFERINGS

With respect to any official statements issued by the Client with which Crowe is not involved, the official statement should indicate that the auditor is not involved with the contents of such official statement. The disclosure should read as:

"Crowe, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crowe also has not performed any procedures relating to this official statement."

FEES

Our fees, exclusive of out-of-pocket expenses and certain technology charges, are outlined below. Certain internal technology charges will be billed per hour of professional time or a flat fee. Internal technology charges reflect our estimate of the costs for technology and related support on this engagement. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Description of Services	**Fee Amount**
Audit of Alum Rock Union Elementary School District Financial Statements for the year ending June 30, 2022	$77,000

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The above fee assumes that the same number of federal programs will be subject to testing in the period ended June 30, 2022 as were tested in the prior year. Each additional program requiring testing above the number of programs tested in the preceding fiscal year will be billed at $5,000 per program. We will invoice you as our services are rendered

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.
- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

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For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any dispute arising out of or related to this Agreement and the parties' relationship generally, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

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ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Alum Rock Union Elementary School District	Crowe LLP
DocuSigned by: Kol S BD62E9DE138B416...	DocuSigned by: Jeffrey Jensen A4DD146890324EE...
Signature	Signature
Kolvira Chheng	Jeffrey Jensen
Printed Name	Printed Name
Assistant Superintendent, Business Services	Partner
Title	Title
April 4, 2022	March 30, 2022
Date	Date

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Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

THIRD PARTY PROVIDER – Crowe may use third-party providers or engage subcontractors in providing Services to Client or for internal, administrative, or regulatory compliance purposes. Third-party providers or subcontractors may include Crowe LLP subsidiaries, Crowe Global member firms, or other third-party providers or subcontractors, in each case within or outside of the United States (each, a "Crowe Subcontractor"). Client agrees Crowe may share Client confidential information with Crowe Subcontractors. If Crowe uses a Crowe Subcontractor, Crowe will be solely responsible for the provision of Services (including those provided by Crowe Subcontractors) and for the protection of Client's confidential information. The limitations on Client's remedies vis-à-vis Crowe, in this Agreement will also apply to any Crowe Subcontractors. Client will bring any claim for a violation of the obligations in this Agreement only against Crowe, and Crowe Subcontractors will have no liability or obligations to Client arising out of this Agreement.

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CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes information on behalf of Client and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the

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cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the forgoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY - Any Deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Further, Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement ("Materials"). The foregoing ownership will be without any duty of accounting.

DATA USAGE AND AGGREGATIONS - Client hereby acknowledges and agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe to improve Crowe services and Materials, including without limitation developing new Crowe services and software or other products. Client also agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b)

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Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle

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the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

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NOTIFICATION OF NON-LICENSEE OWNERSHIP (For California Engagements) – Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement ("Key Personnel"). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party's written consent unless hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel's compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

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, and Transportation

Re: Contract Approval- Selway Construction, Inc., 2021-2022

Date: April 22, 2022

Summary:
Selway Construction, Inc. will fill in and repair asphalt by the Boys' Restroom at Ryan STEAM Academy due to Main Line Repair.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Selway Construction, Inc., in the amount of $3,985.00 for the 2021-2022 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: **Selway Construction, Inc.**

VENDOR NO: _____

ADDRESS: **977 Feller Avenue, San Jose, CA 95127**

FAX NUMBER: _____

TELEPHONE NUMBER: **(408) 422-2162**

TAX ID NUMBER: 84-2990639

E-Mail: phil@selwayconstruction.com

BOARD APPROVAL DATE: May 12, 2022

CONTRACT TERM: From May 13, 2022 - June 30, 2022

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: **Asphalt Pavement at Ryan Steam Academy**

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	$3,985.00

Program Manager/Principal _____ **Date:** 4/22/22

Superintendent _____ **Date:** _____

Fiscal Approval Maria Newton **Date:** 5/2/2022
Accountant

Director of Fiscal Services _____ **Date:** 5/2/22

Asst Supt, Bus Services _____ **Date:** 5/3/22

COMPENSATION: In consideration of the 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: $3,985.00 (NTE)** FY: **2021-2022**

SELWAY CONSTRUCTION
1013 Pecten Court, Milpitas, CA 95035
(408) 422-2162
www.selwayconstruction.com
CL#1056018
DIR#1000515440

Date: 4/8/2022
Attention: Arturo Vazquez
Customer Name: ARUSD
Project Name: Ryan Steam Academy

Excavate dirt, cut asphalt, compact existing base and pave with hot mix asphalt. Area is approximately 12'x5'.

Total Price: $3,985.00

We propose to do the work specified above and on any addendums attached, furnishing all labor and material as specified for a sum of $ plus sales tax with payment to be made as follows: Due upon receipt of invoice.

NOTE: This price does not include permits and inspections fees. This price does not include primary wording in insurance or any cost for a waiver of subrogation. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon accidents, delays beyond our control and shall not be binding prior to credit approval. Selway to carry all necessary insurance required by local ordinances, a certificate of insurance will be furnished upon request. If legal processes are required by Selway Construction, Inc. to recover full payment from the customer of this statement, the customer may also pay all reasonable attorney fees and court costs. Call me with any questions at (408) 422-2162

SELWAY CONSTRUCTION, INC.	*CUSTOMER*
Submitted by: **Philip Selway**	Accepted by:
Title: **Project Mgr.**	Title: DIRECTOR MOT
Date: **4/8/2022**	Date: 4/15/22

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Special Education (School/Dept.) VENDOR NO. 20767

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: Alette Brooks DBA: Autism Workshop

   Address: 6724 Landerwood Ln. City: San Jose State: CA Zip: 95120

   Phone: (408) 705-6869 Email Address: _____

   SSN: 562-86-9424 or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 1, 2022 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:

   Allete Brook DBA: Autism Workshop will provide individual teacher/staff consultation and group workshops on recommended practices in the education of students with Autism Spectrum Disorder. Alette Brooks DBA: Autism Workshop will provide flexibility of services (remote or virtual) during the 2022-2023 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)

   X a. **Fee Rate:** $125.00 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) _____

   080-6546-0-5815-00-5750-1190-000000-380-6546

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				30,000		

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

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

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

Proposal

To: Anthony Colonna, Director of Special Education, Alum Rock Union School District
2930 Gay Avenue, San Jose, CA 95127

From: Alette Brooks, Licensed Educational Psychologist #763, Autism Specialist/Consultant
Owner/Sole Proprietor of Autism Workshop

Date: March 21, 2022

Subject: Proposal for Services for 2022-2023 School Year

The following proposal outlines the activities that I am able to provide to the district to support your students with autism or suspected autism, as well as their programs and staff. My rate of pay is $125.00 per hour.

Section A. This section lists activities are typically provided during times that the district schools are open for direct contact with students:

1. Update status of autism program and confer with Director and other responsible personnel, providing input to facilitate the establishment of program priorities based upon staff interviews and school site observations.

2. Provide individual teacher/staff consultation, training, and group workshops on recommended practices in the education of students with Autism Spectrum Disorder, focused on issues with specific students or groups of students, and "Make 'n Take" materials for autism teachers and support staff as assigned. Consultation and targeted topic workshops which may be provided include the following, based upon director and staff input:
    (1) Understanding autism: strengths and challenges associated with autism
    (2) Setting up a classroom for effective student learning and behavior management for students across the autism spectrum
    (3) Using proactive strategies to address ASD behavioral issues and developing informal behavior plans and formal BIPs that work
    (4) Effectively using a range of visual and physical structures to create positive learning environments
    (5) Developing a structured daily schedule that optimizes ASD student opportunities for learning, including group and individual schedules
    (6) Age-specific concerns for students with ASD (i.e., how to address necessary functional skills from preschool to middle school)
    (7) Translating IEP goals and objectives into lessons and learning activities that are specific to needs of students on the autism spectrum
    (8) Effective data collection and management of record-keeping systems to support instruction and IEP compliance
    (9) Formal and informal assessment techniques for ASD and tools for teachers and other support staff
    (10) Addressing challenging issues with parents (e.g., desires for a specific methodology, requests for "more", when a student with ASD also has an intellectual disability or a significant emotional regulation dysfunction, needs for academic vs. functional skills training) and parent education
    (11) Social communication deficits in autism and strategies for providing tools and opportunities for students to engage with others
    (12) Optimizing mainstreaming experiences for student with autism, classmates, and school community through use of proactive strategies employing student strengths and consequent strategies for addressing characteristic challenges of ASD

(13) Support in employing specific recommended practices in autism with fidelity and in-depth consultation in aspects of research-based methodologies (e.g., TEACCH, ABA, Social Stories, social skills training, PECS, etc.)
(14) Training and support in using legally-defensible verbal and written communication skills, with a focus on IEPs and reports for students with autism
(15) Addressing the specific challenges of full inclusion of students with high-functioning autism in general education settings

3. Conduct observations (in vivo or via video recording) in SDC classrooms and general education classrooms where students on the ASD spectrum are mainstreamed or included to gather the following information:
   a. Instructional methodologies employed
   b. Accommodations and modifications for specific student's needs
   c. Fidelity of use of treatments (e.g., TEACCH, ABA, BIPs, etc.)
   d. Intensity of instruction and learning opportunity frequency for students
   e. Meeting the range of needs of the students in the classroom
   f. Classroom organization and coordination
   g. Appraisal of the degree to which identified student's needs are being met
   h. Articulation of programmatic elements and communication
      (1) During transitions during the day (e.g., mainstreaming, campus activities)
      (2) Transitions from one level or teacher to the next within a school site
      (3) Transitions from one school to another
      (4) Transitions from COE to district programs, or vice versa
      (5) Campus support for SDC programs, staff and students

4. Review student records as assigned to support program development with a focus on the following information:
   a. Defensibility of reports and IEPs
   b. Student assessment and goal information, for comparison purposes to assess how the data is translated into classroom practice
   c. Efficacy of classroom data management systems

5. Provide consultation to teachers and staff on an assigned/as-needed basis to support the needs of students with ASD identified above

6. Attend IEP meetings for students with autism/suspected autism as assigned with necessary preparation and follow-up with the teacher

7. Facilitate team meetings to increase coherence throughout district SDC classes in their services for students on the autism spectrum

8. Provide coaching for individual teachers and their staffs to develop specific skills as indicated in areas of need for students with ASD
   (1) Single or short-term classroom visits, demonstrations, and immediate follow-up meetings with teacher/staff to discuss targeted issues and skills
   (2) Coaching with periodic follow-up (6 to 8 weeks)
   (3) New classroom set-up, with intensive collaboration initially and periodic follow-up after classroom is up and running

9. As part of a multidisciplinary team, provide educational psychologist assessment services as assigned to provide information in the identification of individuals who may have an Autism Spectrum Disorder, or assistance to the team in ruling-out autism.

Section B. This section outlines additional and/or modified services available during times that schools are employing alternatives to traditional in-person instruction due to the coronavirus pandemic, including hybrid and distance learning models, as well as during times when there is significant risk of exposure at the school site as judged by this LEP:

1. All activities listed in Section A (with the exception of Section A-3: direct in-person observation of ongoing classrooms) can be provided via telephone, video conferencing, or through such interactive platforms as Zoom. Training modules can be created for teachers to access as needed or assigned.

2. Activities requiring direct observation of students or teachers, such as in section A-3, can be conducted as appropriate through live streaming or video analysis.

Thank you so much for the opportunity to work with a great team!

Sincerely,

Alette M. C. Brooks

Alette Brooks, Ph.D., LEP #763
Licensed Educational Psychologist
Autism Specialist/Consultant

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo Form

To: Hilaria Bauer, Ph.D., Superintendent

From: Brett Littrell, Chief Technology Office

Re: EdTechnologyFunds, Inc. eRate

Date: April 8, 2022

Description of services being provided:

The district Information Technology department will be initiating multiple projects in the upcoming fiscal year that will involve Category 2 eRate funding and contracts for services subsidized by eRate. The District seeks eRate specialists to validate and guide the District on vendors and projects that can be covered under eRate.

This will maximize the total savings the District will be able to attain through the eRate program. Various upcoming projects that will be covered under eRate are:

Category 1 (90% Discount)

- Internet and Firewall Service
- District-wide fiber-optic network

Category 2 (85% Discount)

- Network Switch Refresh (approx. $500,000 pre discount)
- Battery Backup for School Sites (approx. $500,000 pre discount)
- Internal wiring and repair ($10,000 - $80,000 pre discount estimate)

The total cost for the contract is $17,149, which will cover all Category 1 and 2 funding consultations and record retention for ten years, per estate requirements.

Recommendation:

Staff recommends that the Board of Trustees approve the contract with EdTechnologyFunds, Inc. Due to late submissions and extended lead times for equipment, the District may need to submit orders that fall under eRate soon after the fiscal year 2022-2023. Therefore, we ask to bring on the consultant before planning and paperwork submission.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Information Technology Support Services Dept. (School/Dept.) VENDOR NO. 300640

Submitted by: Brett Littrell, Chief Technology Officer

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: EdTechnologyFunds, Inc.

   Address: 5800 Hannum Ave, Suite 230 City: Culver City State: CA Zip: 90230

   Phone: (625) 296-6284 Email Address: bsutheriand@edtechnologyfunds.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2022 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:

   Deliver high-quality and affordable services that will enable our district to prepare students to thrive in the digital economy. These services include needs assessments, network analysis & inventory, application submission, competitive bidding, review/compliance support, and record retention support.

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:** $ 17,149 (describe rate agreement) Per quote e-Rate consulting services pages 3-4

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	0000	7700	000000	460	5040	17,149	4/24/22

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

E-Rate Consulting Services Contract prepared for Alum Rock Union Elementary School District

Contents & Instructions

1. E-Rate Consulting Services Contract

Please sign and return contract. For questions regarding this contract please contact:
Beverly Sutherland
Telephone: (626) 296-6284
Email: bsutherland@edtechnologyfunds.com

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES

This Contract entered into this **22nd day of March 2022** by and between **Alum Rock Union Elementary School District**, with its principal location **2930 Gay Ave San Jose, CA 95127** and **EdTechnologyFunds, Inc. (a division of Sutherland Consulting Group),** with its principal location at **2400 N. Lincoln Avenue, Altadena, CA 91001**, (hereinafter referred to as Contractor).

WHEREAS, Alum Rock Union Elementary School District has a need for the specialized expertise in the field of completion of E-Rate applications and on-going support of the E-Rate funding.

WHEREAS, Contractor is qualified to provide specialized expertise in the field of E-rate funding and related information technologies.

BACKGROUND, With more than 11 years of experience engaged in the business of consultative support of all aspects of the Schools and Libraries Program of the Universal Service Fund (aka as E-Rate) and more than 20 years in technology development, EdTechnologyFunds (Contractor) has the background and expertise to provide comprehensive support of Alum Rock Union Elementary School District technology program needs.

NOW, THEREFORE, ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT and Contractor agree as follows:

I. STATEMENT OF WORK

Contractor shall perform the work set forth in the "Statement of Work" (SOW) on an annual for the period as defined below, attached hereto and by this reference is hereby made a part of this Agreement as fully set forth herein.

II. PERIOD

Contractor shall commence performance of this Agreement from July 1, 2022 through June 30, 2023. Annual contract extensions can be made upon mutual agreement by both parties.

III. RECORDS

Alum Rock Union Elementary School District shall maintain such records and accounts, including financial records, as are deemed necessary for Alum Rock Union Elementary School District and its funding source(s) to assure a proper accounting for all applicable funds, and/or as required by Statute. Such records, if applicable shall be maintained currently and properly from program, financial and other management audits; and retained for at least (5) years after the expiration of this Agreement.

All records and information are the property of Alum Rock Union Elementary School District , and shall be held in safe keeping and confidence.

Alum Rock Union Elementary School District shall retain professional and administrative responsibility for the services rendered by the Contractor.

Alum Rock Union Elementary School District shall apprise the Contractor of recommendations, plans for implementation and continuing assessment through dated, signed reports or records, which shall be retained by Alum Rock Union Elementary School District for follow-up action and evaluation of performance.

IV. GOVERNING LAW JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Alum Rock Union Elementary School District and Contractor agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that any action brought hereunder shall be exclusively in the County of Los Angeles, State of California.

V. INDEPENDENT STATUS OF CONTRACTOR

A. This Agreement is by and between Alum Rock Union Elementary School District and Contractor and is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, by and between Alum Rock Union Elementary School District and Contractor.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. Alum Rock Union Elementary School District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers compensation liability, the sole employees of Contractor and not employees of Alum Rock Union Elementary School District . Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement.

VI. COMPENSATION

Contractor shall be compensated for services performed under this Agreement as set forth in the SOW as follows:

A. E-RATE CONSULTING SERVICES

Item	Summary Scope of Work	Annual Costs
E-rate Support – Category 1 & Category 2	LOA Support, FCC Form preparations, consultation and discount optimization, timeline direction. Needs assessment, RFP Development, Submission of all FCC Forms, Competitive bidding support, PIA Review, Documentation Retention, and management of the USAC portal (EPC).	**$15,000**

	FCC Forms 486, Discount/SPI set-up, audits/appeals, Service Substitutions (as needed), Form 500s (as needed), and Invoicing/Reimbursement Support Form 472.	
USAC Audits (Applications filed by ETF)	Program Integrity Assurance (PIA), Payment Quality Assurance (PQA), Selective, Invoice Reviews, Beneficiary and Contributor Audit Program (BCAP), and other Audits filed by ETF	**Included**
USAC/FCC Appeals (Applications filed by ETF)	ETF will consult with district and Research, draft, submit USAC and FCC appeals.	**Included**
Prior Year's Funding	Support for prior year's funding awards requiring more than 5 hours per item will be billed based on the rate schedule below.	**See Additional Rate Schedule**
ErateSync™ Annual Subscription	Cloud-based E-rate Records Compliance application to support 10-year+ FCC documentation requirements	**$2,149**
3-Year E-rate Plan Technology Planning	ETF will work with local staff to understand the current status of the systems technology and infrastructure. From this information, a three-year technology plan will be developed so that the School District can identify appropriate strategies for future development. This document will be updated annually	**Included**
Reporting, Training, and Documentation Management	Generate reports, Conduct training, and Documentation management.	**Included**

B. ADDITIONAL SERVICES RATE SHEET

Optional Services		
Prior Documentation Compliance Review & Data Migration to ErateSync™	Review of prior E-rate records for program compliancy and completeness. Document scanning and upload to ErateSync™ is also included in this service.	$2,545.00 per funding year
Prior Emergency Connectivity Fund (ECF) Program Support	Support will include on all ECF applications including processes, forms, and inquiries related to ECF application process and/or award.	$160.00/hour
Prior Year's Application support	Any prior year matter requiring more than 5 hours to complete will be billed hourly.	$160.00/hour + travel expenses.
FCC Legal Counsel	Any prior year matter that requires the engagement of legal counsel will be billed to the district.	FCC/USAC Outside Legal Counsel- ETF will pass through any legal fees, without profit, for services rendered on behalf of the District. EdTechnologyFunds will get prior authorization from the District and provide estimates of the associated fees before any services are rendered
Grant writing and support	Write and submit grant applications as opportunities become available.	$160.00/hour + travel expenses

Notes:

a. Alum Rock Union Elementary School District will be invoiced 50% on July 1, 2022 and 50% after the completion of the Form 471 for E-rate consulting services.

b. The Alum Rock Union Elementary School District will be invoiced monthly for hours rendered in support of previously awarded funding or for additional services.

c. The annual subscription to ErateSync will be invoiced 100% upon contract execution.

VII. DELEGATION AND ASSIGNMENT

Contractor shall not delegate or assign its duties or rights under this Agreement, in whole or in part, without the prior written consent of Alum Rock Union Elementary School District and any prohibited delegation or assignment shall be a breach of said Agreement and render the Agreement null and void in its entirety.

VIII. COMPLIANCE WITH APPLICABLE LAW

A. Contractor shall comply with the requirements of the Davis-Bacon Act (where applicable) and all other Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required, thereby, to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless Alum Rock Union Elementary School District from and against any and all liability, damages, costs or expenses, including, but not limited, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

C. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.

IX. ENTIRE AGREEMENT

The body of this agreement shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this agreement.

X. NOTICES

All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. The Board of Directors shall

have the authority to execute all notices of demands which are required or permitted by under the terms and conditions of this Agreement. Address and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

Address and persons to be notified may be changed by either party by giving prior written notice thereof to the other party.

IN WITNESS WHEREOF, Alum Rock Union Elementary School District and Contractor by duly authorized signatures have executed this Agreement as of the date and year first above written.

EdTechnologyFunds ("CONTRACTOR")

By: **March 22, 2022**
Date

Title: **President & CEO**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By: _____ _____
Date

Title: Dr. Hilaria Bauer, Superintendent

I. E-RATE CONSULTING SERVICES – STATEMENT OF WORK

OBJECTIVE: Alum Rock Union Elementary School District (ARUESD) seeks professional services that provide detailed support for the Schools and Libraries Program of the Universal Service Fund (E-Rate) and other funding opportunities including the Emergency Connectivity Fund program, administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC).
SCOPE OF WORK: EdTechnologyFunds, Inc. (ETF) will provide Alum Rock Union Elementary School District (ARUESD) schools and related entities as listed below with comprehensive E-rate Program Support and Management for Category One – Internet/WAN, Category Two – LAN/WLAN Infrastructure components. Below details how we will deliver the services per the RFP's Scope of Work section upon contract award.

A. PROFESSIONAL SERVICES DESCRIPTION

1. PLANNING AND PRE-FUNDING SUPPORT

Upon RFP award and contract execution, an EdTechnologyFunds (ETF) E-rate consultant/account manager will be assigned to oversee E-rate and Emergency Connectivity Fund program support for Alum Rock Union Elementary School District (ARUESD). The ARUESD account manager will be supported by a Certified E-rate Management Professional, a former USAC PIA reviewer, a discount activation manager, as well as a documentation retention manager.

The assigned ETF account manager will be available for virtual and in-person meetings to review ARUESD's funding status including prior year's open issues, current awards, pending, and for future planning.

EdTechnologyFunds will begin the onboarding process through emails and virtual conference calls to cover items below:

- Letter of Agency (LOA) to be an authorized communicator for ARUESD
- Add ETF has a consultant to ARUESD's EPC Portal
- ARUESD enrollment and NSLP eligibility to validate discounts and Category 2 budget
- Update the EPC system with all necessary changes to ensure that correct funding discounts are established, all entities are properly classified, and Category Two budgets are maximized.
- Review Children's Internet Protection Act ("CIPA") (acceptable use policies including compliance with the Children in the 21st Century Act , filtering, public meeting) records
- Copy of contracts and agreements for current services
- Review CTF registration and discount status
- Request copies of all prior year's E-rate funding records
- Setup ARUESD's ETF email and account on ErateSync (documentation retention) app
- Setup ARUESD's account and process on ETF E-rate project management tool

To quickly and efficiently intake the challenges and opportunities for the FY2022 E-rate Funding Window for ARUESD schools, EdTechnologyFunds will schedule an initial onsite kick-off meeting. The tentative goals of this meeting are detailed below and can be modified as needed in support of ARUESD needs.

- Meet staff and local resources supporting ARUESD E-rate and ECF Funding programs
- Review any open contracting or business registration issues

- Review FY2021 E-rate Eligibility List
- Review latest E-rate and ECF program changes
- Review pending E-rate, ECF, and broadband legislative initiatives
- Review local broadband infrastructure grants current awards and future
- Discuss technology vision and needs for the next three years.
- Review of state or local procurement rules or regulations require
- Discussion on funding sources for applicant portion of E-rate funding awards
- Review current district network topology
- Visit key sites to assess network infrastructures and intake information at all sites including list of current telecommunications circuits, equipment/services/floor plans, and network diagrams
- Review FY2015-Present compliance, open, and pending items
- Review/onboard current and existing required E-rate and ECF records
- Review 3-year rolling Funding Summary and actions (Attached samples)
- Develop list of funding goals and action items
- More as needed

From the onboarding process and in-person meetings, EdTechnologyFunds will create a 3-year E-rate Technology Plan and establish filing timeline.

2. 3-YEAR E-RATE TECHNOLOGY PLAN DEVELOPMENT

ETF will work with ARUESD staff to understand the status of the district's technology and infrastructure. From this information, a three-year technology plan will be developed so that the School District can identify appropriate strategies for future development.
Technologies such as dark fiber deployments, Private LTE, cybersecurity, and other options will be investigated.

3. RFP DEVELOPMENT

- Based on the funding opportunity and ARUESD's technology plan, EdTechnologyFunds will meet with the district staff to discuss the development of RFPs for telecommunications, technology services, and equipment as needed. ETF will integrate best-in-class technology and performance requirements for each RFP developed. Vendor evaluation criteria will be established, and vendor information packages will be created for each RFP prior to posting.
- ETF will post the RFP online and in local newspapers based on ARUESD and funding source procurement requirements. An ARUESD email account will be created on the edtechnologyfunds.com server prior to posting the RFP to manage vendor questions and receive responses. After the RFP posting has closed, ETF will aggregate vendor responses and a create scoring matrix based on the established criteria along with qualified proposals for review by ARUESD. EdTechnologyFunds will meet with ARUESD staff to review responses and assist with the scoring and selection process.

4. E-RATE APPLICATION SUBMISSION SUPPORT

During the E-rate application submission process, eligible schools and libraries submit funding requests to USAC for the upcoming funding year. Several tasks must be completed before starting the process to ensure ARUESD is in the best position to fully leverage its E-rate funding opportunities. ETF will take the following steps during the application process.

Form 470 Completion and Submission

- EdTechnologyFunds will create a draft of the Form 470 based on requirements detailed in the approved RFP and carefully review before posting on USAC's EPC system. The RFP will also be posted on Alum Rock Union Elementary School District's website and in the local newspaper if required. The filing of the Form 470 initiates the 28-day Competitive Bidding process and window.
- If ARUESD elects to purchase from a Master Contract vehicle, the Form 470 and competitive bidding processes can be bypassed. EdTechnologyFunds will however gather establishing Form 470 and bid evaluations from Master Contract holder to insure program compliancy.
- If ARUESD elects to continue with existing service from a multi-year contract, the Form 470 and competitive bidding processes can be bypassed. EdTechnologyFunds will review establishing Form 470 and bid evaluations to insure program compliancy.

Competitive Bidding Process

Below are the steps that will be taken by ETF to ensure an open and fair competitive bidding process:

- ETF will furthermore set up an email account that will be the single point of communications with vendors.
- The ETF Account Manager will be listed as the primary and technical contact on Form 470 submissions unless otherwise requested.
- ETF will respond to all vendor questions and post on USAC's EPC system within 24hours of receipt.
- At the close of the minimal 28-day competitive bidding window, ETF will create a bid summary sheet and vendor evaluation matrices (See attached samples).
- These documents will be sent to ARUESD for review and vendor selections. ETF will meet with ARUESD staff to review responses and assist with the scoring and selection process.

Form 471 Submissions

- Once ARUESD staff has finalized the vendor(s) selection, ETF will review final contracts and Item21 Attachments from the selected vendor(s) for E-rate compliancy.
- These contracts will then be available for ARUESD's review and board approval process. EdTechnologyFunds will assist with vendor interface on revisions to the contract as needed.
- Once all contracts and attachments have been approved, the Form 471 will be prepared and provided to ARUESD for review.
- Upon ARUESD approval, the Form 471 will be submitted along with all supporting documents three weeks prior to the close of the filing window.
- ETF will review Receipt Acknowledgement Letter (RAL) and review recommended changes with ARUESD. RAL changes will be submitted as needed
- ETF will then track the status of the Form 471 and answer Program Integrity Assurance (PIA) review questions until funding is awarded.
- ETF will retain all documents generated during the Form 470, Competitive Bidding, and Form 471 process including RFPs, vendor communications, proposals, bid matrices, and vendor scoring sheets in ErateSync™, our secure document management system, as required by local and state statutes as well as E-rate program rules.

5. PROGRAM INTEGRITY ASSURANCE (PIA) REVIEW

- After the Form 471 has been submitted with selected vendors, ETF will begin tracking the application funding status in the EPC system. ETF will serve as the primary contact with USAC and respond to

Program Integrity Assurance (PIA) questions when the application reaches the review stage of the process.

- ETF will confirm receipt of PIA Review inquiries immediately and will make every effort to prepare a response to for review with System within three (3) days of receipt. For issues requiring more time, ETF will communicate that request to the reviewer and through the EPC system.
- Updates on the status of each inquiry will be made weekly until the issue is resolved.
- We anticipate that most issues will be successfully addressed by the ETF Account Manager and supporting staff in coordination with the vendor. For more complex issues, however, escalation to senior management at USAC or FCC may be required.

6. FUNDING AWARD, SERVICE PROVIDER DISCOUNT ACTIVATIONS, REIMBURSEMENT PROCESS, CHANGES

Funding Award

- Upon Funding Decision Commitment Letter receipt ETF will review to ensure that funding aligns with requests and any PIA Review adjustments.
- USAC and/or FCC appeals to be filed to correct for any ministerial or PIA errors.

Form 486 Submission

- ETF will verify CIPA compliance from materials sent during onboarding process
- Prepare and file Form 486

Discount Activations/Reimbursement Process

- ETF will manage the E-rate discount/reimbursement process with both USAC and the designated vendor(s). This process includes the following:
  1. Determining method of invoicing – Service Provider Invoicing (SPI) or Reimbursement.
  2. Completing necessary vendor forms and grids to activate discounts
  3. Submitting the Form 472 (Billed Entity Applicant Reimbursement aka BEAR) as needed.
  4. Monitoring USAC disbursements.

Invoicing and Payments

- ETF will monitor and manage the invoicing and payment process for Category One (Internet Access) and Category Two (Internal Connections) Services. This process includes the following:
  1. Completing service certification forms.
  2. Service Certification Form be submitted prior to invoice payments to the vendor for all work done.
  3. Establishing a process with vendor(s)/Schools to receive bills and invoices.
  4. Ensure that vendor service delivery documents are received
  5. Reviewing vendor invoices prior to District approval and payment.
  6. Receiving copies of proof of payment from the School District.
  7. Reconciling billing issues with ARUESD.
  8. Annual Invoice/Payment/ Discount Reconciliation at the close of the Funding Year.

Form 500 Submissions

EdTechnologyFunds will request various post commitment changes via the FCC Form 500 (Funding

Commitment Adjustment Request Form) and as detailed below.

1. Adjustments to the funding year service start date reported on a previously filed FCC Form 486
2. Extensions to the contract expiration date listed on the FCC Form 471
3. Funding Request Number (FRN) cancelations
4. FRN funding reductions
5. Service delivery extension for non-recurring services
6. Equipment transfer resulting from the closure of the location where the equipment was originally installed

SPIN Changes

EdTechnologyFunds will request operational or corrective changes to the Service Provider Identification Number (SPIN) as needed to correct for errors or to replace the service provider associated with a specific Funding Request Number (FRN).

Service Substitutions

EdTechnologyFunds will work with ARUESD and vendor to submit a service substitution request if a change in the products and/or services specified in the FCC Form 471 (Description of Services Ordered and Certification Form) is required.

Service substitutions encompass changes in the technical components (products, services, or both) specified in the FCC Form 471. ETF will coordinate with vendor and Alum Rock Union Elementary School District staff to ensure that the service or product substitutions must meet the conditions as specified in the Federal Communications Commission (FCC) rules. ETF will notify EMUSD of any cost changes as a result of the substitution prior to filing. After the substitution request is filed, ETF will track on a weekly basis until approved.

7. E-RATE HEIGHTENED REVIEWS, AUDITS, AND APPEALS

EdTechnologyFunds has extensive experience with Program Integrity Assurance (PIA), Payment Quality Assurance (PQA), Selective, Invoice Reviews, Beneficiary and Contributor Audit Program (BCAP), and other Audits for schools receiving E-rate funding. Our goal is to ensure that every review and audit has a successful outcome. As such, ETF will meet with ARUESD to establish the protocol for receiving and answering questions.

- ETF will confirm receipt of USAC inquires and audits immediately and will make every effort to prepare a response to for review with System prior to the response deadline. For issues requiring more time, ETF will communicate that request to the reviewer/auditor and through the EPC system. Updates on the status of the inquiry will be made daily until the issue is resolved.
- We anticipate that most issues will be successfully addressed by the ETF Account Manager and supporting staff in coordination with the vendor. For more complex issues, however, escalation to senior management at USAC or FCC may be required.
- ETF will review or draft FCC and USAC Appeals as needed to ensure continuity of funding.

8. PRIOR YEAR'S E-RATE FUNDING SUPPORT

In support of prior and current applications, EdTechnologyFunds will review all funding awards from FY2015 to FY2021 during the onboarding process. A list of open issues, audits, pending inquires will be generated.

ETF will r*espond to all review, including audits,* File Form 486's and Form 472's (BEAR forms), Oversee SPI forms (if necessary), Review and Prepare Previous and Current Appeals. Any work associated with support of prior year's funding that requires more than 5 hours of consulting time per item to complete will be billed based on the hourly fee schedule as detailed in the Fee Schedule section of this proposal.

9. ONGOING COMMUNICATIONS

- Respond to all of the District's questions or inquires within one business day.
- ETF will review and monitor funding awards, payments, and USAC notices on an on-going basis and provide district with a quarterly 3-Year Funding Summary (see attached sample)
- ETF will provide District with a quarterly Documentation Retention Report (see sample report in Section VIII)
- Advise the School District on all risk factors and strategies related to securing the maximum allowable E-rate Discount.
- EdTechnologyFunds, as members of the E-rate Management Professionals Organization (E-MPA) and Schools, Health & Libraries Broadband Coalition (SHLB), will keep ARUESD informed of any FCC/USAC/SLD policies or issues that will impact the school district.
- Leverage FCC, USAC/SLD, SHLB, and E-MPA relationships to advocate on behalf of ARUESD.

10. E-RATE DOCUMENTATION MANAGEMENT

The Federal Communications Commission (FCC) requires that program participants retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt, and delivery of services receiving schools and libraries discounts. Schools, libraries, and service providers are subject to both random audits and to other audits (or investigations) to examine an entity's compliance with the statute and the Commission's rules initiated at the discretion of the Commission, USAC, or another authorized governmental oversight body.

The FCC adopted the E-rate Modernization Order on July 11, 2014, extending the document retention period to 10 years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request.

ETF will use ErateSync™, our cloud-based E-rate document management system, to manage Alum Rock Union Elementary School District's E-rate records and help ARUESD stay compliant with program rules. An annual subscription to ErateSync™Premium Plan is included with our services.

- The ETF Account Manager is responsible for uploading, managing, and retrieving documentation received during all phases of the Application process including files required from the competitive bidding process as well as data received from ARUESD, vendors, and USAC. Documentation will be uploaded within 24 hours of receipt into our online, secure documentation storage and retention program, ErateSync™.

- The Account Manager will prepare reports monthly and upon request of documents stored for ARUESD staff. Reports will indicate: name of documents, native format, origination source, date uploaded into system and by whom, and applicable FCC/USAC category to which the document aligns.
- Access to documentation stored in ErateSync™ is available to ARUESD staff as needed. ETF has a staff member who is responsible for providing training and technical support to ARUESD for ErateSync™.
- Annually, around November, the ETF Account Manager will prepare a flash drive of all documentation stored for the System to have for posterity.

Documentation Audit and Data Migration Prior Years (Optional)

- As an optional service, ETF will perform a documentation compliance review of all Category 1 and Category 2 Services records for prior funding years.

II. ASSURANCE OF NO CONFLICT OF INTEREST

EdTechnologyFunds, Inc. is an E-Rate Consulting firm specializing in all aspects of the E-Rate application process and technology support. We are vendor neutral and do not have a USAC/SLD SPIN vendor number. We comply with all FCC/USAC rules and guidelines regarding our role as consultant. We have an impeccable record of performance and take pride in what we have achieved for our clients and the constituents they serve.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Superintendent (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Hilaria Bauer, Ph.D.

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: Peter Allen Media

   Address: PO Box 6945 City: San Jose State: CA Zip: 95150

   Phone: (408) 673-8371 Email Address: peter@peterallenmedia.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date May 2022 end date September 2022

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:

   PAM will coordiante public and media relations campaigns. Announcements, advisors, events, and content creation related to the rollout of ARUSD's Strategic Plan and Early Learing initiatives in Spring-Summer 2022.

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:** $20,000.00 (describe rate agreement) _____

   010-0000-0-5815-00-0000-2700-000000-710-5013

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$20,000.00		

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

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

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

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is between Alum Rock Union School District ("Client"), with its principal place of business at 2930 Gay Ave, San José, CA 95127, and Peter Allen of Peter Allen Media ("Contractor"), an independent contractor.

ARTICLE 1. TERM OF CONTRACT

1.01. This agreement is effective upon signature by both parties, and will continue in effect until terminated by either party in accordance with Article 7.

ARTICLE 2. SERVICES TO BE PROVIDED

2.01. Contractor agrees to perform the following scope of services described below for Client:

(a) Coordinate public and media relations campaigns including but not limited to press releases, announcements, advisories, events, and content creation related to the rollout of ARUSD's Strategic Plan and Early Learning initiatives in Spring-Summer 2022.

(b) Provide regular updates to local, regional, state, and national media outlets and develop editorials and letters to the editor for submission to blogs and local newspapers.

(c) Seek to build favorable relationships for ARUSD with local media outlets, including the Mercury News, Silicon Valley Business Journal, San José Spotlight, SV Metro/San José Inside, and local TV news, and seek to expand reach beyond Silicon Valley.

2.02. Contractor will follow industry standards in the method, details, and means of performing the above described services.

2.03. Contractor enters into this agreement, and will remain throughout the term of the agreement, as an independent contractor. Contractor is not and will not become an employee, partner, agent, or principal of Client while this agreement is in effect. Contractor is not entitled to the rights or benefits to include disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit.

2.04. Contractor is responsible for paying all applicable taxes, including income taxes and estimated taxes, incurred as a result of any of the compensation paid by Client to Contractor for services under this agreement. Contractor agrees to indemnify and hold Client harmless for any claims, costs, losses, fees penalties, interest, or damages (including all attorneys' fees and costs) suffered by Client resulting from Contractor's failure to comply with this provision.

ARTICLE 3. COMPENSATION

3.01. Client shall pay Contractor a rate of $20,000 over a period lasting from May to September 2022. Contractor shall provide a monthly report of detailed work performed. Client will remit via check or automated payment.

3.02. A maximum of $20,000 is allotted for the scope of this agreement.

ARTICLE 4. OBLIGATIONS OF CONTRACTOR

4.01. Contractor agrees to work the appropriate amount of hours per month to fulfill the duties outlined in Article 2.01.

4.02. Contractor will supply all tools, materials, and equipment required to perform the services under this agreement unless mutually agreed upon by both parties. All data, information, and equipment provided by Client remains the property of Client as set forth more fully in section 6.01 of this agreement.

4.03. Client will not be held responsible for Workers' Compensation and/or Liability Insurance in Contractor's performance of their duties.

4.04. Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this agreement in a competent, professional manner, without the advice or direction of Client.

4.05. Contractor agrees to indemnify, defend, and hold Client free from any and all losses, injuries of any kind, liabilities or damages (including all attorneys' fees and costs) that Client may incur or suffer and that arise, result from or are related to any breach or failure to perform any of the representations, warranties and obligations contained in this Agreement. Client agrees to indemnify, defend, and hold Contractor free from any and all losses, injuries of any kind, liabilities or damages (including all attorneys' fees and costs) that Contractor may incur or suffer and that arise, result from, or are related to any breach or failure by Client to perform any of the representations, warranties, and obligations contained in this agreement.

4.06. Neither this agreement nor any duties or obligations under this agreement may be assigned by Contractor without the prior written consent from Client. Contractor may not use any other Client Contractors to perform the services required of Contractor by this agreement, without prior consent from Client.

ARTICLE 5. OBLIGATIONS OF CLIENT

5.01. Client agrees to comply with all reasonable requests of Contractor necessary in the performance of Contractor's duties under this agreement.

ARTICLE 6. CONFIDENTIAL INFORMATION

6.01. Proprietary Information - During the performance of this Agreement, Contractor will have access to individually identifiable information that is protected by law. Contractor agrees to treat all such information as confidential and will use all necessary care to maintain such information in confidence and for use only for the purposes contemplated in this Agreement. Contractor shall not release any of the aforementioned information to any entity or party, nor discuss such

information with any party other than Client, without the express written consent of Client or as Contractor may be required by law to disclose. In the event that Contractor receives a subpoena, court order, or other legal document requiring release of the information, or is informed that such a document is being requested, Contractor shall immediately give notice to Client in order to permit Client to seek a protective order or other similar order. All confidential information is the property of Client. This provision will survive the termination of this Agreement.

ARTICLE 7. TERMINATION OF AGREEMENT

7.01. Notwithstanding any other provision of this agreement, either party may terminate this agreement at any time by giving two (2) weeks written notice to the other party. Final payment for services will be not later than the end of the month in which written notice is given by either party.

7.02. This agreement will terminate automatically on the occurrence of any of the following events:

(a) Bankruptcy or insolvency of either party.

(b) Merger or acquisition of Contractor without prior consent.

(c) Death of either party.

(d) Unauthorized disclosure by Contractor of Client's Proprietary Information.

7.03. If either party defaults in the performance of this agreement or materially breaches any of its provisions, the non-breaching party may terminate this agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five (5) days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this agreement includes, but is not limited to, the following:

(a) Client's failure to pay Contractor undisputed compensation within 14 days after written demand for payment.

(b) Contractor's failure to complete the services (to the sole satisfaction of Client) specified in Paragraph 2.01.

(c) Client's material breach of any representation or provision contained in this Agreement.

7.04. In the event of termination, Contractor shall deliver to Client all documents prepared pursuant to this Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided.

INDEPENDENT CONTRACTOR AGREEMENT

ARTICLE 8. GENERAL PROVISIONS

8.01. Any notices required to be given under this agreement by either party to the other may be affected by personal delivery in writing, by electronic communication ("email"), or by mail, registered or certified, postage prepaid with return receipt requested to the address listed as the parties' principal place of business.

8.02. This agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for Client and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Any modification of this agreement will be effective only if it is in a writing signed by the party to be charged.

8.03. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

8.04. Any controversy between the parties to this agreement involving the construction or application of the terms, covenants, or conditions of this agreement will on the written request of one party served on the other, be submitted to arbitration. The arbitration will comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

8.05. This agreement will be governed by and construed in accordance with the laws of the State of California. Venue for any action or arbitration will be in the County of Santa Clara.

Executed at San José, California, on __ May 2022.

For Contractor	*For Alum Rock Union School District*
Signature	Signature
Peter Allen, Principal	Hilaria Bauer, PhD, Superintendent
May 5, 2012	
Date	Date

Peter Allen Media

PROPOSAL FOR SERVICES

CLIENT: Alum Rock Union Elementary School District (ARUSD)

CONTACT: Dr. Hilaria Bauer, Superintendent

SCOPE OF WORK:

- PAM will coordinate public and media relations campaigns including but not limited to press releases, announcements, advisories, events, and content creation related to the rollout of ARUSD's Strategic Plan and Early Learning initiatives in Spring-Summer 2022.
- PAM will provide regular updates to local, regional, state, and national media outlets and develop editorials and letters to the editor for submission to blogs and local newspapers.
- PAM will seek to build favorable relationships for ARUSD with local media outlets, including the Mercury News, Silicon Valley Business Journal, San José Spotlight, SV Metro/San José Inside, and local TV news, and seek to expand reach beyond Silicon Valley.

PROJECTS	TIMEFRAME	RATE*
Media Relations Press Releases/Events, Advisories, Talking Points, Coaching	May 2022 - Sept 2022	$7,500
Public Relations Announcements, Collateral, Events, Social Media	May 2022 - Sept 2022	$7,500
General Consulting Strategy, Content Creation, Copyediting	May 2022 - Sept 2022	$5,000
TOTAL (*not to exceed)		**$20,000**

NOTES:

- Client to provide Consultant with content and source material (reports, videos, notes, links, etc.), media lists, branding, and other existing collateral.
- Client and Consultant to schedule regular virtual and/or in person check-in meetings.
- Invoice to be paid in two installments: 50% on initiation of work; 50% on completion.
- Renegotiation may be requested by either party at any time.

PO Box 6945, San José, CA 95150 | 408.673.8371 | peter@peterallenmedia.com

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 Adjustment- Blossom Hill Glass & Mirror

Date: May 4, 2021

Summary:

On July 8, 2021, the Board approved CO-226031 to provide emergency glass repair/replacement district-wide. Due to the extensive vandalism at Fischer and Mathson middle schools and other elementary schools, the initial contract amount for Blossom Hill has been surpassed. At this time, the staff is asking to increase the contract amount to cover the needs for the remainder of FY 2021-22.

Recommendation:

Staff recommends that the Board of Trustees approve the contract increase in the amount of 30,000.00 with Blossom Hill Glass for a total expenditure of $90,000.00 for FY 2021-2022.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT ADJUSTMENT

P.O. No. _____ Contract No. C226031 Contract Original Amount: $ 60,000.00

Vendor Name: BLOSSOM HILL GLASS Vendor No. 23102

Please check:

- ____ Cancel P.O. / Contract
- ____ Change Item No.: ____
- X Increase Amount Line Item No.: ____
- ____ Decrease Amount Line Item No.: ____
- ____ Add Line No.: ____
- ____ Delete Line No.: ____
- ____ Change org key/object code to: ____
- ____ Change Vendor No. to: ____
- ____ Add Freight: $____
- ____ Add Tax: ____%
- ____ Disencumber
- ____ Change Order No.: ____
- ____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$ 60,000.00
Change Order #: 1	$ 30,000.00
Change Order #: ____	$
Change Order #: ____	$
New Contract Total (including Change Orders)	$ 90,000.00

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR 000000	LOC XXX	PROG XXXX	$ AMOUNT
1	010	0000	0	5815	00	00	8100	000000	450	8140	30,000.00
			0		00			000000			

M. Newton 5/5/2022

Reason for Adjustment: Please increase the amount on C226031 by $30,000.00 Due to extensive vandalism, the initial contract amount for Blossom Hill Glass has been surpassed. From the increase, $16,000 will be for pending invoices and the remining for FY-2021-2022 Thank you!

School/Dept.: Maintenance & Operations Requested by: Ed Villarreal

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

_____ 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.)

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

10.09

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 Memorandum(s) of Understanding as summarized on the sheet(s) dated May 12, 2022.

Recommendation:
Staff recommends acceptance of these memorandum(s) of understanding.

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: May 12, 2022

Recommend Approval Regular Board Meeting

10.09

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
May 12, 2022 Board Meeting

MEMORANDUM(S) OF UNDERSTANDING

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Academic Services George Kleidon	07/01/22-06/30/23	Santa Cruz/Silicon Valley New Teacher Project	$70,400.00	Santa Cruz/Silicon Valley New Teacher Project will partner with ARUSD in conducting an induction program according to state standards. Funding: General
Academic Services Rene Sanchez	06/01/22-06/23/22	Santa Clara County Office of Education	No Cost	SCCOE will provide a teacher stipend for Ms. Hiroshima who is participating in the Kinder Readiness Assessment Symposium where there will be collaborative discussions about countrywide kindergarten readiness. Funding: N/A

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:

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

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

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

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

Address: 400 Encinal Street City: Santa Cruz State: CA Zip: 95062

Phone: (831) 466-5845 Email: cmcisaac@santacruzcoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 1, 2022 end date June 30, 2023

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

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

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

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

X b. **Other:** $ 70,400 (30 teachers @ $2,000ea + 2 teachers @ $5200ea)

Describe other related costs: _____

BUDGET CODE: 010 0000 0 5815 00 1110 1000 _____ Accountant Initials

000000 305 5011 _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: [signature] R.S Date: 3/25/2022

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

Santa Cruz/Silicon Valley New Teacher Project and Alum Rock Union School District

MEMORANDUM OF UNDERSTANDING
July 1, 2022 - June 30, 2023

This is a Memorandum of Understanding (MOU) between the Santa Cruz/Silicon Valley New Teacher Project (SC/SVNTP), a California state-approved Induction Program, and its Local Education Authority the Santa Cruz County Office of Education (SCCOE) and the Alum Rock Union School District (District), in partnership to carry out Teacher Induction. The purpose of this MOU is to establish a formal working relationship between the SC/SVNTP and District and to set forth the operative conditions that will govern this partnership.

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

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

1. **Program Leadership and Administration**:

   - Complete state and local accreditation processes, presentations and written reports.
   - Communicate with the California Commission on Teacher Credentialing, California Department of Education and other state-level stakeholders.
   - Verify Induction eligibility for all newly-enrolled teachers.
   - Notify Santa Cruz County Office of Education Human Resources Department when teachers complete the SC/SVNTP Induction program.
     - SCCOE Human Resources will recommend teachers who complete Induction **AND** any additional requirements listed under their preliminary for their CLEAR credential.
   - Develop and maintain online learning environments and tools, including the use of Torsh/Talent, a **secure password protected video platform for observation and feedback**, used for mentor and participating teacher success in the Induction program.
   - Hire and supervise contract mentors as needed and able, to ensure access to Induction for eligible new teachers.
   - Implement accounting and reimbursement for monthly mentor mileage in accordance with Santa Cruz County Office of Education business policies.
   - Implement accounting and reimbursement for up to one day of release time for **participating teachers in their first year in the program** to observe teacher colleagues each school year.

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

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

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

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

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

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

THE DISTRICT AGREES TO:

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

2. **Mentor Selection and Assignment:** Create a cadre of experienced mentors based on a ratio of **no more than** one mentor to a total of 18 teachers. These mentors will possess a high level of training

and leadership ability and will contribute to the District as instructional leaders. Selection criteria for mentors should include the following minimum qualifications:

- Knowledgeable of the context and/or the content area of the participating teacher's assignment:
  - It is preferred that mentors have the same credential authorization as the participating teachers with whom they are matched.
- Demonstrate commitment to professional learning and collaboration
- Possess a current California Clear Teaching Credential
- Have the ability, willingness, and flexibility to meet participating teachers' needs for support
- Have a minimum of five years of effective teaching experience

3. **Teacher Enrollment**: Enroll all eligible teachers in the SC/SVNTP Induction program and work with SC/SVNTP leadership to assign a grade and/or content-matched mentor within 30 days of hire (Induction Precondition 2, see Appendix A). **The SC/SVNTP enrollment period concludes on September 30th.**
   - When an enrolled teacher will be out for more than four (4) weeks in a given semester, that semester of support can not be used towards Induction. If a participating teacher must leave their assignment, either for an extended leave or permanently, SC/SVNTP must be notified and an SC/SVNTP Exit Form completed. The district will be prorated for the withdrawn teacher's support.

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

5. **Financial Considerations:** Take budgetary and organizational action to ensure that Induction is available to all eligible teachers.

FEE STRUCTURE

1. **In-House Mentors:** If providing own mentor(s), the District will contribute $2,000 per participating teacher.
   - Estimate 30 teachers x $2,000 = $60,000

2. **Contract Mentors:** If requiring services of an SC/SVNTP contract mentor:
    - SC/SVNTP will seek to provide contract mentors to support up to 9 participating teachers at $5,200 fee rate per participating teacher.
    - For participants ten, and beyond, the district agrees to pay $6,000 per participating teacher
        - Estimate 2 teachers x $5,200= $10,400

3. District will be invoiced by SC/SVNTP in February each year based on number of participating teachers enrolled. Payment should then be directed to the Santa Cruz County Office of Education.
    - Total estimate: $70,400

PROPRIETARY MATERIALS

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

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

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

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

Termination:

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

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

SIGNATURES OF AGREEMENT:

Dr. Hilaria Bauer, District Superintendent	Date
Rene Sanchez, District Assistant Superintendent - Instructional Services	3-28-2022 Date
Dr. Faris Sabbah, Santa Cruz County Superintendent of Schools	03 / 26 / 2022 Date
Liann Reyes, Deputy Superintendent, Business, Santa Cruz COE	03 / 28 / 2022 Date
Melissa Roberts, Senior Director, SC/SVNTP	03 / 28 / 2022 Date
Candace McIsaac, Director, SC/SVNTP (Silicon Valley)	03 / 29 / 2022 Date

Appendix A: California Commission on Teacher Credentialing Program Sponsor Alert January 23, 2017

Preconditions for General Education Induction Programs

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

Induction Program Design for Mentoring Clear Teaching Credential Candidates

Standard 1: Program Purpose

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

Standard 2: Components of the Mentoring Design

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 010547

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

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

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

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

Name of Individual/Company: Santa Clara County Office of Education

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

Phone: (408) 453-6600 Email: msnavely@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates June 1, 2022 end date June 23, 2022

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

ARUSD will receive a teacher stipend for Kimi Hiroshima who is participating in the Kinder Readiness Assessment Symposium where there will be collaborative discussions about countrywide kindergarten readiness.

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. SCCOE will pay ARUSD a stipend for Kimi Hiroshima

Describe other related costs: in the amount of $500 plus statutory costs not to exceed $600.

BUDGET CODE: 010-0000-5815-00-1110-1000- _____ Accountant Initials

000000-305-7221 _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 5-3-2022

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

Santa Clara County Office of Education

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

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

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in Kindergarten Readiness Assessment Symposium.

2. Goals

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

3. Responsibilities

3.1. The Agency Responsibilities:

3.1.a. Alum Rock Union School District will receive a stipend for Kimi Hiroshima, an educator at Alum Rock School District, in the amount of $500 plus statutory costs, not to exceed $600.00.

3.1.b. Kimi Hiroshima will participate in the Kinder Readiness Assessment Symposium and provide recommendations for a countywide KRA in partnership with kindergarten teachers from across Santa Clara County.

3.1.c. Alum Rock Union School District will process the educator's stipend, not to exceed a total of $600 through their payroll department. This payment includes the teacher stipend ($500) as well as statutory costs involved in the stipend ($100).

3.1.d. Alum Rock Union School District will invoice the Santa Clara County Office of Education (SCCOE) for the stipend and statutory costs for Kimi Hiroshima.

3.2. The SCCOE Responsibilities:

3.2.a The SCCOE will host the Kindergarten Readiness Symposium June 21-23, 2022 and provide a coordinator to facilitate the event.

3.2.b. SCCOE will provide breakfast and lunch, and all materials are resources needed for this event.

3.2.c. SCCOE will provide childcare for children (ages 7-12) of participants, including breakfast andlunch.

4. Duration of Agreement

This Agreement begins on June 1, 2022 and ends on June 23, 2022.

5. Articulation of Monies/Compensation

The Santa Clara County Office of Education will pay Alum Rock Union School District a stipend for Kimi Hiroshima in the amount of $500.00 plus statutory costs not to exceed $600.00 for their participation in the Kindergarten Readiness Assessment on June 21-23, 2022. Alum Rock Union School District will process the educator's stipend through their payroll department.

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

☐ Yes, Data Sharing agreement/form attached

☒ No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon advance written notice to the other Party.

8. Other Terms

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

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

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

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

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

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

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

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

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

11. Electronic Signatures/ Signatures

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

Santa Clara County Office of Education

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Melinda Snavely

Title: Director, Early Learning Data Governance

Date: _____

Address: 1290 Ridder Park Drive
San Jose, CA 95131

Phone: 408-453-6600

Email: msnavely@sccoe.org

(Enter Agency Name):

By: _____
Signature of Authorized Agency Official

Name: Dr. Hilaria Bauer

Title: Superintendent

Date: _____

Address: 2930 Gay Ave
San Jose, CA 95127

Phone: (408)928-6800

Email: hilaria.bauer@arusd.org

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

10.10

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **Resolution # 45-21/22 Inventory Disposal**

Staff Analysis:
Authorize the sale, donation, and/or disposal of surplus property under the direction of the Procurement Manager, Assistant Superintendent of Business Services and/or Superintendent.

Recommendation:
Staff recommends approval of the sale, donation and/or disposal, of surplus property listed on the attached sheet(s) dated May 12, 2022.

Prepared by: Maria J. Martinez M.M. Title: Procurement Manager

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

To the Board of Trustees: Meeting: May 12, 2022

Recommend Approval

10.10

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
OF
SANTA CLARA COUNTY, STATE OF CALIFORNIA

RESOLUTION # 45-21/22
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 12th day of May, 2022, 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:

Andrés Quintero, Board President _____

Minh Pham, Board Vice President _____

Corina Herrera-Loera, Board Clerk _____

Ernesto Bejarano, Board Member _____

Linda Chávez, Board Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on May 12, 2022.

_____
Hilaria Bauer, Ph.D., Superintendent

CNS DEPARTMENT SURPLUS EQUIPMENT DISPOSAL
Date: May 12, 2022
Resolution No. 45-21/22

DESCRIPTION	ARD No.	SERIAL No.
REFRIGERATOR, ROLL-IN, SINGLE DOOR TRAULSEN, MODEL# ARI132LRIFHS	02955	T32930L98
REFRIGERATOR, ROLL-IN, TWO (2) DOORS TRAULSEN, MODEL# MHT232LRI FHS	00148	V209610A96

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

10.11

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/May 12, 2022.**

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: Tereasa Smith	Title: Director, Human Resources

To the Board of Trustees: **Recommend Approval**	Meeting: May 12, 2022 Regular Board Meeting
10.11	
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
May 12, 2022

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hires:

1. Nguyen, Thanh-Nguyen	Science/Renaissance Academy II	04/26/2022

II. New Hire-Substitute Teacher:

1. Tu Cam, Thomas	04/07/2022
2. Arredondo, Armando	04/12/2022
3. Castaneda, Eileen	04/13/2022
4. Steve, Alexa	03/25/2022

CLASSIFIED PERSONNEL – May 12, 2022

CLASSIFIED OFFERS OF EMPLOYMENT:/

I. New Employee:

1. Carretero, Vanessa Margarita	Administrative Assistant/Academic Services & Student Services	04/01/2022
2. Colin, Agustina Becerril	Head Custodian II – Middle/Renaissance I	04/25/2022
3. Oranday, Blanca Adelina	School Office Assistant/Cassell	04/25/2022
4. Rios, Ana Lilia Espinoza	Night Custodian I – Elementary/Adelante II	04/25/2022
5. Trujillo, Guadalupe	Community Liaison 9.5mo/Adelante I	04/25/2022

II. Change of Status:

1. Aguilera, Angelica	Senior Accounting Assistant/Purchasing & Fiscal Services	04/07/2022
2. Ireland, Kenneth	Paraeducator Special Education II & Campus Paraeducator/Aptitud	03/30/2022
3. Manzo, Yadira R	Lead Night Custodian/M.O.T	04/13/2022

III. Retirement:

1. Adams, Nanc C	Paraeducator Special Education II/McCollam	06/13/2022
2. Marcos, Rosa A	Paraeducator Special Education II & Campus Paraeducator/Ryan	04/03/2022
3. Munoz, Ruby	Paraeducator Special Education I & Campus Paraeducator/Adelante I	06/13/2022
4. Sanchez, Alfonso	Head Custodian I-Elementary/Dorsa	04/08/2022

IV. Contracted Employee:

1. Steele, Brandon	Athletic Director-Coach/Hubbard	08/17/2021-06/10/2022