ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
July 21, 2022

Thursday, July 21, 2022
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA
Time: 5:30 p.m.
Code: Regular #01-22/23

The July 21, 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/85490245909
One tap mobile
+16699006833, Meeting ID:854 9024 5909# 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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 2.01 on this agenda as stated below.

2. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

2.01 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 2.01 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.

3. COMMENTS AND COMMUNICATION

3.01 Alum Rock Administrator's Association (ARAA).

3.02 Teamsters.

3.03 California School Employee's Association (CSEA).

3.04 Alum Rock Educator's Association (AREA).

3.05 Superintendent.

3.06 Board of Trustees/Communications/Comments.

4. PUBLIC HEARING(s) AND/Or Special Order of Business

4.01 PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with the Teamsters 150 for the period of July 1, 2020- June 30, 2023.

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 Approve CSBA Membership Dues, Period from July 1, 2022 through June 30, 2023, $14,857.00. Dues not processed before September 15, 2022 will result in a disruption of services.

5.02 Approve CSBA Educational Legal Alliance (ELA) Membership Dues, Period from July 1, 2022 through June 30, 2023, $3,714.00. Dues not processed before September 15, 2022 will result in a disruption of services.

5.03 Approve CSBA Gamut Policy Plus Service, Period from July 1, 2022 through June 30, 2023, $3,485.00. Services must be renewed by September 15, 2022 to keep uninterrupted access to service.

5.04 Approve CSBA GAMUT Online, Period from July 1,2022 through June 30, 2023, $3,445.00. Services must be renewed by September 15, 2022 to keep uninterrupted access to service.

5.05 Approve Resolution No. 02-22/23: Resolution of the Board of Trustees of the Alum Rock Union Elementary School District Ordering an Election to Authorize the Issuance of School Bonds, Establishing Specifications of the Election Order, and Requesting Consolidation with Other Elections Occurring on November 8, 2022.

5.06 Discussion/Consideration to Approve Resolution No. 3-22/23 Authorizing Remote Virtual/Teleconference Meetings Of The Board And District Committees Subject To The Brown Act For The Period July 22, 2022 - August 21, 2022.

5.07 Direct staff to discuss the development of Blanca Alvarado Library at Alpha Blanca Alvarado School (Information Only).

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 Award of Bid Package and Contract for #B2223-Bonds01 at Renaissance Academy at Mathson, Paving.

6.02 Award of Bid Package and Contract for #B2223-Bonds02 at Renaissance Academy at Fischer, Paving.

6.03 Award of Bid Package and Contract for #B2223-Bonds03 at Renaissance Academy at Fischer and Cassell Elementary, Remove and Replace Fence.

6.04 Award of Bid Package and Contract for #B2223-Bonds04 at Adelante II and Cassell Elementary, Install Privacy Slats.

6.05 Award of Bid Package and Contract for #B2223-Bonds06 at Russo/McEntee ES, Asphalt Repair/Replace.

6.06 Award of Bid Package and Contract for #B2223-Bonds07 at Adelante I ES, Asphalt Repair/Replace.

6.07 Award of Bid Package and Contract for #B2223-Bonds08 at William Sheppard MS, Asphalt Repair/Replace.

6.08 Award of Bid Package and Contract for #B2223-Bonds09 at Joseph George MS, Asphalt Repair/Replace.

6.09 Award of Bid Package and Contract for #B2223-Bonds10 at San Antonio ES, New Asphalt for Shade Structure .

6.10 Award of Bid Package and Contract for #B2223-Bonds11 at Russo/McEntee ES, Adelante I ES, William Sheppard MS, Joseph George MS, San Antonio ES, and McCollam ES for Installation of New School Signs.

6.11 Approve Contract with Project Support Services (PSS) for Phase II of DSA Project Closeout and Certification in the Amount of Not to Exceed $111,000.00.

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

7.01 Approve Start and End Times for School Year 2022-2023.

7.02 Submission of Early Literacy Support Block Grant (ELSB) Annual Report (Information Only)

7.03 Approve Quarterly Report on Williams Uniform Complaints.

7.04 Approve School Plan for Student Achievement (SPSA) 2022-2023.

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 Resignations (Information Only).

8.02 Approve New Position and Job Description – Early Learning Program Coordinator

8.03 Receive Teamsters Local 150 Amended Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2022 to June 30, 2023.

8.04 Adopt the District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150 for the period of July 1, 2022 – June 30, 2023.

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 AchievedKids for the 2022-2023 SY. This contract provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. Submitted by: Special Education, $328,653.

9.02 Approve The Creekside School Contract for the 2022-2023 SY. This contract will provide individualized instruction and behavior support services to autistic and behaviorally disordered students. Submitted by: Special Education, $103,252.65.

9.03 Approve the Contract with RO Health, LLC. for the 2022-2023 SY . This contract will provide LVN services to ARUSD students with medical needs. Submitted by: Student Services , $310,000.

9.04 Approve the Contract with Community School of Music & Arts for the 2022-2023 SY . This contract will provide visual art classes (Arts4Schools Instruction) to K-8 students at 9 school sites. Submitted by:Academic Services, $152,792.

9.05 Approve the Contract with Think Together, Inc. - Preschool Program for 2022-2023 SY. This contract will provide ARUESD with a comprehensive licensed preschool program at Adelante I and Adelante II. Submitted by: Early Learning, $846,433.70.

9.06 Approve the Contract with Think Together, Inc. ASES for the 2022-2023 SY. This contract will provide after school homework assistance, academic support, and enrichment activities (up to 84 ES and 112 K-8 students) at Adelante I, Hubbard, Linda Vista, McCollam, Russo/McEntee, Painter, Aptitud, Meyer, Ryan, and Lyndale. Submitted by: State & Federal, $1,640,642.

9.07 Approve the contract with Think Together, Inc. for the 2022-2023 SY. This contract will provide extended learning opportunities, and program support for TK-6th grade at Adelante, Hubbard, Linda Vista, McCollam, Russo/McEntee, Painter, Aptitud, Meyer, Ryan and Lyndale. Submitted by: State & Federal, $2,463,065.

9.08 Approve the contract with YMCA of Silicon Valley - ASES for the 2022-2023 SY. This contract will provide after school services (in person and/or remotely). Services will include homework assistance, academic support, and enrichment activities (up to 84 ES and 112 K-8 students) at LUCHA, Adelante II, Cassell, Cureton, and San Antonio school sites. Submitted by: State & Federal, $732,412.

9.09 Approve the contract with YMCA of Silicon Valley for the 2022-2023 SY. This contract will provide extended learning opportunities, and program support for TK- 5th grade at LUCHA, Adelante II, Cureton, San Antonio, Cassell, and Dorsa. Submitted by: State & Federal, $723,073.20.

9.10 Approve the contract with Envisioneers ASES for 2022-2023 SY. This contract will provide (in person and/or remotely) after school homework support, apprenticeship activities, and enrichment opportunities for 112 students at George, Ocala and Sheppard M.S. Submitted by: State & Federal, $509,721.

9.11 Approve the Crystal Creamery Contract Extension for the 2022-2023 SY. This is the third and final year of a 3 year contract for RFP#2021-CNS03 for the Purchase of Juice and Dairy Products and Services. Submitted by: Child Nutrition Services, $520.000.

9.12 Approve the Gold Star Foods Inc. Contract Extension for the 2022-2023 SY. This is the third and final year of a 3 year contract for RFP#2021-CNS01 for the Distribution of Commercial Food Products and Paper Supplies. Submitted by: Child Nutrition Services, $850,000.

9.13 Approve the Daylight Foods Produce Contract Extension for the 2022-2023 SY. This is the third and final year of a 3 year contract for RFP#2021-CNS02 for Fresh Produce and Services. Submitted by: Child Nutrition Services, $ $420,000.

9.14 Approve the Contract Participation (year 5) with SLIC Commodity Cooperative for the 2022-2023 SY. This contract will provide all raw commodity food items received by USDA and distributed to several manufacturers for further processing and development of alternative meat products, whole grain, and vegetable entrees. Submitted by: Child Nutrition Services, $1,450,000.

9.15 Approve the P&R Paper Supply Company Contract Extension for the 2022-2023 SY. This is the third and final year of a 3 year contract for RFP#2021-CNS01 for Distribution of Commercial Food Products and Paper Supplies. Submitted by: Child Nutrition Services, $250,000.

9.16 Approve the REDUCTION of contract #MY 225030 with City Year for 2022-23 SY. The contract amount of this contract is being reduced due to decreased staff capacity. ARUSD and City Year have agreed to amend contract #MY225030 and decrease services from eleven (11) schools to three (3) schools for the 2022-2023 SY. Submitted by: State & Federal Programs, $489,326.

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

10.01 Approve the Contract Extension with Maxim Healthcare Staffing for the 2021/2022 SY. Services provided were for Behavior Tech's to assist ARUSD students at various school sites. Submitted by: Special Education, $160,000 dollars.

10.02 Approve the Contract Extension with Silicon Valley Education Foundation for the 2021/2022 Summer Intervention Program. This contract is designed to elevate student achievement in Math for students entering 3rd-7th grade (20 classes total), and Computer Science Institute Courses for students entering 7th and 8th grade (5 classes). Submitted by: State & Federal Programs, $22,300.00 dollars.

11. 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.)

11.01 Approve Board Meeting Minutes for the following dates: May 26, 2022,Special Board Meeting, June 9, 2022, Regular Board Meeting and June 23, 2022, Regular Board Meeting.

11.02 Approve Acceptance of Donations.

11.03 Approve Acceptance of Vendor & Payroll Warrants.

11.04 Current Enrollment (Information Only).

11.05 Approve Contracts for Professional Services -Firms/Organizations

11.06 Approve Memorandum(s) of Understanding.

11.07 Approve Resolution No. 01-22/23 Inventory Disposal.

11.08 Approve/Ratify Notices of Employment and Changes of Status/July 21, 2022.

12. CLOSED SESSION

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

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

12.03 CONFERENCE WITH LEGAL COUNSEL--Anticipated Litigation: significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government CodeSection 54956.9: One (1) potential case

12.04 CONFERENCE WITH LEGAL COUNSEL--Appeal of Findings in Investigation Report (Gov. Code section 54957(b)(1); District's Administrative Regulation 4031).

12.05 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9): CTG Construction, Inc. v. Alum Rock Union Elem. School District, Santa Clara County Superior Court case no. 20CV367630; 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; Alum Rock Union Elementary School District v. Esau Herrera, Santa Clara County Superior Court case no. 21CV382117. Leal & Trejo, APC v. Alum Rock Union Elem. Sch. District, Santa Clara County Superior Court case no. 19CV356647.

12.06 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: Coordinator, VAPA, PE & Sports Programs

13. FUTURE BOARD AGENDA REQUESTS

13.01 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

14. RECONVENE TO OPEN SESSION-VIA ZOOM

14.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

15. ADJOURNMENT

15.01 President adjourns the meeting.

16. NEXT MEETING(S)

16.01 August 11, 2022 (2022-23 School Year).

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

4.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with the Teamsters 150 for the period of July 1, 2020- June 30, 2023.**

Staff Analysis:

The District wishes to open negotiations with Teamsters Local 150 for the period of July 1, 2022 – June 20, 2023. Pursuant to the Educational Employment Relations Act (EERA), the parties cannot negotiate until public notice procedures are completed. These "sunshining" procedures require the proposals be presented to the public at an open Board Meeting.

Pursuant to the EERA, the District hereby presents its initial bargaining proposal to Teamsters Local 150 for the period of July 1, 2022 – June 20, 2023 for public hearing and comment.

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

To the Board of Trustees: **Public Hearing**

Meeting: July 21, 2022 Regular Board Meeting

4.01
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 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

July 21, 2022

Alum Rock Union School District's Initial Proposal to
Teamsters Local # 150

Pursuant to the provisions of Government Code Section 3547 (the Rodda Act) all initial proposals of the exclusive representative employee groups and the District shall be presented at a public meeting of the District and shall thereafter be public records. This is commonly referred to as "Sunshining" the proposals. On March 1, 2022, the District and Teamsters reached a three (3) year agreement (July 1, 2020 – June 30, 2023). The District hereby submits its bargaining proposal for the 2020 - 2023 Re-opener.

Article VII	Seniority
Article XII	Evaluation
Article XVII	Bargaining Unit Member and Dependent Insurance Coverage
Article XXI	Transportation
Article XXII	Pay and Allowance

The District is committed to working collaboratively and in partnership with Teamsters. With respect to the articles identified above, the District's interest is to establish a collective bargaining agreement that supports student achievement and staff success.

Hilaria Bauer, Ph.D., Superintendent

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

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 Approve CSBA Membership Dues, Period from July 1, 2022 through June 30, 2023, $14,857.00. Dues not processed before September 15, 2022 will result in a disruption of services.

Approve

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

To the Board of Trustees: Meeting: July 21, 2022
Approve Regular Board Meeting

5.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California School Boards Association
(916) 371-4691

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

Invoice Number	Invoice Date	PO #
INV-60335-G2D7R0	5/25/2022	

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

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

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2022 - 06/30/2023)	$14,857.00	1.00	$14,857.00	
ELA	ELA Membership (07/01/2022 - 06/30/2023)	$3,714.00	1.00	$3,714.00	

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

Total Invoice: $18,571.00 **Total Paid:** $0.00 **Balance Due:** $18,571.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT

California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100797	**INV-60335-G2D7R0**	**05/25/2022**		**$18,571.00**

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

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

5.02

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 Approve CSBA Educational Legal Alliance (ELA) Membership Dues, Period from July 1, 2022 through June 30, 2023, $3,714.00. Dues not processed before September 15, 2022 will result in a disruption of services.

Approve

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

To the Board of Trustees: Meeting: July 21, 2022
Approve Regular Board Meeting

5.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

csba
California School Boards Association
(916) 371-4691

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Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2022 - 06/30/2023)	$14,857.00	1.00	$14,857.00	
ELA	ELA Membership (07/01/2022 - 06/30/2023)	$3,714.00	1.00	$3,714.00	

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csba
California School Boards Association

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

5.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject Approve CSBA Gamut Policy Plus Service, Period from July 1, 2022 through June 30, 2023, $3,485.00. Services must be renewed by September 15, 2022 to keep uninterrupted access to service.

Approve

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

To the Board of Trustees: Meeting: July 21, 2022
Approve Regular Board Meeting

5.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California School Boards Association
(916) 371-4691

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

Invoice Number	Invoice Date	PO #
INV-61510-W9Z5N4	5/25/2022	

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

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

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
GAMUT/POLICY/PLUS	Gamut Policy Plus (07/01/2022 - 06/30/2023)	$3,485.00	1.00	$3,485.00	Net 30
GAMUT/POLICY	Gamut Policy (07/01/2022 - 06/30/2023)	$3,445.00	1.00	$3,445.00	Net 30

Have you renewed your CSBA Membership for 2022/2023? Only CSBA members enjoy exclusive access to GAMUT and our valuable trainings and services. Don't forget to renew your CSBA membership by September 15 to maintain uninterrupted access to GAMUT.

Total Invoice: $6,930.00 **Total Paid:** $0.00 **Balance Due:** $6,930.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT

California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100797	**INV-61510-W9Z5N4**	**05/25/2022**	**Net 30**	**$6,930.00**

Make checks payable to:
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c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

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

5.04

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 CSBA GAMUT Online, Period from July 1,2022 through June 30, 2023, $3,445.00. Services must be renewed by September 15, 2022 to keep uninterrupted access to service.

Approve

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

To the Board of Trustees: Meeting: July 21, 2022
Approve Regular Board Meeting

5.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California School Boards Association
(916) 371-4691

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

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
GAMUT/POLICY/PLUS	Gamut Policy Plus (07/01/2022 - 06/30/2023)	$3,485.00	1.00	$3,485.00	Net 30
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Total Invoice: $6,930.00 **Total Paid:** $0.00 **Balance Due:** $6,930.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT

California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100797	**INV-61510-W9Z5N4**	**05/25/2022**	**Net 30**	**$6,930.00**

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

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

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

5.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: RESOLUTION NO. 02-22/23

RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT ORDERING AN ELECTION TO AUTHORIZE THE ISSUANCE OF SCHOOL BONDS, ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON NOVEMBER 8, 2022.

Background:

The District has important school facility improvement, modernization and renovation needs in order to provide students with facilities which are safe, healthy, and conducive to educational success. The District needs to identify a funding source and November 8, 2022 is an election date at which local bond measures that provide facilities funding can be placed on the ballot and approved with a 55% or more vote. In order to appear on the November ballot, adopted, signed resolutions calling bond elections must be filed with the County Elections office in advance of the election date pursuant to deadlines established by election officials. The Resolution for Board consideration has been prepared in accordance with all legal requirements and presents a $71.5 million bond measure to District voters under Prop. 39 (55% vote). Appendix A sets forth the Full Text of the Measure, which will be printed in the sample ballot and contains the project list setting for projects which will qualify for bond funding (pages A-3 and after). Pages A-1 and B-1 contain the condensed, abbreviated question that will be presented to District voters, in a 75-word format as required by State law. Appendix C presents the Tax Rate Statement which will also be printed in the Sample Ballot and discloses to District voters current expectations regarding the property tax rates and other estimations in connection with a bond issuance program. The bond measure proposes to reauthorize the $71.5 million in bonds under Measure J (2012) that the District is currently unable to issue in the near future due to tax rate constraints. If this measure is approved by District voters, the District will be able to issue bonds and address important facilities needs, and will cancel a corresponding amount of Measure J Bonds. This measure will also permit bond proceeds to be spent addressing the need for staff and teacher below-market rental housing.

Fiscal Impact:

None to general fund. If bond the measure receives 55% affirmative vote, the District will be able to issue bonds and apply the proceeds to finance facilities improvement projects including furnishing and equipping. Bonds are repaid by annual *ad valorem* property tax levies each year that bonds are outstanding. Costs of issuance are payable from bond proceeds.

Recommendation:

Motion to Adopt Resolution Calling General Obligation Bond Election for $71.5 million in bond projects In the District on November 8, 2022.

Approve

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

To the Board of Trustees: Meeting: July 21, 2022

Approval Regular Board Meeting

5.05

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: Not Approved: Tabled:

RESOLUTION NO. 02-22/23

RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT ORDERING AN ELECTION TO AUTHORIZE THE ISSUANCE OF SCHOOL BONDS, ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON NOVEMBER 8, 2022

WHEREAS, the Alum Rock Union Elementary School District (the "District") in Santa Clara County (the "County"), State of California, is committed to providing quality education to its students; and

WHEREAS, District voters have previously approved Measure J at an election in the District held on November 6, 2012, authorizing the issuance of general obligation bonds in the amount of up to $125 million to address facilities improvement needs ("Measure J Bonds"); and

WHEREAS, as of this date, the District has issued three series of Measure J Bonds in the combined principal amount of $53,500,000, leaving $71,500,000 of authorized but unissued Measure J Bonds, which the District is unable to issue in the near future for important facilities improvement projects due to tax rate limitations; and

WHEREAS, in order to achieve funding in the near future to address critical facilities needs and provide District students with facilities conducive to high levels of academic achievement in safe, healthy environments, the Board wishes to submit to the voters of the District a measure authorizing the issuance of general obligation bonds for school facilities improvements; and

WHEREAS, the bond measure described herein shall be a reauthorization of the remaining Measure J Bonds, which, upon the issuance of reauthorized bonds, a like principal amount of Measure J Bonds shall be cancelled and no longer valid; and

WHEREAS, furthermore, the low supply of affordable housing in the District makes it difficult for the District to ensure it has sufficient teachers and other employees as needed to provide quality education to its students and as such, the District has determined that in order to recruit and retain high quality teachers and employees, that it is advisable to provide affordable rental housing facilities to such employees; and

WHEREAS, pursuant to the Teacher Housing Act of 2016, constituting Part 14 (commencing with Section 53570) of Division 31 of the Health and Safety Code of the State of California (the "Teacher Housing Act"), the State Legislature has found and declared that the stability of housing for school employees is critical to the overall success and stability of schools in California, and that students and the community at large are benefited by teachers living in the community in which they work; and

WHEREAS, the Teacher Housing Act authorizes a school district to establish and maintain programs that address the housing needs of teachers and school district employees; and

WHEREAS, in addition, the State Legislature has provided that the construction, reconstruction, or renovation of rental housing facilities for school district employees is a permissible capital outlay purpose for school districts; and

WHEREAS, as such, in order to address the teacher and employee housing needs which exist in the District, the Board wishes to submit to the voters of the District a measure authorizing the issuance of general obligation bonds of the District which includes the purpose of financing the acquisition, construction and improvement of facilities to be operated as affordable rental housing for teachers and employees of the District to be built on land which is owned or will be owned by the District; and

WHEREAS, on November 7, 2000, the voters of the State of California approved Proposition 39 ("Proposition 39"), which amended Articles XIIIA of the California Constitution ("Article XIIIA") to allow for the levy of *ad valorem* property taxes for the payment of bonded indebtedness of a school district, community college district or county office of education approved by at least 55 percent of the voters voting on such proposition; and

WHEREAS, upon the passage of Proposition 39, the Strict Accountability in Local School Construction Bond Act of 2000, being California Education Code Section 15264 and following (the "Act"), became operative; and

WHEREAS, in the judgment of the Board, it is advisable to call an election pursuant to the Act to submit to the electors of the District the question whether bonds of the District shall be issued and sold pursuant to the authority of Article XVI Section 18 of the California Constitution and Article XIIIA (together with the Act, the "Law") for the purposes authorized by the Law and as described in Appendix A hereto (the "Full Text of Bond Measure"); and

WHEREAS, under the Act, the election may be ordered at a primary or general election, a regularly scheduled local election at which all of the electors of the District are entitled to vote, or a statewide special election, upon a two-thirds vote of the Board; and

WHEREAS, the Board wishes to call an election in the District pursuant to the Law on November 8, 2022, which is the date of the statewide general election, and pursuant to Education Code Section 15121 and Elections Code Section 10400 and following, to request consolidation with any and all other elections held in the District on such date, and to request the Santa Clara County Registrar of Voters (the "County Registrar") to perform election services for the District; and

WHEREAS, in connection with the calling of a bond election and in accordance with Education Code Section 15100 subparagraph (c), the Board has obtained reasonable and informed projections of assessed property valuations that take into consideration projections (if any) of assessed property valuations made by the Santa Clara County Assessor; and

WHEREAS, pursuant to United States Income Tax Regulations Section 1.150-2, the Board desires to declare its official intention at this time that if the measure submitted to voters hereunder is successful and bonds are issued pursuant to such measure, that it intends to reimburse from said bond proceeds expenditures, if any, made by the District prior to the date of issuance of said bonds for the purposes described in the measure;

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; Findings. The foregoing recitals are true and correct. In connection herewith, the Board hereby determines to establish and maintain a program that addresses the facilities needs of teachers and school district employees with respect to housing as authorized by the Teacher Housing Act.

Section 2. Call for Election. The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds of the District shall be issued and sold in the maximum principal amount of $71,500,000 for the purpose of financing the acquisition, construction, improving and equipping of District facilities, as more fully described in the ballot measure approved under Section 4 and attached hereto as Appendix A (Full Text of Bond Measure) and Appendix B (Abbreviated Text of Bond Measure), and paying all costs incident thereto. This Resolution constitutes the order of the District to call such election and shall constitute the "specifications of the election order" pursuant to Education Code Section 5322.

Section 3. Election Date. The date of the election shall be November 8, 2022, and such bond election shall be held solely within the boundaries of the District. The boundaries of the District have not changed since the District's last election. The election is requested to be consolidated pursuant to Section 9 hereof.

Section 4. Purpose of Election; Ballot Measure. The purpose of the election shall be for the voters in the District to vote on a bond measure, a full copy of which is attached hereto as Appendix A and marked "Appendix A – Full Text of Bond Measure" (the "Full Text of the Measure"), containing the question of whether the District shall issue general obligation bonds for the purposes stated therein, together with the accountability requirements of Article XIIIA and the requirements of Section 15272 of the Act. The Full Text of the Measure, which commences with the heading "FULL TEXT OF BOND MEASURE" and includes all of the text thereafter on Appendix A, shall be printed in the voter information pamphlet provided to voters, with such measure designation as is assigned to the measure by the County elections official.

As required by Education Code Section 5322 and Elections Code Section 13247, the abbreviated statement of the measure to appear on the ballot is attached hereto as Appendix B and is marked as "Appendix B – Abbreviated Form of Bond Measure." The President of the Board and the Superintendent are hereby separately authorized and directed to make any changes to the text of the bond measure as described herein to conform to any requirements of the Law or the County Registrar, to changes in applicable legal provisions, and upon the advice of its legal counsel. Any such changes shall be directed in writing by the Superintendent to the County Registrar.

Section 5. Authority for Election. The authority for ordering the election is contained in Section 15264 *et. seq.* of the Education Code, Article XVI Section 18(b) of the California Constitution and paragraph (b) subsection (3) of Article XIIIA. The authority for the specification of this election order is contained in Section 5322 of the Education Code.

Section 6. Proceeds for School Facilities. The Board certifies that the proceeds from the sale of the bonds will be used only for the purposes specified in Article XIII A, Section 1(b)(3) as further specified in Appendix A, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. Further, as required by Article XIIIA, the Board hereby certifies that it has evaluated safety, class size and information technology needs in developing the list of school facilities projects set forth in Appendix A.

Section 7. Covenants of the Board upon Approval of the Bonds by the Electorate; Accountability Measures. As required by Article XIIIA, Section 15278 of the Act, and Government Code Section 53410, in the event 55 percent of the voters voting in the District approve of the Bonds, the Board shall:

(a) conduct an annual, independent performance audit to ensure that the funds have been expended only on the projects listed in Appendix A;

(b) conduct an annual, independent financial audit of the proceeds from the sale of the Bonds until all of those proceeds have been expended for the school facilities projects listed in Appendix A;

(c) establish and appoint members to an independent citizens' oversight committee in accordance with Sections 15278, 15280, and 15282 of the Act;

(d) apply the Bond proceeds only to the specific purposes stated in the ballot proposition;

(e) cause the creation of accounts into which bond proceeds shall be deposited; and

(f) cause the preparation of an annual report pursuant to Government Code Sections 53410 and 53411.

Section 8. Delivery of this Resolution. The Clerk of the Board is hereby directed to send a copy of this Resolution to (1) the County Registrar, and (2) the Clerk of the Board of Supervisors of the County (the "Clerk of the Board") for purposes of consolidation pursuant to Elections Code Section 10403. The Resolution shall be received by the County Registrar and the Clerk of the Board no later than 88 days prior to the election date, unless otherwise permitted by law.

The County Registrar is hereby requested to print the full text of the ballot measure in the ballot materials as it appears on Appendix A hereto and to provide all required notices of the election and other notices related thereto.

Section 9. Consolidation of Election; Request to Provide Services. The County Registrar and the Board of Supervisors of the County are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 8, 2022 within the District pursuant to Division 10, Part 3 of the Elections Code.

Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of the County is requested to permit the County Registrar to render all services in connection with the election, including applicable provisions of Divisions 9, 10, 13 and 14 of the Elections Code, including as specified by Section 10418 of the Elections Code, for which services the District agrees to reimburse the County in full upon presentation of a bill from the County, such services to include the publication of a formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code).

Section 10. Approval of Tax Rate Statement. Pursuant to Elections Code Section 9400, a tax rate statement has been prepared in the form attached hereto as Appendix C, which form of Tax Rate Statement is hereby approved for inclusion in the sample ballot. The President of the Board, the Superintendent, or any written designee of the foregoing, are hereby separately authorized and directed to execute the tax rate statement, and to file said Statement with the County Registrar, in accordance with Section 8.

Section 11. Ballot Arguments. As provided in Elections Code Section 9501, any and all members of this Board are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument.

Section 12. Maturity Limit of Bonds. The Bonds may be issued in one or more series by the District from time to time, and each series of Bonds shall mature not more than the legal limit at the time of such issuance thereof. The Bonds shall be issued under the Act, under the provisions of Section 53506 *et seq.* of the California Government Code, or under any other provision of law authorizing the issuance of general obligation bonds by school districts.

Section 13. State Matching Funds. The Board hereby finds that some of the projects identified on the Full Text of Measure may require additional funding such as State matching funds for completion. As such, the statement required by Education Code Section 15122.5 has been included and incorporated within the Full Text of Measure attached hereto which shall be reproduced in the sample ballot.

Section 14. Estimates Included in Ballot Materials. The measure and related tax rate statement authorized by this Resolution to be included in the sample ballot and other voting materials include certain information which is based upon reasonable assumptions and current expectations, which may include information with respect to the estimated amount of money required to be raised annually to repay issued bonds, the estimated and average rate of the approved tax per $100 of assessed valuation, and the estimated period of years through which the proposed tax supporting bond repayment will be levied and collected. Any such estimates, projections and averages have been provided by the District in good faith based upon information currently available to the District. Each of the estimates and projections used in this bond measure depend on numerous assumptions which are subject to variation and change over the term of the District's overall facilities and bond financing plan. The estimates, averages and projections provided shall not restrict the tax imposed in accordance with the bond measure, are provided as informational and are not intended by the Board to be additional restrictions or caps on the District's bond program and bond issuances, and, other than the total principal amount of bonds authorized to be issued by the bond measure, shall not represent legal maximums or additional limitations on bond issuance beyond what is

required under applicable State bond law provisions. In addition, the 75 word abbreviated form of the measure is not intended to limit the broader and more complete meaning of the measure or facilities projects to be financed as set forth in this Resolution and each of the appendices hereto and as may be reflected in the election materials.

Section 15. Reimbursement. Pursuant to United States Income Tax Regulations Section 1.150-2, the District hereby declares that it may (i) pay certain costs of the projects listed in Appendix A prior to the date of issuance of bonds and, in such case, (ii) intends to use a portion of the proceeds of bonds for reimbursement of said expenditures for the projects that are paid before the date of issuance of bonds.

Section 16. Reauthorization Bonds; Covenant to Cancel Measure J Bonds. The District intends that the bonds authorized pursuant to this measure reauthorize Measure J Bonds which are unissued. As such, if this measure is approved, when bonds are issued, a like principal amount of Measure J Bonds shall be cancelled by the District through cancellation proceedings. Notwithstanding the foregoing, if no cancellation actions are taken, said Measure J Bonds shall be deemed cancelled and the District covenants not to issue a like principal amount of Measure J Bonds.

Section 17. Official Actions. The President of the Board, the Vice President of the Board, the Superintendent and the Assistant Superintendent, Business Services are each hereby separately authorized and directed to execute and deliver to County officials any directions, requisitions, clarifications or other writings for the District, and to make any changes to the texts of the measure as described herein and in the tax rate statement, to conform to any legal requirements or the requirements of the County Registrar, in order to cause the election to be held and conducted in the District as provided herein.

Section 18. Effective Date. This resolution shall take effect on the date of adoption hereof.

* * * * * * * *

The foregoing Resolution was adopted by the Board of Trustees of the Alum Rock Union Elementary School District of Santa Clara County, being the Board authorized by law to make the designations therein contained by the following vote, on July 21, 2022.

Adopted by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
President of the Board

Attest:

_____
Clerk/Secretary of the Board

APPENDIX A

FULL TEXT OF BOND MEASURE

The Full Text of Measure to be printed in the voter guide starts below the line.

FULL TEXT OF BOND MEASURE ___

INTRODUCTION

The following is the abbreviated form of the Bond Measure:

> "To improve science, technology, engineering, art, and math (STEAM) classrooms; increase student access to computers and modern classroom technology; build below-market teacher/ staff rental housing; and improve student safety/ campus security; shall Alum Rock Union Elementary School District's measure authorizing $71.5 million of bonds be adopted (reauthorizing bonds previously approved in November 2012), with legal rates, projected levies less than 2¢/ $100 of assessed valuation (raising $4.4 million/ year while bonds are outstanding), annual audits and independent citizen oversight?"

BOND AUTHORIZATION

By approval of this Measure by at least 55 percent of the registered voters voting on the measure, the Alum Rock Union Elementary School District (the "District") will be authorized to issue and sell bonds of up to $71.5 million in aggregate principal amount at interest rates not to exceed legal limits, and to provide financing for the specific types of school facilities projects listed in the Bond Project List described below, subject to all the accountability requirements specified below.

ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this measure in order that the voters and taxpayers in the District may be assured that their money will be spent wisely. Expenditures to address specific facilities needs of the District will be in compliance with the requirements of Article XIIIA, Section 1(b)(3), of the State Constitution and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following.)

Evaluation of Needs. The School Board has identified detailed facilities needs of the District and has determined which projects to finance from a local bond. The School Board hereby certifies that it has evaluated safety, class size reduction, enrollment growth, and information technology needs in developing the Bond Project List shown below.

Independent Citizens' Oversight Committee. Following approval of this measure, the School Board will establish an Independent Citizens' Oversight Committee, under Education Code Sections 15278 and following, to ensure bond proceeds are expended only on the types of school facilities projects listed below. The committee will be

established within 60 days of the date when the results of the election appear in the minutes of the School Board.

Performance Audits. The School Board will conduct annual, independent performance audits to ensure that the bond proceeds have been expended only on the school facilities projects listed below.

Financial Audits. The School Board will conduct annual, independent financial audits of the bond proceeds until all of those proceeds have been spent for the school facilities projects listed below.

Government Code Accountability Requirements. As required by Section 53410 of the Government Code, (1) the specific purpose of the bonds is set forth in this Full Text of the Measure, (2) the proceeds from the sale of the bonds will be used only for the purposes specified in this measure, and not for any other purpose, (3) the proceeds of the bonds, when and if issued, will be deposited into a building fund to be held by the Santa Clara County Treasurer, as required by the California Education Code, and (4) the Superintendent of the District shall cause an annual report to be filed with the School Board not later than January 1 of each year, which report shall contain pertinent information regarding the amount of funds collected and expended, as well as the status of the projects listed in this measure, as required by Sections 53410 and 53411 of the Government Code.

NO TEACHER OR ADMINISTRATOR SALARIES

Proceeds from the sale of bonds authorized by this measure shall be used only for the purposes specified in Article XIII A, Section 1(b)(3), those being for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, and the acquisition or lease of school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

STATE MATCHING FUNDS

The following statement is included in this measure pursuant to Education Code Section 15122.5: Approval of this measure does not guarantee that the proposed project or projects that are the subject of bonds under this measure will be funded beyond the local revenues generated by this measure. The District's proposal for the project or projects described below may assume the receipt of matching state funds, which, if available, could be subject to appropriation by the Legislature or approval of a statewide bond measure.

INFORMATION ABOUT ESTIMATES AND PROJECTIONS INCLUDED IN BALLOT

Voters are informed that any estimates, averages or projections in the bond measure, ballot materials and ballot label, including relating to estimated or average tax rates, the duration or term of issued bonds and related tax levies and money raised annually from tax levies to repay issued bonds are provided as informational only. Such amounts are estimates and are not maximum amounts, caps or limitations on the terms of the bonds, the tax rates or duration of the tax supporting repayment of issued bonds. Such estimates depend on numerous variables which are subject to variation and change over the term of the District's overall facilities and bond financing plan, including but not limited to the

amount of bonds issued and outstanding at any one time, the interest rates applicable to issued bonds, market conditions at the time of sale of the bonds, when bonds mature, timing of project needs and changes in assessed valuations in the District. However, estimates and approximations provided as part of this measure are based on information currently available to the District and its current expectations, and such estimates and approximations are not limitations or maximums on the terms of bond, durations or tax rates required to amortize issued bonds. In addition, the abbreviated 75-word statement of the Measure is not intended to and does not limit the broader, more complete meaning of the Measure set forth herein and in the Resolution of the District Board placing this Measure on the ballot.

COVENANT REGARDING UNISSUED MEASURE J BONDS

The District Board intends that this measure reauthorize unissued Measure J Bonds of 2012. As such, the District has covenanted that if this measure is successful, when bonds are issued, a like principal amount of Measure J Bonds will be cancelled and will not be issued.

BOND PROJECT LIST

Scope of Projects. Bond proceeds will be expended to modernize, replace, renovate, construct, equip, rebuild and furnish the District's facilities as described in the following list. Whenever specific items are included in the following list, they are presented to provide an example and are not intended to limit the generality of the broader description of authorized projects.

This measure authorizes bond projects to be undertaken at all current and future properties and sites of the Alum Rock Union Elementary School District.

School Facility Project List. The items presented on the following list are the types of projects authorized to be financed with voter-approved bond proceeds. Specific examples included on this list are not intended to limit the broad types of projects described and authorized by this measure. The types of projects authorized to be undertaken are:

RENOVATION, CONSTRUCTION, MODERNIZATION, AND REPAIR OF SCHOOLS AND FACILITIES

Improvements for Student Health and Safety

- Install new or improve existing student fire safety systems
- Upgrade aging and/or deteriorating restrooms.
  Improve school site parking, upgrade student drop-off areas and improve off-street parking, including repair of unsafe asphalt.
- Install new or improve existing fire safety systems
- Enhance student safety, including improving security systems, lockable gates, security locks, security cameras, outdoor lighting, fencing and emergency communication systems and other safety enhancements.

Energy Efficiency Improvements and Other Cost-Saving Improvements

- Upgrade electrical, heating, cooling ventilation systems for energy efficiency and to reduce energy costs.

Technology Improvements for 21st Century Classroom Instruction

- Upgrade classroom technology and technology infrastructure, including acquisition of computers, servers, network facilities and other technology equipment.

Repair and Upgrade of School Facilities

- Repair/replace leaking or deteriorating roofs.
- Renovate, upgrade classrooms, buildings, including physical education, administration areas, upgrade facilities, as needed; improve access for students and teachers with disabilities, remove hazardous materials, if any.
- Add additional classrooms to reduce class size.
- Upgrade drainage systems, improve school grounds including landscaping, walkways and drinking fountains.
- Renovate, upgrade and provide additional classrooms, library facilities, multi-purpose rooms, buildings, storage and support areas, administrative office facilities, walkways and other educational facilities as needed; improve access for students and teachers with disabilities, remove hazardous materials, if any.
- Upgrade the District central support office, including electrical, hearing, cooling and ventilation systems, restrooms, signage, door locks, outdoor security lighting, handicapped accessibility and adding relocatable rooms; repair/replace deteriorating roofs, and District technology systems.
- Upgrade District athletic facilities, including play court surfaces and athletic fields.

CONSTRUCTION OF RENTAL HOUSING FOR DISTRICT TEACHERS AND STAFF

- Design, construction and acquisition of rental housing units
- Parking lot construction and improvement as needed
- Architect and engineering fees
- General contractor fees
- Labor and material costs
- Sewer capacity improvements
- Environmental review

- Rezoning application fees as required
- Municipal licensing fees as required

Furnishing and Equipping; Incidental Expenses. Each of the bond projects described in this Bond Project List include the costs of furnishing and equipping such facilities, and all costs which are incidental but directly related to the types of projects described above. Examples of incidental costs include, but are not limited to: costs of design, engineering, architect and other professional services, facilities assessments, inspections, site preparation, utilities, landscaping, construction management and other planning and permitting, legal, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; demolition and disposal of existing structures; the costs of interim housing and storage during construction including relocation and construction costs and rental costs incurred relating to interim facilities; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; costs of relocating facilities and equipment as needed in connection with the projects; interim classrooms and facilities for students, administrators, and school functions, including modular and parking facilities; federal and state-mandated safety upgrades; addressing unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act; access requirements of the Americans with Disabilities Act; costs of the election; bond issuance costs; and project administration during the duration of such projects, as permitted by law.

Alterations to Scope; New Construction. The scope and nature of any of the specific projects described above may be altered by the District as required by unforeseen conditions that may arise during the course of design and construction. In the event that a modernization or renovation project is more economical for or otherwise determined by the Board to be in the best interests of the District to be undertaken as new construction, this bond measure authorizes land acquisition, relocation and construction at a new or alternative site, and/or demolition and reconstruction and/or repurposing on the original site, including an expanded site, and all costs relating thereto. In addition, this measure authorizes the acquisition of real property, including necessary rights of ways or other real property interests, required to expand District facilities, to provide access to school or other District facilities, or to provide additional school or related facilities. This measure also authorizes the consolidation of schools into a single campus or related campuses.

Interim Financing Included; Joint Use Projects Authorized. In addition, authorized projects include reimbursements for paid project costs and paying and/or prepaying interim or previously obtained financing for the types of projects included on the project list, such as bond anticipation notes or lease financings relating to projects and/or equipment previously financed. Finally, projects on this list may be undertaken and used as joint use projects with other public agencies.

Other Funding Sources. Approval of the District's bond measure does not guarantee that all of the identified projects within this Bond Project List will be funded beyond what can be completed with funds generated by this bond measure. The District plans to pursue matching funds from the State of California, if available, to provide additional funding to complete certain of the identified facilities projects.

Unforeseen Circumstances. Many factors which the District cannot predict or control may

impact its ability to address each of the projects, including but not limited to construction cost issues, supply chain issues which can cause project delays, labor shortages, and unknown environmental factors or site conditions, among others. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed.

Project List Not in Order of Priority; Board Determines Prioritization. The order in which projects are listed in the foregoing Bond Project List does not suggest an order of priority. Project prioritization is vested in and will be determined by the District Board.

The Full Text of Measure to be printed in the voter guide ends at the above line.

APPENDIX B

ABBREVIATED FORM OF BOND MEASURE

To improve science, technology, engineering, art, and math (STEAM) classrooms; increase student access to computers and modern classroom technology; build below-market teacher/ staff rental housing; and improve student safety/ campus security; shall Alum Rock Union Elementary School District's measure authorizing $71.5 million of bonds be adopted (reauthorizing bonds previously approved in November 2012), with legal rates, projected levies less than 2¢/ $100 of assessed valuation (raising $4.4 million/ year while bonds are outstanding), annual audits and independent citizen oversight?

Bonds—Yes Bonds—No

APPENDIX C

TAX RATE STATEMENT

The Tax Rate Statement to be printed in the voter guide starts below the line.

TAX RATE STATEMENT
REGARDING PROPOSED
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
GENERAL OBLIGATION BONDS

An election will be held in the Alum Rock Union Elementary School District (the "District") on November 8, 2022, to authorize the sale of up to $71.5 million in bonds of the District to finance school facilities as described in the measure. If such bonds are authorized and sold, principal and interest on the bonds will be payable only from the proceeds of *ad valorem* tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400-9404 of the Elections Code of the State of California. Such information is based upon the best estimates and projections presently available from official sources, upon experience within the District, and other demonstrable factors.

Based upon the foregoing and projections of the District's assessed valuation, the following information is provided:

1. The best estimate of the average annual tax rate which would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on a projection of assessed valuations available at the time of filing of this statement, is $0.01956 per $100 of assessed valuation (or $19.56 per $100,000 of assessed value). The final fiscal year in which the tax is anticipated to be collected is 2055-56.

2. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on a projection of assessed valuations available at the time of filing of this statement, is $0.02040 per $100 of assessed valuation (or $20.40 per $100,000 of assessed value). It is estimated that such rate would be levied starting in fiscal year 2028-29 and following.

3. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold is approximately $123.5 million.

Voters should note the estimated tax rate is based on the assessed value (not market value) of taxable property on the County's official tax rolls. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

The attention of all voters is directed to the fact that the foregoing information is based upon projections and estimates only, which amounts are not maximum amounts and are not binding upon the District. The actual debt service, tax rates and the years in which they will apply may vary from those used to provide the estimates set forth above, due to factors such as variations in the timing of bond sales, the par amount of bonds sold and market interest rates available at the time of each sale, actual assessed valuations over the term of the bonds, and other factors. The date and amount of bonds sold at any given time will be determined by the District based on the need for project funds and other considerations. The actual interest rates at which the bonds will be sold will depend on conditions in the bond market at the time of sale. Actual future assessed valuations will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

By: _____
Superintendent
Alum Rock Union Elementary School District

The Tax Rate Statement to be printed in the voter guide ends at the above line.

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

5.06

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: July 21, 2022

Regular Board Meeting

Approve

5.06

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

RESOLUTION NO. 03-22/23

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 JULY 22, 2022 – AUGUST 21, 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 21 day of July , 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____(Clerk)

5.07

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 Direct staff to discuss the development of Blanca Alvarado Library at Alpha Blanca Alvarado School.

Information Only

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

To the Board of Trustees: Meeting: July 21, 2022
Information Regular Board Meeting

5.07
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

6.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: July 21, 2022

To the Superintendent of Schools

Subject: **Award of Bid Package and Contract for #B2223-Bonds01 at Renaissance Academy at Mathson, Paving**

Staff Analysis: Based on site inspections and assessment of conditions at various school sites, District Staff and Program Manager Cumming Group, determined the Asphalt paving work in the quad and corridors of Renaissance Academy at Mathson need repairs/replacement due to extensive deterioration.

As a result, Request for Proposal B2223-Bonds01 was issued. The Asphalt Concrete (AC) in the school quad is planned to be removed/replaced, two corridors are planned to be milled and overlayed, several trees are to be removed to facilitate installation of the shade structure, and two trees in one of the corridors will be replaced.

The following bids were received.

Bidder Name	Contact Amount
DRT Grading & Paving, Inc	$151,275.00
R&M Paving Contractors, Inc.	$306,250.00 (unresponsive, missing Addendum #1)
Bosco Construction Services, Inc.	$371,200.00 (unresponsive, missing Bid Bond)
Azul Works, Inc.	$184,333.65

Recommendation: Staff recommends the Board of Trustees award the bid & contract to DRT Grading & Paving, Inc. as the lowest responsive bidder for the Mathson Paving package.

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

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

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommended Approval

6.01
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

6.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: July 21, 2022

To the Superintendent of Schools

Subject: **Award of Bid Package and Contract for #B2223-Bonds02 at Renaissance Academy at Fischer, Paving**

Staff Analysis: Based on site inspections and assessment of conditions at various school sites, District Staff and Program Manager Cumming Group, determined the Asphalt paving work in the quad of Renaissance Academy at Fischer need repairs/replacement due to extensive deterioration.

As a result, Request for Proposal B2223-Bonds02 was issued. The Asphalt Concrete (AC) in the school quad is planned to be milled and overlayed.

The following bids were received.

Bidder Name	Contact Amount
DRT Grading & Paving, Inc	$68,495.00
R&M Paving Contractors, Inc.	$172,088.00 (unresponsive, missing Addendum #1)
Bosco Construction Services, Inc.	$245,800.00 (unresponsive, missing Bid Bond)
Azul Works, Inc.	$105,312.21
Galeb Paving, Inc.	$119,400.00 (unresponsive, missing Addendum #1)

Recommendation: Staff recommends the Board of Trustees award the bid & contract to DRT Grading & Paving, Inc. as the lowest responsive bidder for the Fischer Paving package.

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

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

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommended Approval
6.02
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

6.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: July 21, 2022

To the Superintendent of Schools

Subject: **Award of Bid Package and Contract for #B2223-Bonds03 at Renaissance Academy at Fischer and Cassell Elementary, Remove and Replace Fence**

Staff Analysis: Based on site inspections and assessment of conditions at various school sites, District Staff and Program Manager Cumming Group, determined the fence was too short and insufficient to shield the students from public view while on campus.

As a result, Request for Proposal B2223-Bonds03 was issued. Two fences, one at Renaissance at Fischer and one at Cassell Elementary, are planned to be removed. These will be replaced with a new, taller fence that includes integrated privacy slats to shield the students from public view.

The following bids were received.

Bidder Name	Contact Amount
AAA Fence Company, Inc.	$126,000.00
Golden Bay Fence Plus Iron Works, Inc.	$172,088.00
Cal West Fence, Inc	$78,316.00
Bosco Construction Services, Inc.	$102,000.00

Recommendation: Staff recommends the Board of Trustees award the bid & contract to Cal West Fence, Inc. as the lowest responsive bidder for the Remove and Replace Fences package.

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

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

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommended Approval

6.03
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
2930 Gay Avenue
San José, CA 95127

6.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: July 21, 2022

To the Superintendent of Schools

Subject: **Award of Bid Package and Contract for #B2223-Bonds04 at Adelante II and Cassell Elementary, Install Privacy Slats**

Staff Analysis: Based on site inspections and assessment of conditions at various school sites, District Staff and Program Manager Cumming Group, determined the fence insufficient to shield the students from public view while on campus.

As a result, Request for proposal B2223-Bonds04 was issued. Two fences, one at Adelante II and one at Cassell Elementary, are to have privacy slats installed.

The following bid was received.

Bidder Name	**Contact Amount**
Bosco Construction Services, Inc.	$12,000.00

Recommendation: Staff recommend the Board of Trustees award the bid & contract to Bosco Construction Services, Inc. as the lowest responsive bidder for the Install Privacy Slats package

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

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

To the Board of Trustees:

Recommended Approval

6.04
Agenda Placement

Meeting: July 21, 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

6.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: July 21, 2022

To the Superintendent of Schools

Subject: **Award of Bid Package and Contract for #B2223-Bonds06 at Russo McEntee ES, Asphalt Repair/Replace.**

Staff Analysis: Based on site inspections and assessment of conditions at various school sites, District Staff and Program Manager Cumming Group, determined the Asphalt paving work on the playground, and pathways of Russo McEntee ES need repairs/replacement due to extensive deterioration.

As a result, a request for proposal B2223-Bonds06 was issued. The Asphalt Concrete (AC) in the school playground is planned to be repaired/milled and overlayed and in some areas removed and replaced with new.

The following bids were received.

Bidder Name	**Contract Amount**
1 Silicon Valley Paving	$195,450.00
2 American Asphalt Repair/Resurfacing	$112,797.00
3 DRT Grading	$152,218.00

(Contract Amount includes Base Bid, Contingency and Swing Shift Add Alt)

Recommendation: Staff recommends the Board of Trustees award the bid & contract to American Asphalt Repair/Resurfacing as the lowest responsive bidder for the Russo McEntee Asphalt Package.

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

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

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommended Approval

6.05
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

6.06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: July 21, 2022

To the Superintendent of Schools

Subject: **Award of Bid Package and Contract for #B2223-Bonds07 at Adelante I ES, Asphalt Repair/Replace.**

Staff Analysis: Based on site inspections and assessment of conditions at various school sites, District Staff and Program Manager Cumming Group, determined the Asphalt paving work on the playground, and pathways of Adelante ES need repairs/replacement due to extensive deterioration.

As a result, a request for proposal B2223-Bonds07 was issued. The Asphalt Concrete (AC) in the school playground is planned to be repaired/milled and overlayed and in some areas removed and replaced with new.

The following bids were received.

Bidder Name	Contract Amount
1 Silicon Valley Paving	$135,245.00
2 American Asphalt Repair/Resurfacing	$195,564.00
3 DRT Grading	$213,410.00

(Contract Amount includes Base Bid, Contingency and Swing Shift Add Alt)

Recommendation: Staff recommends the Board of Trustees award the bid & contract to Silicon Valley Paving as the lowest responsive bidder for the Adelante I ES Asphalt Package.

Submitted by: Kolvira Chheng K Title: Assistant Superintendent, Business Services

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

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommended Approval

6.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

6.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: July 21, 2022

To the Superintendent of Schools

Subject: **Award of Bid Package and Contract for #B2223-Bonds08 at William Sheppard MS, Asphalt Repair/Replace.**

Staff Analysis: Based on site inspections and assessment of conditions at various school sites, District Staff and Program Manager Cumming Group, determined the Asphalt paving work on the playground, and pathways of William Sheppard MS need repairs/replacement due to extensive deterioration.

As a result, a request for proposal B2223-Bonds08 was issued. The Asphalt Concrete (AC) in the school playground is planned to be repaired/milled and overlayed and in some areas removed and replaced with new.

The following bid was received.

Bidder Name	**Contract Amount**
1 Bosco Construction (Contract Amount includes Base Bid, Contingency)	$199,296.00

Recommendation: Staff recommend the Board of Trustees award the bid & contract to Bosco Construction as the lowest responsive bidder for the William Sheppard MS Asphalt Package.

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

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

To the Board of Trustees:

Recommended Approval

6.07
Agenda Placement

Meeting: July 21, 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

6.08

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: July 21, 2022

To the Superintendent of Schools

Subject: **Award of Bid Package and Contract for #B2223-Bonds09 at Joseph George MS, Asphalt Repair/Replace.**

Staff Analysis: Based on site inspections and assessment of conditions at various school sites, District Staff and Program Manager Cumming Group, determined the Asphalt paving work on the playground, and pathways of Joseph George MS need repairs/replacement due to extensive deterioration.

As a result, a request for proposal B2223-Bonds09 was issued. The Asphalt Concrete (AC) in the school playground is planned to be repaired/milled and overlayed and in some areas removed and replaced with new.

The following bids were received.

Bidder Name	Contract Amount
1 Silicon Valley Paving	$ 87,810.00
2 Bosco Construction	$ 92,126.00
3 DRT Grading	$131,228.00

(Contract Amount includes Base Bid, Contingency)

Recommendation: Staff recommends the Board of Trustees award the bid & contract to Silicon Valley Paving as the lowest responsive bidder for the Joseph George MS Asphalt Package.

Submitted by: Kolvira Chheng K Title: Assistant Superintendent, Business Services

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

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommended Approval

6.08
Agenda Placement

Kol S
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

6.09

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: July 21, 2022

To the Superintendent of Schools

Subject: **Award of Bid Package and Contract for #B2223-Bonds10 at San Antonio ES, New Asphalt for Shade Structure.**

Staff Analysis: Based on site inspections and assessment of conditions at various school sites, District Staff and Program Manager Cumming Group, determined that New Asphalt paving work is required for the new shade structure at San Antonio ES.

As a result, a request for proposal B2223-Bonds10 was issued. The Asphalt Concrete (AC) for the new shade structure area will be installed.

The following bid was received.

Bidder Name	**Contract Amount**
1 DRT Grading	$97,289.00

(Contract Amount includes Base Bid, Contingency, Swing Shift, Deductive Alternate)

Recommendation: Staff recommends the Board of Trustees award the bid & contract to DRT Grading as the lowest responsive bidder for the San Antonio ES Asphalt Package.

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

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

To the Board of Trustees:

Recommended Approval

6.09
Agenda Placement

Meeting: July 21, 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

6.10

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: July 21, 2022

To the Superintendent of Schools

Subject: **Award of Bid Package and Contract for #B2223-Bonds11 at Russo/McEntee ES, Adelante I ES, William Sheppard MS, Joseph George MS, San Antonio ES, and McCollam ES for Installation of New School Signs.**

Staff Analysis: Based on site inspections and assessment of conditions at various school sites, District Staff and Program Manager Cumming Group, determined that Installation of the new school signs and demolition of old school signs is required for the new school signs at each referenced school.

As a result, a request for proposal B2223-Bonds11 was issued for Installation of New School Signs and Demolition of Old School Signs.

The following bids were received.

Bidder Name	**Contract Amount**
1 Bosco Construction	$178,410.00
2 Selway Construction	$286,800.00 (exceeds CUPCCAA limit)

(Contract Amount includes Base Bid, Contingency, Swing Shift, Additive Alternate)

Recommendation: Staff recommends the Board of Trustees award the bid & contract to Bosco Construction as the lowest responsive bidder for the multiple schools referenced for the installation of the new signs package.

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

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

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommended Approval
6.10
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

6.11

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: July 21, 2022

To the Superintendent of Schools

Subject: **Approve Contract with Project Support Services (PSS) for Phase II of DSA Closeout and Certification.**

Staff Analysis: PSS has been working of the closeout of the legacy DSA projects to facilitate DSA approval for projects currently being reviewed by DSA. There were nineteen projects that needed certification. To date, ten projects are certified and four submitted for certification. The remaining five project require additional work.

As a result, PSS has presented a proposal for Phase II. This work will involve additional consultants to prepare the documentation by a new Architect of Record and inspection by a Project Inspector. The new consultants are required as the original consultants are no longer available to complete the work.

The cost for this additional work including the consultants is $111,000.00.

Recommendation: Staff recommends the Board of Trustees approve the contract with PSS in the amount not to exceed $111,000.00.

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

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

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommended Approval

6.11
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

PROJECT SUPPORT SERVICES

Contact:
Natassia Melendrez • Cell: 909.538.3053
Office: 714.602.8400

July 14, 2022

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

RE: Proposal for DSA Project Closeout & Certification
Phase II: Execution & Closeout

Dear Kolvira Chheng,

Thank you for allowing Project Support Services (PSS) to present this proposal for DSA project closeout and certification assistance Phase II Execution and Closeout. PSS is a woman-owned business that saves our clients time and money by putting our expertise to work by:

- Managing the Division of the State Architect (DSA) process on new projects,
- Resolving DSA issues with ongoing projects,
- Achieving closeout on completed, but non-certified, projects,
- Training client staff on DSA requirements,
- Scanning, organizing, managing, and archiving plans and project files, and
- Maintaining inventory of relocatables.

Project Support Services Qualifications

PSS Principal Natassia Melendrez has over 15 years of experience in working with Division of the State Architect. PSS has helped California school districts complete the DSA closeout process for hundreds of non-certified K-12 and Higher Education projects. Many of these were projects the Districts and their consultant teams thought could not be closed, with some dating as far back as 1964.

The projects' closeouts had issues with documentation such as:

- Missing change orders,
- Deferred approvals,
- Revisions,
- Non-compliant scopes of work,
- Non-compliant test results,
- Missing DSA-6 by the original Project Inspector,
- Fire sprinkler systems,
- Fire alarm systems,
- ADA compliance, or
- Missing in-plant reports.

PROJECT SUPPORT SERVICES

Contact:
Natassia Melendrez • Cell: 909.538.3053
Office: 714.602.8400

PSS is able to resolve project closeout issues in a short period of time because of our knowledge of DSA requirements. We have also worked hard to build and maintain a strong working relationship and positive reputation with DSA staff.

Clients

- ABC Unified School District
- Bassett Unified School District
- Covina-Valley Unified School District
- Downey Unified School District
- Glendora Unified School District
- Hawthorne Elementary School District
- Inglewood Unified School District
- Manhattan Beach Unified School District
- Montebello Unified School District
- Norwalk-La Mirada Unified School District
- Palos Verdes Peninsula Unified School District
- Redondo Beach Unified School District
- San Marcos Unified School District
- Wiseburn Elementary School District
- Cerritos Community College District
- College of the Desert
- Long Beach Community College District
- Mt. San Jacinto Community College District
- Rancho Santiago Community College District
- South Orange County Community College District
- San Mateo Union High School District

Please visit our website at www.psscert.com for additional information about the firm.

Background

The Alum Rock Union School District in San Jose is nestled in the beautiful foothills of the Santa Clara Valley in the San Francisco Bay Area. Alum Rock is a family-oriented community committed to its children and schools. Alum Rock Union School District operates 3 TK-8 schools, 14 elementary schools, 5 middle schools.

With numerous buildings and portables, the Facilities Department oversees the capital improvement program funded by the community passed bond measures. As a result of each local or state bond passing the District has a result of **50 non-certified projects** with the Division of State Architect.

PSS was contracted a total of 19 projects in Phase 1 and certified 14 with the final remaining 5 projects. The projects require an Architect of Record and Project Inspector to assist with the DSA 312 Alternate Construction Program.

PROJECT SUPPORT SERVICES

Contact:
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Office: 714.602.8400

Scope of Services

This proposal specifically covers Phase II tasks. After our evaluation from Phase I we clarified the scope of work required for the remaining projects, this proposal will be submitted to the District as a Phase II, in which we will execute the plan of action agreed upon to close out the project.

Specific tasks related to Phase II include:

Phase II Execution & Closeout

- Coordinate site survey with the AOR and Project Inspector.
- Address any issues on site that pertain to FLS, SSS and ACS.
- Develop a DSA 312 program for the AOR to approve and stamp.
- PSS will submit the DSA 312 program with DSA and request for any meetings with DSA.
- Once the program is approved PSS will manage the AOR and Project Inspector.
- Complete closeout per plan of action agreed upon with the Facilities Department and Division of State Architect.
- Project manage the closeout and document control of the verified report forms.
- Create project closeout packets, provide copies for the District, upload to DSA box and mail to DSA for final review of certification.

Compensation & Completion:

The services described above will be provided at in the amount of **$111,000.00 for Phase 2 and shall not exceed** unless authorized by the Alum Rock Union School District. Excludes DSA re-opening fee and unpaid DSA invoices. The services include the Architect or Record and Project Inspector.

Each project will be billed based on the following milestones completed:

Project Support Services Milestone Billing

Milestones	Amount
Milestones: 9-13	$2,000.00
9. Coordinate site survey with AOR and IOR	
10. Site survey meeting with AOR and IOR	
11. Prepare DSA 312 program	
12. Submit DSA 312 program to DSA	
13. Receive DSA 313 approval from DSA	
Milestones: 14-16	$2,000.00
14. Project Manage per agreed the 312 Program	
15. Completion of the DSA 312 Program	
16. Prepare draft re-exam 312/313/314 packet for District approval	
Milestones: 17-18	$2,000.00
17. Submit DSA 314 Re-examination Packet	
18. DSA Certification Letter	

*A hardcopy of the documents above and dropbox link will be sent to the District as each milestone is completed. If the District prefers, a binder can be created with each project and the documents listed above.

PROJECT SUPPORT SERVICES

Contact:
Natassia Melendrez • Cell: 909.538.3053
Office: 714.602.8400

Project Support Services:

App Id	Project Name	Certified LetterType	Amount
01-101678	Various Sites- Cassell, Miller & San Antonio E.S.	#3-Close of File w/o Certification - Exceptions	$6,000.00
01-101742	Various Sites – Ocala, George Middle & Rogers	DSA 301P Notification of Requirement for Certification	$6,000.00
01-104462	Joseph George Middle School	#3-Close of File w/o Certification - Exceptions	$6,000.00
01-104506	Joseph George Middle School	#3-Close of File w/o Certification - Exceptions	$6,000.00
01-106279	San Antonio Elementary School	#3-Close of File w/o Certification - Exceptions	$6,000.00

Total: $30,000.00

Project Inspector Service:

App Id	Project Name	Certified LetterType	Amount
01-101678	Various Sites- Cassell, Miller & San Antonio E.S.	#3-Close of File w/o Certification - Exceptions	$2,250.00
01-101742	Various Sites – Ocala, George Middle & Rogers	DSA 301P Notification of Requirement for Certification	$2,250.00
01-104462	Joseph George Middle School	#3-Close of File w/o Certification - Exceptions	$750.00
01-104506	Joseph George Middle School	#3-Close of File w/o Certification - Exceptions	$250.00
01-106279	San Antonio Elementary School	#3-Close of File w/o Certification - Exceptions	$500.00

Total: $6,000.00

Architect of Record Services:

App Id	Project Name	Certified LetterType	Amount
01-101678	Various Sites- Cassell, Miller & San Antonio E.S.	#3-Close of File w/o Certification - Exceptions	$15,000.00
01-101742	Various Sites – Ocala, George Middle & Rogers	DSA 301P Notification of Requirement for Certification	$15,000.00
01-104462	Joseph George Middle School	#3-Close of File w/o Certification - Exceptions	$15,000.00
01-104506	Joseph George Middle School	#3-Close of File w/o Certification - Exceptions	$15,000.00
01-106279	San Antonio Elementary School	#3-Close of File w/o Certification - Exceptions	$15,000.00

Total: $75,000.00

PROJECT SUPPORT SERVICES

Contact:
Natassia Melendrez • Cell: 909.538.3053
Office: 714.602.8400

Additional Services:

Should the District seek any additional services required beyond the original scope of work PSS will submit a separate proposal.

Terms & Conditions

- Prices submitted are considered firm for 60 days until contract is signed.
- Payment terms are net 30 days from invoice date. Invoices will be generated monthly throughoutthe duration of the project.

Reimbursable Expenses:

The District shall reimburse PSS at a cost, a reasonable sum for out-of-pocket expenses listed below, thatare incurred and paid for by PSS in furtherance of performance of our obligations under this agreement. PSS will add a 5% markup fee for all charges listed below. However, we shall be reimbursed only to the extent that such expenses are generated in connection with the operation of projects assigned and only tothe extent **authorized** by **Alum Rock Union School District.**

- Scanning of plans retrieved by the Division of State Architect.
- Express shipping, overnight mail, messenger, courier, or delivery services.
- Printing of oversized file and documents for closeout.

Again, we appreciate the opportunity to provide you with this proposal. Please feel free to contact me at714.602.8400 or my cell number, 909.538.3053, with any questions.

Respectfully,
Project Support Services

x Natassia R. Melendrez

Natassia Melendrez
President & CEO
Project Support Services Inc.

Accepted:

x _____

Kolvira Chheng
Assistant Superintendent of Business Services
Alum Rock Union Elementary School District

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: June 22, 2022

Subject: **Start and End Times for School Year 2022-2023**
The Start and End Times for the 2022-2023 School Year are submitted.

Staff Analysis: The Academic Services Department, Child Nutrition Services Department and Transportation Department collaborated with School Administrators in order to prepare the 2022-2023 Bell Schedules. Start and end times were completed based on instructional time requirements, transportation availability, food services scheduling, student safety concerns, special education programming and requirements, and bargaining unit contract guidelines.

Recommendation: Staff recommends the Board approve the Start and End Times for the 2022-2023 school year as submitted.

Submitted by: Maria Martinez Title: Principal on Special Assignment, Academic Services

Approved by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: July 21, 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: _____

2022-2023 Start and End Times

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

*Chavez Early Learning Center PK 8:25-10:25 & 10:40-1:2

*Linda Vista PK-SDC Preschool class begins at 8:20am and dismisses at 1:20pm - Early release at 11:20am

**Lyndale Kindergarten classes begin at 8:15

** K-8 Schools

TK Start and End Times

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

Alum Rock Union School District

7.02

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: June 23, 2022

Subject: **Submission of Early Literacy Support Block Grant (ELSB) Annual Report**

Staff Analysis: **On an annual basis, Alum Rock Union Elementary School District, grantee school Aptitud Community Academy presents to the Board of Trustees a report on achievement towards the actions and goals described in The Literacy Action Plan Board approved on July 8, 2021. CDE awarded Aptitud Community Academy at Goss a three-year grant for $613,140 in 2021. The purpose is to improve literacy instruction in grades TK-3rd identified needs within the Aptitud community. The action plan aims to develop coherent systems to support teacher learning, family engagement, and student instructional practices. This Annual Report is year one, 2021-2022.**

Recommendation: **Information Only**

Submitted by: Dr. Dianna Ballesteros DJB Title: Director, Early Learning

Approved by: Barbara Campbell BC Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: July 21, 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: _____

Early Literacy Support Block Grant Annual Report

Implementation Year 1: 2021–22

(REV. 04/2022)

Based on the root cause analysis and needs assessment conducted during the Planning Year (2020–21), Early Literacy Support Block (ELSB) Grant participating local educational agencies (LEAs) developed three-year literacy action plans that include goals and actions to improve literacy instruction at each eligible school. The literacy action plans identify metrics to measure progress toward the goals and planned expenditures, which fund supplemental activities targeted for kindergarten and grades one to three, inclusive.

On an annual basis, each LEA with an eligible school shall submit to the California Department of Education, the school site council at each eligible school, and the governing board or body of the LEA a report on achievement towards the actions and goals described, and an assessment of progress made on the metrics identified, in its literacy action plan. These reports shall also be publicly posted on the LEA's website.

For Implementation Year 1 (2021–22), the LEA Program Lead shall complete the template below for each eligible participating school and submit this form to ELSBGrant@cde.ca.gov between **June 30, 2022** and **July 31, 2022**.

LEA Name: Alum Rock Union School District

Program Lead: Dianna Ballesteros Email/Phone: dianna.ballesteros@arusd.org

Fiscal Lead: Teresa DeCelles Email/Phone: teresa.langner@arusd.org

Eligible Participating School(s) – select box next to the site for which this report applies:

x 1. Aptitud Community Academy at Goss	☐6. Select to enter text.
☐2. Select to enter text.	☐7. Select to enter text.
☐3. Select to enter text.	☐8. Select to enter text.
☐4. Select to enter text.	☐9. Select to enter text.
☐5. Select to enter text.	☐10. Select to enter text.

Supporting Agency or Agencies: (i.e. ELSB Grant Expert Lead in Literacy, local county office of education, etc.): ELSB Grant Expert Lead (SCOE)
LEA URL for public posting of ELSB Grant Reports:

https://www.arusd.org/district/departments/business-services/budget-information

NOTE: Please indicate N/A in all sections that do not apply.

Early Literacy Support Block Grant Annual Report

Implementation Year 1: 2021–22

(REV. 04/2022)

1. In review, please complete the chart below to specify the practices and unmet needs, identified when conducting the root cause analysis, of having the highest percentage of pupils in grade three scoring at the lowest achievement standard level, also referred to as the Level 1 achievement level, on the consortium summative assessment in English language arts (ELA). [SB98 Sec113 (b)(d2A)]

2020–2021	LEA Practices	LEA Unmet Needs	School-Level Practices	School-Level Unmet Needs
School climate	PBIS schools with PLC Panorama Survey	Shortage of staff Campus Safety concerns Lack of time for teacher PD and planning	PBIS school Little Heroes PE classes Gator Gathering virtual assemblies	Shortage of staff Lack of time for teacher PD and planning
Social-emotional learning	SEL curriculum at the elementary level (Kimochis)	High SEL needs returning from the pandemic	Full time school counselor Kimochis Lessons	High SEL needs from online learning Students need personal connection
Experience of pupils below grade-level standard on the ELA content standards	After school virtual interventions Campus Pods offered for in person learning Summer School Offerings Family Resource Centers Linkages to outside services	Lack of cohesive curriculum and materials that cover the foundational components of Literacy	Campus Pod for in person learning online lessons and interventions	Need to offer more structured instruction to address phonics and phonemic awareness More structured language practice

	School Link Supervisors Support			
Experience of families of pupils below grade-level standard on the ELA content standards	Quarterly Teacher/Parent conferences SST (Student Success Team) meetings Parent University (semiannually)	Socioeconomic challenges of the pandemic Need to return to inperson offerings for parents to engage in trainings lack of internet connectivity blocks families from participating in online meetings	Parent/ Teacher conferences or SST meetings Springboard (Reading intervention) Family Workshops	Need to return to inperson offerings for parents to engage in trainings lack of internet connectivity blocks families from participating in online meetings

2. In review, please complete the chart below to specify the previously identified areas of strength and weakness of both the eligible school and the LEA with regard to literacy instruction in kindergarten and grades one to three, inclusive. [SB98 Sec113 (b)(d2B)]

2020–2021	LEA Strength	LEA Weakness	School-Level Strength	School-Level Weakness
Pupil performance data in ELA	District provided limited in person support for some of high need students (foster care,	13% on grade level as measured by the FastBridge (2nd and 3rd grade)	Students are successful word callers 60% at level on DIBELS Word Reading	Students have difficulty with blending of sounds, vocabulary, and fluency

	unhoused youth, and English learners) 52 Care Pods were rolled out to serve 534 students, two care pods for students with autism, where student received in-person speech and language support (LCAP, 2021-2022 Plan)		High accuracy with high frequency words 57% of students know grade level words	High percentage, 76% of students do not know their letter sounds
Data on effective practices (*reference previous chart*)	N/A	Core Curriculum does not address the key pieces of literacy instruction	Family Reading workshops through Springboard Tutoring, 77% of students made progress in their reading level during the programFamily Reading workshops Reading Partners Tutoring 82% of students made growth throughout the year	Core Curriculum does not address the key pieces of literacy instruction
Data on ineffective practices (*reference previous chart*)	N/A	With using our Core Curriculum students are not performing,district wide 13% of students	N/A	With using our Core Curriculum students are not performing, 9% of students reading on grade level

		performing at grade level		
Equity and performance gaps	Plan to use targeted interventions and expanded learning opportunities to reach students' needs to enter text.	There is a disparity between the above average students and the intensive. There are the students that know and can read and students that struggle and rely on strong instruction are not performing	Plan to use targeted interventions and expanded learning opportunities to reach students' needs	There is a disparity between the above average students and the intensive. There are the students that know and can read and students that struggle and rely on strong instruction are not performing

3. Based on the root cause analysis and needs assessment, identify the action items and metrics described in the literacy action plan for each eligible participating site to address access to ***high-quality teaching***. [SB98 Sec113 (b)(e1A-D)]

2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome

Early Literacy Support Block Grant Annual Report

Implementation Year 1: 2021–22
(REV. 04/2022)

Hiring of literacy coaches or instructional aides to provide support to struggling pupils, including, among others, bilingual reading specialists to support English learner programs.	We will improve TK - 3 readiness to read through addressing foundational skills (letter knowledge, phonemic awareness, and phonological awareness) by using explicit instruction based on a cohesive scope and sequence (SIPPS and Heggerty), giving daily practice and carefully selecting practice texts as measured by the students showing grade level mastery on Reading Foundations skills assessments (SIPPS) by June 2022. We will improve TK - 3rd grade students' fluency and overall decoding skills by implementing an explicit, research based phonics program	In support of goal 1 and 2 by September 2021 we will hire a literacy coach, (paid extended duty for a teacher leader for Year 1) to focus specifically on foundational reading skills using the SIPPS curriculum. We will monitor student impact in these areas through the SIPPS mastery assessments and Fastbridge Grades 2 and 3.	Benchmark Level Screener 13.6% -> 26.83% Fastbridge Benchmarks 44% -> 39% SIPPS Mastery 60% of students are showing mastery in readiness to read at their level	Increase in Reading Level Screener. We believe this is due to shifting practices in our Literacy Instruction block and teachers using small group reading with fidelity. Decrease in auto Reading scores in 2nd and 3rd grade We believe these scores are impacted by attendance, pause in SIPPs instruction due to isolating cohorts, and getting a late start to SIPPS instruction. Increase in students progressing with their foundational skills peer SIPPs mastery skill. We believe this is due to the structured time implementing the SIPPs program

	(SIPPS) as measured by a fluency assessment by June 2022.			
Development of strategies to provide culturally responsive curriculum and instruction	N/A	N/A	N/A	This strategy did not appear in our root cause analysis as a critical need to address.
Evidence-based professional development for teachers, instructional aides, and school leaders regarding literacy instruction and literacy achievement and the use of data to help identify and support struggling pupils	We will improve TK - 3 readiness to read through addressing foundational skills (letter knowledge, phonemic awareness, and phonological awareness) by using explicit instruction based on a cohesive scope and sequence (SIPPS and Heggardy), giving daily practice and carefully selecting practice texts as measured by the	In support of Goal 1 ,2 and 3 we will enroll all TK-3 teachers in COREs Online Elementary Reading Academy by September 2021.This supports the goal by engaging teachers in evidence-based professional learning which will enable them to provide stronger instruction in reading foundations,	100% of teachers, TK-3 completed the OERA course	This action item proved to be supportive for teachers. In planning meetings, teachers were able to speak to strategies and structures to bring into the classroom to improve literacy instruction.

	students showing grade level mastery on Reading Foundations skills assessments (SIPPS) by June 2022. We will improve TK - 3rd grade students' fluency and overall decoding skills by implementing an explicit, research based phonics program (SIPPS) as measured by a fluency assessment by June 2022.	comprehension and vocabulary. We will monitor student impact in reading foundational skills through the SIPPS diagnostic and mastery assessments. In support of goals 1, 2 and 3 we will provide collaboration release days for our team, hiring substitute teachers to allow for extended time together. We will collaborate as a team on a monthly basis. The focus will be on data analysis and adjusting our instructional practices based on what the data will show. We will monitor the student	We held 0/10 collaboration meetings for the 21-22 school year	During the 21-22 school year we were unable to hold monthly release days for teachers. This was due to the continuing COVID19 Pandemic and staff shortage across the district.

		impact on reading foundational skills, comprehension and vocabulary knowledge throughout the life of the grant.		
Professional development for teachers and school leaders regarding implementation of the curriculum framework for ELA/English Language Development (ELD) adopted by the State Board of Education (SBE) pursuant to Section 60207 of the *Education Code* and the use of data to support effective instruction	N/A	N/A	N/A	As seen in our root cause analysis this was not a critical area to address.

Early Literacy Support Block Grant Annual Report

Implementation Year 1: 2021–22
(REV. 04/2022)

4. Based on the root cause analysis and needs assessment, identify the action items and metrics described in the literacy action plan for each eligible participating site to address ***support for literacy learning***. [SB98 Sec113 (b)(e2A-B)]

2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome
Purchase of literacy curriculum resources and instructional materials aligned with the ELA content standards and the curriculum framework for ELA/ELD adopted by the SBE, but only if the literacy action plan also includes professional development for staff on effective use of these materials	We will improve TK - 3 readiness to read through addressing foundational skills (letter knowledge, phonemic awareness, and phonological awareness) by using explicit instruction based on a cohesive scope and sequence (SIPPS and Heggardy), giving daily practice and carefully selecting practice texts as measured by the students showing grade level mastery on Reading Foundations skills	In support of Goal 1 and 2, by August 2021 we will purchase the SIPPS curriculum aligned with our literacy SMARTe goals. This will support student mastery in reading foundational skills as measured by the SIPPS mastery tests. In support of Goal 1 and 2, beginning in August 2021 we will work with CORE to provide initial and ongoing	We purchased 6 SIPPs curriculum kits. Teachers were trained in November of 2021 and SIPPS was implemented as a "Walk to Read Model" By the end of the year 60% of students were meeting mastery of their level, 26% of students are reading on grade level as measured by the Benchmark Leveled Screener Teachers had the opportunity to work with the CORE provider for 10 days to support their progress	Through the purchase of the SIPPS program for our TK-3 students we will provide explicit, coherent reading foundational instruction across the grades. Utilizing this program allowed students more intentional practice, which will lead to increased proficiency in foundation reading skills. Teachers felt supported and capable to implement these new curricular

	assessments (SIPPS) by June 2022. We will improve TK - 3rd grade students' fluency and overall decoding skills by implementing an explicit, research based phonics program (SIPPS) as measured by a fluency assessment by June 2022.	training in the use of the SIPPS curriculum throughout the year. This will support student mastery in reading foundational skills as measured by the SIPPS mastery tests. In support of Goal 1, by August 2021 we will purchase the Heggerty phonemic awareness curriculum aligned with our literacy SMARTe goals. This will support student mastery in phonemic awareness as measured by the SIPPS mastery tests. In support of Goal 1, beginning in August 2021 we	and implementation in SIPPs. We did not purchase any of the Heggerty program or associated trainings.	tools and instructional practices. Due to a pause in programming and a shortage of staff to offer subs, we did not purchase Heggerty because we lacked capacity to provide teachers' professional development. We will move forward with implementing Heggerty in Year 2.

		will provide training and professional development around the Heggerty phonemic awareness curriculum. This will support student mastery in phonemic awareness as measured by the SIPPS mastery tests.		
Purchase of diagnostic assessment instruments to help assess pupil needs and progress and training for school staff regarding the use of those assessment instruments	We will improve TK - 3 readiness to read through addressing foundational skills (letter knowledge, phonemic awareness, and phonological awareness) by using explicit instruction based on a cohesive scope and sequence (SIPPS and Heggardy), giving daily practice and carefully selecting practice	In support of goals 1, 2 and 3 we will collaborate as a team around creating an assessment and progress monitoring calendar that supports the collection and application of formative data supplied by a combination of the SIPPS program assessments and district provided assessments.	We created an assessment plan to meet the needs of our staff and students. We used Benchmark Level Screener, SIPPs Mastery Test, Foundational Skills Assessments for K -1st and Fastbridge for 2nd -3rd.	As a site literacy team we found that our data points were too scattered and did not give us a cohesive picture if we were impacting students' readiness to read. The best information came from the Level Screener, showing reading ability and the SIPPs mastery tests which shows if students are mastery of the lessons. We met to adjust our assessment plan in

	texts as measured by the students showing grade level mastery on Reading Foundations skills assessments (SIPPS) by June 2022. We will improve TK - 3rd grade students' fluency and overall decoding skills by implementing an explicit, research based phonics program (SIPPS) as measured by a fluency assessment by June 2022.	We will work to ensure that the data we collect works to support the areas of focus (reading foundational skills and comprehension). Our district has a current assessment calendar, but we want to ensure that the data we are collecting is valid, reliable and meaningful.		June 2022 and for the 22-23 school year we will be administering DIBELS.

5. Based on the root cause analysis and needs assessment, identify the action items and metrics described in the literacy action plan for each eligible participating site to address ***pupil supports***. [SB98 Sec113 (b)(e3A-E)]

2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome
Expanded learning programs, such as before- and after-school programs or summer school, to improve pupils' access to literacy instruction	N/A	N/A	N/A	This strategy did not appear in our root cause analysis as a critical need to address.
Extended school day to enable implementation of breakfast in the classroom or library models to support expanded literacy instruction	N/A	N/A	N/A	This strategy did not appear in our root cause analysis as a critical need to address.
Strategies to improve school climate, pupil connectedness, and attendance and to	N/A	N/A	N/A	This strategy did not appear in our root cause analysis as a critical need to address.

reduce exclusionary discipline practices, including in-school suspensions, that may limit a pupil's time in school				
Strategies to implement research-based social-emotional learning approaches, including restorative justice	N/A	N/A	N/A	This strategy did not appear in our root cause analysis as a critical need to address.
Expanded access to the school library	N/A	N/A	N/A	This strategy did not appear in our root cause analysis as a critical need to address.

6. Based on the root cause analysis and needs assessment, identify the action items and metrics described in the literacy action plan for each eligible participating site to address ***family supports***. [SB98 Sec113 (b)(e4A-E)]

2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome
Development of trauma-informed practices and supports for pupils and families	N/A	N/A	N/A	This strategy did not appear in our root cause analysis as a critical need to address.
Provision of mental health resources to support pupil learning	N/A	N/A	N/A	This strategy did not appear in our root cause analysis as a critical need to address.
Strategies to implement multi-tiered systems of support and the response to intervention approach	N/A	N/A	N/A	This strategy did not appear in our root cause analysis as a critical need to address.
Development of literacy training and education for parents to help develop a supportive literacy	We will improve TK - 3 readiness to read through addressing foundational skills (letter knowledge,	By Fall 2021, in support of goal 1 and 2 we will develop and begin implementation for parent early	We did not complete this action.	We were unable to implement this action because parents were unable to come onto campus due to local

environment in the home	phonemic awareness, and phonological awareness) by using explicit instruction based on a cohesive scope and sequence (SIPPS and Heggardy), giving daily practice and carefully selecting practice texts as measured by the students showing grade level mastery on Reading Foundations skills assessments (SIPPS) by June 2022. We will improve TK - 3rd grade students' fluency and overall decoding skills by implementing an explicit, research based phonics program (SIPPS) as measured by an fluency assessment by June	literacy training series, for fundamental skills reinforcement of our ELSB work at home. For example workshops could include decodable reading, site word flashcards, sound/letter practice, etc. We will monitor student impact in the area of reading foundational skills through the SIPPS mastery assessment. By Fall 2021 we will purchase take home literacy bags to support engagement and practice at parent workshops. Parents would be trained to use these materials at home to deepen the students' exposure	Materials were bought for TK-3rd grade. The program was not fully implemented.	COVID19 Restrictions. One parent workshop series was attempted online through another program. Attendance was lacking (10%) and even then virtual engagement was tough due to unstable internet. We purchased these materials, and introduced them to teachers. Then we experienced labor negotiations in our district that led to teachers only working instructional minutes. No further training or

	2022.elect to enter text.	to the targeted skills.		extended hours could take place to complete this project. We intended to bring this project back in 2022 - 2023
Strategies to improve parent and community engagement and to improve communication with parents regarding how to address pupils' literacy needs	N/A	N/A	N/A	This strategy did not appear in our root cause analysis as a critical need to address.

Early Literacy Support Block Grant Annual Report

Implementation Year 1: 2021–22
(REV. 04/2022)

7. Following the first year of implementation, please reassess the needs by completing the chart below to specify the current practices and unmet needs identified for addressing the root cause of having the highest percentage of pupils in grade three scoring at the lowest achievement standard level, also referred to as the Level 1 achievement level, on the consortium summative assessment in ELA. [SB98 Sec113 (b)(d2A)]

2021–2022	LEA Practices	LEA Unmet Needs	School-Level Practices	School-Level Unmet Needs
School climate	PBIS schools with PLC Panorama Survey	Shortage of staff Campus Safety concerns Lack of time for teacher PD and planning	PBIS school Little Heroes organized play After School Sports Wellness Center staffed with Wellness Center Specialist (LMFT) and a Wellness Liasion	Shortage of staff Campus Safety concerns Pupil Safety concerns Lack of time for teacher PD and planning
Social-emotional learning	SEL curriculum at the elementary level (Kimochis)	High SEL needs returning from the pandemic	Full time school counselor Wellness Center to teach calming and coping skills, support students in crisis Kimochis Lessons	High SEL needs returning from the pandemic Students need to relearn social skills to engage in large group activities
Experience of pupils below grade-level	After school interventions	Lack of cohesive curriculum and materials that cover	Springboard Reading intervention	Need to offer more structured instruction to address phonics

standard on the ELA content standards	Expanded Learning through ASES grant Summer School Offerings Family Resource Centers Linkages to outside services School Link Supervisors Support	the foundational components of Literacy	Reading Partners: Community Tutoring Structured Literacy Block SIPPs walk to read for targeted reading intervention	and phonemic awareness More structured language practice
Families of pupils below grade-level standard on the ELA content standards	Quarterly Teacher/Parent conferences SST (Student Success Team) meetings Parent University (semiannually)	Socioeconomic challenges of the pandemic Need to return to inperson offerings for parents to engage in trainings lack of internet connectivity blocks families from participating in online meetings	Parent/ Teacher conferences or SST meetings Springboard (Reading intervention) Family Workshops	Need to return to inperson offerings for parents to engage in trainings lack of internet connectivity blocks families from participating in online meetings

8. Following the first year of implementation, please reassess the needs by completing the chart below to specify the current areas of strength and weakness of both the eligible school and the LEA with regard to literacy instruction in kindergarten and grades one to three, inclusive. [SB98 Sec113 (b)(d2B)]

2021–2022	LEA Strength	LEA Weakness	School-Level Strength	School-Level Weakness
Pupil performance data in ELA	35% of students performing at grade level (FastBridge)	35% of students fall at the intensive level	EOs and ELs are making similar gains on the Fastbridge assessment, a school average of 4% We gained 13.23% on the Benchmark level screener, with a total of 26.83% of students now reading at grade level	Grade levels made average of 4% growth this year, with some grade levels staying within 1% of BOY measurements Fastbridge Benchmarks Fall: 44% -> Spring: 39%
Data on effective practices (*reference previous chart*)	487 parents attended Parent University , to engage in students' education	There continues to be a gap in learning for more students returning from the pandemic. Although we planned for after school interventions, we were unable to find staff for this.	Our biggest win was in SIPPs implementation. We had 9 days with our CORE support person. Teachers implemented a new "walk to Read model" for 1 semester. 60% of students were mastering their SIPPs level. All of this led to	We were unable to implement as much collaboration as was planned for. 0/10 months teams were able to come together. This was due to lack of subs.

			an increase in ability to read.	
Data on ineffective practices (*reference previous chart*)			We were able to supplement phonics instruction and build on our students' experiences in Benchmark, which we found to be ineffective for what our students need in terms of foundational skills.	One thing that continued to be a struggle was the lack of parent engagement. Our virtual environment for all community meetings truly hindered the work of getting parents involved. Our parent meetings averaged a total of 7 attendees. That is less than 1% of our anticipated audience.
Equity and performance gaps		EOs continue to outperform ELs. EOs: 36% proficient ELs: 11% proficient ELs also are not making progress Fall 21 measured at 11% as did Spring 22	EOs and ELs are making similar gains on the Fastbridge assessment, a school average of 4%	As a school we continue to have slow growth. While we saw exciting growth in reading levels, we did not see that growth transfer to our SBAC aligned Language Arts Assessment.

Early Literacy Support Block Grant Annual Report

Implementation Year 1: 2021–22
(REV. 04/2022)

9. Based on the reassessment of the needs, identify the action items and metrics described in the literacy action plan for each eligible participating site to more effectively address the areas described in the literacy action plan. [SB98 Sec113 (b)(e3A-D)(e2A-B)(e3A-E)(e4A-E)]

2021–2022	Original Action Item(s)	Adjusted Action Item(s)	Justification for the Changes	Goal and Tools for Assessment Towards Achievement of the Goal
Access to high-quality instruction	N/A	N/A	N/A	N/A
Support for literacy learning	In support of Goal 1, by August 2021 we will purchase the Heggerty phonemic awareness curriculum aligned with our literacy SMARTe goals. In support of Goal 1, beginning in August 2021 we will train teachers in Heggerty We will use assessments: Benchmark Level	By June 2023 we will purchase , train teachers and implement Heggerty phonemic awareness program We will use DIBELS to measure students	We did not have the capacity to supply subs for additional teacher training this year. As a site literacy team we found that our data points were too scattered and did not	By June 2023 we will purchase , train teachers and implement Heggerty phonemic awareness program. We will measure this by agendas and sign in sheets We will use DIBELS assessments to measure progress in our goals as related to student growth.

	Screener, Fastbridge data, ESGI foundational skills, SIPPs mastery data		give us a cohesive picture if we were impacting students' readiness to read. The best information came from the Level Screener, showing reading ability and the SIPPs mastery tests which shows if students are mastery of the lessons. We met to adjust our assessment plan in June 2022 and for the 22-23 school year we will be administering DIBELS.	
Pupil supports	N/A	N/A	N/A	This strategy did not appear in our root cause analysis as a critical need to address.
Family supports	By Fall 2021, in support of goal 1 and 2 we will develop and begin implementation for parent early	We will be addressing these action items in 2022-2023	We were unable to implement this action because parents were unable to come onto campus due to local	By Spring of 2023 we will hold 4 parent workshops highlighting literacy practices students can do at home.

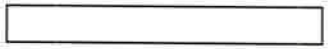
	literacy training series, for fundamental skills reinforcement of our ELSB work at home. For example workshops could include decodable reading, site word flashcards, sound/letter practice, etc. We will monitor student impact in the area of reading foundational skills through the SIPPS mastery assessment. By Fall 2021 we will purchase take home literacy bags to support engagement and practice at parent workshops. Parents would be trained to use these materials at home to deepen the students' exposure to the targeted skills.		COVID19 Restrictions. One parent workshop series was attempted online through another program. Attendance was lacking (10%) and even then virtual engagement was tough due to unstable internet.	This will be measured by agendas and sign in sheets Literacy Book Bags will be distributed to all classrooms TK-3 and teacher and parents will be trained to read with their children at home. This will be measured by agendas and sign in sheets.

Early Literacy Support Block Grant Annual Report

Implementation Year 1: 2021–22

(REV. 04/2022)

NOTE: At the end of the second year of grant eligibility, a LEA with an eligible school shall, as a nonconsent agenda item at a regularly scheduled, publicly noticed meeting of its governing board or body, provide an update on progress implementing the literacy action plan. The LEA may modify the literacy action plan based on this update, consistent with the authorized uses of the grant funds. [SB98 Sec113 (f6)



7.03

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: July 6, 2022

Subject: **Quarterly Report on Williams Uniform Complaints**

Staff Analysis: The Quarterly Report on Williams Uniform Complaints lists the number of Complaints received and resolved.

The Santa Clara County Office of Education requires that the District submit a Quarterly Report on Williams Uniform Complaints for all Alum Rock schools. The complaints could be in the areas of insufficient textbooks, teacher vacancy or poor conditions of facilities during April 1, through June 30, 2022. There were zero (0) complaints for Quarter 4.

Recommendation: Staff recommends the approval of the 4th Quarter Report on Williams Uniform Complaints.

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

Approved by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommend Approval

7.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Academic School Year 2021-22
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

District: Alum Rock Union Elementary District

Person completing this form: Sandra Garcia Title: Director State and Federal

Quarterly Report Submission Date: *(Please check one)*

- ☐ Jul 1 – Sep 30, 2021 (due Oct 27, 2021)
- ☐ Oct 1 – Dec 31, 2021 (due Jan 27, 2022)
- ☐ Jan 1 – Mar 31, 2022 (due Apr 27, 2022)
- ☑ Apr 1 – Jun 30, 2022 (due Jul 27, 2022)

Date for information to be reported publicly at governing board meeting: July 21, 2022

Please check the box that applies:

- ☑ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

GENERAL SUBJECT AREA	TOTAL # OF COMPLAINTS	# RESOLVED	# UNRESOLVED
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignments	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Hilaria Bauer

Print Name of District Superintendent

Signature of District Superintendent

July 21, 2022

Date

Please scan the original signed copy and email to:
Santa Clara County Office of Education – Equity and Educational Progress Division
Mayra Ayala, mayala@sccoe.org

7.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: July 6, 2022

Subject: **School Plan for Student Achievement (SPSA) 2022-2023**
(School plans are available in the Board Library for review)

Staff Analysis: The School plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp) and for federal school improvement programs, including school wide programs, Comprehensive Support and improvement (CSI), Targeted Support and Improvement (TSI) and Additional Targeted Support and Improvement (ATSI), pursuant to California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA).

Recommendation: Staff recommends approval of the 2022/2023 School Plan for Student Achievement (SPSA) for all Alum Rock Schools.

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

Approved by: Barbara Campbell BC Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommend Approval

7.04
Agenda Placement

Kol S
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

School Year: **2022-23**

Elementary Sample

School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Millard McCollam Elementary School	43-69369-6046254	May 23, 2022	July 21, 2022

Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Schoolwide Program
Schoolwide Program

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

McCollam Elementary School plans to effectively meet ESSA requirements by aligning our site goals with district LCAP goals. We are focused on providing all students with a rigorous, challenging, and innovative instructional program that prepares them for college-readiness and for excellence in the 21st century.

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Survey results indicate that staff desires time to collaborate with their grade level regarding lesson planning and data analysis. Staff has a desire to learn from each other regarding instructional practice and a desire for professional development in the areas of mathematics, guided reading and addressing the needs of English Language Learners. On-going support is needed in the area of small group instruction. Training is also needed to further implement project based learning, FOSS science, and PBIS at the school. End of the year surveys administered to students indicate that approximately 81% of the student body (3rd - 5th grade) feels safe at school and that the school cares about them. Staff will work to raise these numbers by identifying actions to be implemented at the school to increase the number of students who feel safe, heard, and cared for at McCollam. Based on survey results, parents who participated in our workshops felt that the workshops gave them information and strategies that they could use to better support their child's education. Consequently, we will look at implementing more parent workshops to support the learning of strategies and techniques to support their child academically and emotionally.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

During classroom visits, teachers are becoming more proficient in the use of technology to support student academic needs. The implementation of small group instruction during the instructional day is becoming more prevalent, which allows teachers to differentiate instruction based on student need and provide intensive support for identified students. Academic language is used and encouraged during classroom instruction. Sentence stems are used to support language access and use among all students. Students working with partners and sharing their insights and learning is becoming more common during classroom instruction.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

Use of state and local assessments to modify instruction and improve student achievement (ESEA)

McCollam Elementary School uses the following state and local assessments to modify instruction and improve student achievement:

- CAASPP Program
- ELPAC
- District Writing Assessments
- Benchmark Unit Assessments and Performance Tasks & Level Screener Data
- enVision Math Assessments
- Fastbridge Language Arts Benchmark Assessments
- Fastbridge Math Benchmark Assessments

Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

McCollam uses a data-driven cycle of inquiry approach to school improvement that affects budget, curriculum, instruction, assessment, and student achievement and is implementing data-driven instruction by making data readily available to all teachers. Easily accessible and simple to use, Illuminate allows teachers to access their students' performance data. This allows teachers the ability to compare class information to school-wide, district, state and national data to ascertain student performance and guide their efforts to individualize instruction, provide differentiated instruction that is responsive to the students' assessed needs and measure the effectiveness of their own instruction. These data systems also allow the administrator to assess the effectiveness of curriculum and support intervention programs. In addition, assessment information from following: criterion-referenced test performance (SBAC, ELPAC, etc.); district assessments; and writing samples; suspension; referral; and attendance data; student work samples; authentic assessment data from project-based, inquiry-based, work-based, open-ended, and portfolio assignments, qualitative data to ascertain stakeholder satisfaction, and observations of student performance is used to measure whether all students are meeting grade level standards.

Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

All of McCollam's teachers are highly qualified.

Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

All credentialed teachers will have access to Common Core State Standards training in language arts and mathematics. All teachers have access to this training and are encouraged to attend.

Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

McCollam Elementary School has ensured the alignment of staff development to academic standards through the following practices:

- Teachers have participated in K-5 CCSS training which has a heavy emphasis on standards-based materials.
- Teachers have participated in Guided reading, small group instruction, math training and other professional development training to support professional needs.
- Newly credentialed teachers will participate in activities that focus on the use of standards-based reading materials.
- All teachers will participate in school and district-sponsored grade-level meetings that focus on standards-based adopted instructional programs.
- Para educators will participate in district-sponsored reading workshops to develop their understanding and practices of effective reading fluency and comprehension strategies.
- Teachers have participated in on-line professional development to facilitate the implementation of Distance Learning.
- Teachers, the District, and the school principal will use the Benchmark Unit Assessments, and enVision Math Assessments to determine staff development needs.

Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

All teachers at McCollam have access to District resources. The District models lessons for teachers to ensure full implementation of the District adopted language arts program. They also observe lessons and provide feedback and guidance to teachers.

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

Teachers collaborate regularly. Time is set aside weekly for grade level collaboration meetings. These meetings could be grade level specific or cross grade level. In addition to the Tuesday meetings, all teachers are released from their teaching duties three times a year. These meetings are data driven and focus on struggling students and curriculum. Teachers have also learned to collaborate virtually utilizing an on-line platform.

Teaching and Learning

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

McCollam Elementary School has aligned curriculum instruction and materials to content and performance standards through the following practices:

- Teachers will have access to Common Core State Standards training in language arts and mathematics.
- Teacher recruitment, hiring, and evaluation will focus on meeting state standards criteria.
- Kindergarten has a minimum of 90 minutes of Language Arts and 60 minutes of Math standards-based instruction plus 30 minutes of ELD.
- Grades 1–3 have a minimum of 2.5 hours of Language Arts and 60 minutes of Math standards-based instruction plus 50 minutes of ELD.
- Grades 4 –5 have a minimum of 2 hours of Language Arts and 75 minutes of Math standards-based instruction plus 50 minutes of ELD.
- All textbooks and supplemental materials align with the standards.

Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

Kindergarten students receive 200 minutes of instruction every day. Students in grades 1st – 3rd receive 305 minutes of instruction four days a week and 230 minutes of instruction one day a week, and students in grades 4th- 5th receive 325 minutes of instruction four days a week and 250 minutes of instruction one day a week because the District has adopted a 4/1 schedule. Instructional minutes in reading and mathematics are strictly adhered to as evidenced in the lesson plans and posted class schedules. The District pacing guides in both these content areas also ensures that instructional minutes are being met.

Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

Each year the District provides pacing guides for language arts and mathematics. Accurate pacing is monitored by the school principal and staff. Each program has a set component for differentiating instruction for students who need intervention.

Availability of standards-based instructional materials appropriate to all student groups (ESEA)

McCollam Elementary School ensures the availability of standards-based instructional material for all students through the following practices:

- The school has academic materials from the state-adopted list (K–8) that is aligned with the academic content standards.
- Teachers regularly examine student work samples at grade-level meetings to ensure that students are mastering grade-level standards.
- Teacher lesson plans make explicit reference to the standards being taught.
- Parents are given abbreviated versions of their children's grade-level standards and expectations each year.
- The District at the site works with all teachers to ensure full implementation of standards-aligned curricular programs.
- Consumables are provided to implement standards-based instructional programs.
- Staff development is provided in effective research-based practices.
- Staff development is provided in the use of standards-aligned materials.
- Standards-based assessments are being utilized at the school site.
- Student work samples are used to assess mastery of the academic content standards.

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

McCollam School uses materials which are State Board of Education-adopted and which have standards-aligned instructional materials, including intervention materials. The district Curriculum and Instruction department, through a committee process, conducts the review, selection, and purchase of textbooks for our students from the state approved list. McCollam teachers may participate in that process.

- The Benchmark Advance Reading Program provides the basis for the McCollam reading program.
- Our SBE mathematics program is Scott Foresman enVision Math. Math kits and hands-on manipulatives for problem-solving are abundant and integrated into the program. enVision Math is used at all grade levels to support Common Core standards implementation.
- The district-adopted science program is FOSS Next Generation Science. Students participate in experiments and use hands-on materials to learn grade-level science standards through the program.
- The history/social science program is implemented with textbooks, literature, and reference books, giving special attention to our diverse student population. The history/social science program is centered on the Scott Forseman History-Social Science for California textbook series.

Opportunity and Equal Educational Access

Services provided by the regular program that enable underperforming students to meet standards (ESEA)

McCollam Elementary School provides the following regular services to enable under-performing students to meet standards.

- Before/after school intervention classes will be offered to at-risk students scoring below proficiency levels in Language Arts and mathematics.
- Training for teachers in differentiated instruction practices in the areas of reading and math.
- Staff members will serve as a resource to fellow classroom teachers to provide best practices and teaching strategies that best meet the needs of students scoring below the 40th percentile.
- Teachers will attend curriculum workshops provided by the District Office.
- Google Chromebooks laptops are used in grades 2 – 5.
- iPads are used in grades K-1st.

Evidence-based educational practices to raise student achievement

McCollam School uses a wide variety of research-based educational practices to raise student achievement.

- Teachers make their lesson objectives clear by stating them and writing them on the board.
- Teachers monitor progress and provide positive corrective feedback.
- Teachers use non-linguistic representation such as graphic organizers and generating mental pictures.
- Teachers use focused practice such as homework.
- Teachers regularly have students identify similarities and differences.
- Teacher collaboration of student data is used regularly and systematically to improve instruction.
- Teachers regularly differentiate instruction to meet students' needs.
- Teachers collaborate with principal during scheduled one-on-one meetings to monitor student progress and achievement

Parental Engagement

Resources available from family, school, district, and community to assist under-achieving students (ESEA)

McCollam Elementary School uses the following resources to assist low performing students:

- An SST to address the academic and behavioral needs of students.
- Parent trainings are provided to better help parents support their child's academic progress.
- Before/after school, intervention classes will be offered to at-risk students scoring below the 50th percentile in Language Arts and math.
- Think Together After School Program assists students with homework and enrichment activities.

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

McCollam School has a strong School Site Council comprised of the principal, parents, and teachers. The School Site Council along with the school's leadership team regular review the implementation of the School Plan and the consolidated application programs.

Funding

Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

McCollam Elementary School provides the following categorical funded services to enable under-performing students to meet standards.

- Title I and general funds are used to fund extended teacher collaboration time with a focus on supporting low-achieving students by improving program implementation and improving teaching.
- Classroom teachers meet to analyze and assess student data to determine if EL students are meeting their annual yearly progress goal (based on length of time in the district's language program).
- Title I and general funds are used to fund family involvement activities.
- Title I and general funds are used to fund Accelerated Reader.
- Title I and general funds are used to fund ELPAC testing.
- Title I and general funds and LCAP funds are used to purchase supplementary materials to support core Language arts and Math programs.

Fiscal support (EPC)

McCollam School relies on several funding sources: categorical, unrestricted, and donations. Categorical funding comes from Title I, General Fund and LCAP. Unrestricted funding comes from general education and lottery. Donations come from funds raised through the PTO, local business, and parents.

Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update

The school consulted with parents, staff and community members in the planning process for the SPSA/Annual review and update. Plan reviewed at staff meetings, SSC, ELAC and PTO meetings.

Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

Student data results indicate that there is a discrepancy regarding academic achievement rates for our ELL and SPED students in comparison to our general population of students. Consequently, specific budgetary allocation of funds are needed to purchase additional materials and resources to better support academic achievement of English learners and students with disabilities with the goal of narrowing the achievement gap.

School and Student Performance Data

Student Enrollment
Enrollment By Student Group

Student Enrollment
Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	18-19	19-20	20-21
Kindergarten	114	115	84
Grade 1	86	83	80
Grade 2	92	86	73
Grade3	68	98	86
Grade 4	77	70	93
Grade 5	65	73	65
Total Enrollment	502	525	481

Conclusions based on this data:

1. Comparing the 2018-2019 school year with the 2019-2020 school year, our Asian population increased by 12 students (157 to 169); our Filipino population increased by six students (38 to 44); our Hispanic student population stayed the same (244 to 244); our American Indian population increased by two students (3 to 5); our, African-American population increased by three (6 to 9) and, our Pacific Islander population stayed the same (2 to 2).
2. Only student group to decrease in enrollment is our White population by six students (35 to 29).
3. Overall student enrollment increased from the 2018-2019 school year to the 2019-2020 school year from 502 students to 525 (23 students). Substantial growth in third grade students from 2018-2019 to 2019-2020 as number of students increased by 30 (68 to 98).

School and Student Performance Data

Student Enrollment
English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	18-19	19-20	20-21	18-19	19-20	20-21
English Learners	171	141	137	34.1%	26.9%	28.5%
Fluent English Proficient (FEP)	87	127	98	17.3%	24.2%	20.4%
Reclassified Fluent English Proficient (RFEP)	19	63	1	11.9%	36.8%	0.7%

Conclusions based on this data:

1. The percentage of English Learners has decreased from 2018 to 2021 from 34.1% to 28.5% with the corresponding numbers decreasing from 171 to 137.
2. The percentage of Fluent English Proficient increased from 2018 to 2021 from 17.3% to 20.4% with the corresponding numbers increasing from 87 to 98.
3. The percentage of Reclassified Fluent English Proficient decreased from 2018 to 2021 from 11.9% to 0.7% with the corresponding numbers decreasing from 19 to 1.

School and Student Performance Data

CAASPP Results
English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	69	73	86	68	71	0	68	71	0	98.6	97.3	0.0
Grade 4	67	74	90	67	71	0	67	71	0	100	95.9	0.0
Grade 5	92	64	64	91	64	0	91	64	0	98.9	100	0.0
All Grades	228	211	240	226	206	0	226	206	0	99.1	97.6	0.0

The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	2416.	2432.		22.06	26.76		25.00	28.17		25.00	21.13		27.94	23.94	0.0
Grade 4	2478.	2471.		26.87	32.39		32.84	22.54		16.42	15.49		23.88	29.58	0.0
Grade 5	2512.	2539.		25.27	40.63		34.07	25.00		18.68	20.31		21.98	14.06	0.0
All Grades	N/A	N/A	N/A	24.78	33.01		30.97	25.24		19.91	18.93		24.34	22.82	0.0

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	23.53	30.99		42.65	46.48		33.82	22.54	0.0
Grade 4	25.37	28.17		55.22	46.48		19.40	25.35	0.0
Grade 5	25.27	40.63		53.85	43.75		20.88	15.63	0.0
All Grades	24.78	33.01		50.88	45.63		24.34	21.36	0.0

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	25.00	19.72		41.18	54.93		33.82	25.35	0.0
Grade 4	23.88	32.39		44.78	43.66		31.34	23.94	0.0
Grade 5	36.26	37.50		39.56	45.31		24.18	17.19	0.0
All Grades	29.20	29.61		41.59	48.06		29.20	22.33	0.0

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	17.65	22.54		61.76	63.38		20.59	14.08	0.0
Grade 4	26.87	21.13		58.21	60.56		14.93	18.31	0.0
Grade 5	18.68	28.13		61.54	59.38		19.78	12.50	0.0
All Grades	20.80	23.79		60.62	61.17		18.58	15.05	0.0

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	25.00	14.08		50.00	59.15		25.00	26.76	0.0
Grade 4	34.33	23.94		46.27	46.48		19.40	29.58	0.0
Grade 5	36.26	50.00		47.25	32.81		16.48	17.19	0.0
All Grades	32.30	28.64		47.79	46.60		19.91	24.76	0.0

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Conclusions based on this data:

1. School-wide achievement in language arts for students meeting and/or exceeding standards on the CAASPP assessment for the 2018-2019 school year is as follows: All students at 58% for the 2018-2019 school year as compared to 56% for the 2016-2017 school year.
2. In the area of reading 79% of students were near/met or exceeded standards on the CAASPP for 2018-2019 as compared to 72% for the 2016-2017 school year. In the area of writing 75% of students in the 2018/2019 school year were at near/met or exceeded standards on the CAASPP as compared to 76% for the 2016-2017 school year.
3. In the area of listening 85% of students were near/met or exceeded standards on the CAASPP for 2018-2019 as compared to 82% for the 2016-2017 school year. In the area of research/inquiry 76% of students were near/met or exceeded standards on the CAASPP for 2018-2019 as compared to 82% for the 2016-2017 school year.

School and Student Performance Data

CAASPP Results
Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	68	74	86	66	73	0	66	73	0	97.1	98.6	0.0
Grade 4	67	74	90	66	72	0	66	72	0	98.5	97.3	0.0
Grade 5	92	64	64	91	64	0	91	64	0	98.9	100	0.0
All Grades	227	212	240	223	209	0	223	209	0	98.2	98.6	0.0

* The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	2413.	2438.		15.15	23.29		25.76	28.77		22.73	23.29		36.36	24.66	0.0
Grade 4	2494.	2472.		27.27	19.44		28.79	26.39		28.79	30.56		15.15	23.61	0.0
Grade 5	2518.	2526.		34.07	32.81		15.38	21.88		25.27	21.88		25.27	23.44	0.0
All Grades	N/A	N/A	N/A	26.46	24.88		22.42	25.84		25.56	25.36		25.56	23.92	0.0

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	30.30	39.73		22.73	26.03		46.97	34.25	0.0
Grade 4	42.42	31.94		27.27	34.72		30.30	33.33	0.0
Grade 5	38.46	39.06		28.57	28.13		32.97	32.81	0.0
All Grades	37.22	36.84		26.46	29.67		36.32	33.49	0.0

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	18.18	31.51		53.03	45.21		28.79	23.29	0.0
Grade 4	30.30	23.61		45.45	41.67		24.24	34.72	0.0
Grade 5	28.57	31.25		45.05	40.63		26.37	28.13	0.0
All Grades	26.01	28.71		47.53	42.58		26.46	28.71	0.0

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 3	21.21	30.14		50.00	45.21		28.79	24.66	0.0
Grade 4	34.85	25.00		40.91	47.22		24.24	27.78	0.0
Grade 5	29.67	31.25		45.05	48.44		25.27	20.31	0.0
All Grades	28.70	28.71		45.29	46.89		26.01	24.40	0.0

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Conclusions based on this data:

1. School-wide achievement in mathematics for students meeting and/or exceeding standards on the CAASPP assessment for the 2018-2019 school year is as follows: All students at 51% for the 2018-2019 school year as compared to the 2016-2017 school year with all students at 53%.
2. In the area of concepts/procedures 67% of students were near/met or exceeded standards on the CAASPP for 2018-2019 as compared to 75% for the 2016-2017 school year. In the area of problem solving & modeling/data analysis 72% of students were near/met or exceeded standards on the CAASPP for 2018-2019 as compared to 73% for the 2016-2017 school year.
3. In the area of communicating reasoning 76% of students were near/met or exceeded standards on the CAASPP for 2018 - 2019 squalling the 76% achievement rate for the 2016-2017 school year.

School and Student Performance Data

ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	1452.5	1427.4	1430.8	1458.8	1440.8	1439.3	1437.6	1396.2	1411.0	60	63	27
1	1492.6	1452.6	1495.6	1480.8	1469.6	1488.5	1503.9	1435.0	1502.1	36	18	34
2	1530.0	1507.9	1538.8	1513.4	1503.1	1519.0	1546.1	1512.2	1558.1	14	28	22
3	1452.7	*	1480.3	1446.3	*	1483.3	1458.7	*	1476.7	17	9	19
4	1503.8	1490.1	1520.7	1494.5	1486.2	1519.7	1512.8	1493.5	1521.3	17	19	20
5	1480.7	*	*	1463.9	*	*	1497.2	*	*	23	9	9
All Grades										167	146	131

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	43.33	11.11	26.92	28.33	41.27	34.62	20.00	34.92	26.92	*	12.70	11.54	60	63	26
1	69.44	16.67	38.24	*	33.33	26.47	*	22.22	20.59	*	27.78	14.71	36	18	34
2	*	32.14	54.55	*	32.14	36.36		32.14	4.55	*	3.57	4.55	14	28	22
3		*	16.67	*	*	33.33	*	*	16.67	*	*	33.33	17	*	18
4	*	15.79	35.00	*	36.84	20.00	*	15.79	30.00	*	31.58	15.00	17	19	20
5	*	*	*	*	*	*	*	*	*	*	*	*	23	*	*
All Grades	41.32	15.75	34.11	27.54	38.36	28.68	14.97	28.08	18.60	16.17	17.81	18.60	167	146	129

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	45.00	22.22	19.23	31.67	38.10	46.15	18.33	26.98	19.23	*	12.70	15.38	60	63	26
1	72.22	33.33	50.00	*	27.78	23.53	*	33.33	17.65	*	5.56	8.82	36	18	34
2	*	35.71	59.09	*	53.57	27.27		7.14	13.64	*	3.57	0.00	14	28	22
3	*	*	38.89	*	*	27.78	*	*	11.11	*	*	22.22	17	*	18
4	*	36.84	55.00	*	31.58	30.00	*	0.00	10.00	*	31.58	5.00	17	19	20
5	*	*	*	*	*	*	*	*	*	*	*	*	23	*	*
All Grades	47.90	27.40	42.64	26.95	39.73	29.46	13.17	18.49	15.50	11.98	14.38	12.40	167	146	129

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	31.67	7.94	15.38	*	30.16	34.62	40.00	47.62	30.77	*	14.29	19.23	60	63	26
1	66.67	5.56	35.29	*	38.89	23.53	*	16.67	26.47	*	38.89	14.71	36	18	34
2	*	25.00	45.45	*	28.57	45.45	*	25.00	0.00	*	21.43	9.09	14	28	22
3		*	0.00	*	*	22.22	*	*	38.89	*	*	38.89	17	*	18
4	*	10.53	20.00	*	15.79	30.00	*	26.32	10.00	*	47.37	40.00	17	19	20
5	*	*	*	*	*	*	*	*	*	*	*	*	23	*	*
All Grades	33.53	10.96	23.26	17.96	26.71	30.23	26.35	36.30	21.71	22.16	26.03	24.81	167	146	129

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	61.67	23.81	15.38	33.33	69.84	76.92	*	6.35	7.69	60	63	26
1	80.56	55.56	56.25	*	38.89	37.50	*	5.56	6.25	36	18	32
2	*	35.71	55.00	*	57.14	45.00		7.14	0.00	14	28	20
3	*	*	41.18	*	*	41.18	*	*	17.65	17	*	17
4	*	21.05	50.00	*	47.37	25.00	*	31.58	25.00	17	19	20
5	*	*	*	*	*	*	*	*	*	23	*	*
All Grades	55.69	28.77	41.13	29.94	58.90	45.97	14.37	12.33	12.90	167	146	124

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	45.00	26.98	23.08	45.00	53.97	61.54	*	19.05	15.38	60	63	26
1	63.89	22.22	41.18	30.56	66.67	47.06	*	11.11	11.76	36	18	34
2	78.57	46.43	52.38	*	50.00	47.62	*	3.57	0.00	14	28	21
3	*	*	52.94	*	*	23.53	*	*	23.53	17	*	17
4	*	63.16	70.00	*	10.53	25.00	*	26.32	5.00	17	19	20
5	*	*	*	*	*	*	*	*	*	23	*	*
All Grades	48.50	37.67	44.88	35.93	44.52	41.73	15.57	17.81	13.39	167	146	127

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	33.33	1.59	7.69	56.67	85.71	84.62	*	12.70	7.69	60	63	26
1	66.67	27.78	38.24	*	22.22	38.24	*	50.00	23.53	36	18	34
2	*	14.29	45.45	*	60.71	45.45	*	25.00	9.09	14	28	22
3		*	5.56	*	*	50.00	82.35	*	44.44	17	*	18
4	*	10.53	25.00	*	47.37	40.00	*	42.11	35.00	17	19	20
5	*	*	*	47.83	*	*	*	*	*	23	*	*
All Grades	34.73	10.27	24.03	40.72	63.70	51.16	24.55	26.03	24.81	167	146	129

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
K	41.67	30.16	52.17	40.00	50.79	21.74	18.33	19.05	26.09	60	63	23
1	50.00	5.56	11.11	41.67	61.11	66.67	*	33.33	22.22	36	18	9
2	*	42.86	33.33	*	35.71	66.67		21.43	0.00	14	28	3
3	*	*	12.50	*	*	62.50	*	*	25.00	17	*	16
4	*	21.05	20.00	*	36.84	45.00	*	42.11	35.00	17	19	20
5	*	*	*	52.17	*	*	*	*	*	23	*	*
All Grades	38.92	25.34	25.00	43.11	47.95	46.25	17.96	26.71	28.75	167	146	80

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Conclusions based on this data:

1. Overall Language student performance: 34.11% of students for 2020-2021 compared to 15.75% of students for 2018-2019 compared to 41.32% of students for 2017-2018 tested well-developed; 28.68% of students for 2020-2021 compared to 38.36% of students for 2018-2019 compared to 27.54% of students for 2017-2018 tested moderately developed; 18.60% of students for 2020-2021 compared to 28.08% of students for 2018-2019 compared to 14.97% of students for 2017-2018 tested somewhat developed; and, 18.60% of students for 2020-2021 compared to 17.81% of students for 2018-2019 compared to 16.17% of students tested at the beginning level.
2. Domain in which the percentage of students scored the highest in 2020-2021 was in Speaking with 44.88% of students at the well developed level. Domain in which the percentage of students scored the highest in 2018-2019 was in Speaking with 37.67% of students at the well developed level. The domain in 2017-2018 in which students scored at the highest was in the Listening domain with 55.69% of students at the well developed level.
3. Domain in which the percentage of students scored the lowest in 2020-2021 was in Written Language with 23.26% of students at the well developed level. Domain in which the percentage of students scored the lowest in 2018-

2019 was in Reading with 10.27% of students at the well developed level. The domain in 2017-2018 in which students scored at the lowest level was in Written Language with 33.53% of students at the well developed level.

School and Student Performance Data

Student Population

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021.

This section provides information about the school's student population.

2020-21 Student Population			
Total Enrollment	**Socioeconomically Disadvantaged**	**English Learners**	**Foster Youth**
481	**50.9**	**28.5**	**0.4**
This is the total number of students enrolled.	This is the percent of students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	This is the percent of students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	This is the percent of students whose well-being is the responsibility of a court.

2019-20 Enrollment for All Students/Student Group		
Student Group	**Total**	**Percentage**
English Learners	137	28.5
Foster Youth	2	0.4
Homeless		
Socioeconomically Disadvantaged	245	50.9
Students with Disabilities	61	12.7

Enrollment by Race/Ethnicity		
Student Group	**Total**	**Percentage**
African American	12	2.5
American Indian or Alaska Native	5	1.0
Asian	142	29.5
Filipino	52	10.8
Hispanic	226	47.0
Two or More Races	21	4.4
Native Hawaiian or Pacific Islander		
White	23	4.8

Conclusions based on this data:

1. At McCollam, Hispanic and Asian Student Groups make up the largest percentage of students with 47.0% or 226 students and 29.5% or 142 students.

2. For the 2020-2021 school year, 137 English Learners or 28.5% of the student population at McCollam.

3. For the 2020-2021 school year, 245 Socioeconomically Disadvantaged students at McCollam or 50.9% of the student population at McCollam.

School and Student Performance Data

Overall Performance

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

2019 Fall Dashboard Overall Performance for All Students

Academic Performance	Academic Engagement	Conditions & Climate
English Language Arts Green	**Chronic Absenteeism** Green	**Suspension Rate** Blue
Mathematics Green		

Conclusions based on this data:

1. Suspension rate at McCollam - very low with 0.2% of students being suspended at least once.
2. Chronic Absenteeism rate with 8.5% of students identified as chronically absent. This is a decrease of 3.3%.
3. Academic performance in language arts identified at 15.6 points above standard, academic performance in mathematics identified at 1.1 points below standard.

School and Student Performance Data

Academic Performance
English Language Arts

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Lowest Performance Red Orange Yellow Green Blue Highest Performance

This section provides number of student groups in each color.

2019 Fall Dashboard English Language Arts Equity Report				
Red	Orange	Yellow	Green	Blue
0	1	1	2	1

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard English Language Arts Performance for All Students/Student Group

All Students	English Learners	Foster Youth
Green	Green	No Performance Color
15.6 points above standard	2.4 points below standard	0 Students
Increased ++14.4 points	Increased ++13.7 points	
201	97	

Homeless	Socioeconomically Disadvantaged	Students with Disabilities
No Performance Color	Green	Orange
0 Students	1.4 points below standard	73.2 points below standard
	Increased ++10.8 points	Increased Significantly ++25.2 points
	130	45

2019 Fall Dashboard English Language Arts Performance by Race/Ethnicity			
African American	**American Indian**	**Asian**	**Filipino**
No Performance Color	No Performance Color	Blue	No Performance Color
Less than 11 Students - Data Not Displayed for Privacy	Less than 11 Students - Data Not Displayed for Privacy	55.4 points above standard	33.8 points above standard
4	1	Increased Significantly ++15.4 points	Maintained ++0.7 points
		57	12
Hispanic	**Two or More Races**	**Pacific Islander**	**White**
Yellow	No Performance Color	No Performance Color	No Performance Color
5.6 points below standard	Less than 11 Students - Data Not Displayed for Privacy	Less than 11 Students - Data Not Displayed for Privacy	10.8 points above standard
Increased Significantly ++10.5 points	6	2	12
106			

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard English Language Arts Data Comparisons for English Learners		
Current English Learner	**Reclassified English Learners**	**English Only**
85.8 points below standard	34.9 points above standard	20 points above standard
Increased Significantly ++44.9 points	Maintained ++0.9 points	Increased ++5 points
30	67	90

Conclusions based on this data:

1. Overall student performance on SBAC ELA portion is 15.6 points above grade level standards.
2. Achievement gap between Asian and Hispanic groups, with Asian students 55.4 points above grade level standards, while Hispanic students 5.6 points below standards.
3. English Learners scored 2.4 points below grade level standards. Socioeconomically disadvantaged students scored 1.4 points below grade level standards. Students with disabilities scored 73.2 points below standard.

School and Student Performance Data

Academic Performance
Mathematics

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Lowest Performance Red Orange Yellow Green Blue Highest Performance

This section provides number of student groups in each color.

2019 Fall Dashboard Mathematics Equity Report

Red	Orange	Yellow	Green	Blue
0	0	3	1	1

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard Mathematics Performance for All Students/Student Group

All Students	English Learners	Foster Youth
Green	Green	
1.1 points below standard	17 points below standard	
Increased ++5.3 points	Increased ++4.3 points	
201	97	

Homeless	Socioeconomically Disadvantaged	Students with Disabilities
	Yellow	Yellow
	22.3 points below standard	74 points below standard
	Maintained -1.6 points	Increased Significantly ++23.0 points
	130	45

2019 Fall Dashboard Mathematics Performance by Race/Ethnicity			
African American	**American Indian**	**Asian**	**Filipino**
No Performance Color	No Performance Color	Blue	No Performance Color
Less than 11 Students - Data Not Displayed for Privacy	Less than 11 Students - Data Not Displayed for Privacy	52.8 points above standard	9.2 points above standard
4	1	Increased ++8.1 points	Declined Significantly -18.1 points
		57	12
Hispanic	**Two or More Races**	**Pacific Islander**	**White**
Yellow	No Performance Color	No Performance Color	No Performance Color
32.3 points below standard	Less than 11 Students - Data Not Displayed for Privacy	Less than 11 Students - Data Not Displayed for Privacy	0.3 points below standard
Increased ++6.9 points	6	2	12
106			

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard Mathematics Data Comparisons for English Learners		
Current English Learner	**Reclassified English Learners**	**English Only**
100.9 points below standard	20.5 points above standard	4.5 points above standard
Increased Significantly ++10.4 points	Maintained -1.4 points	Declined -3.4 points
30	67	90

Conclusions based on this data:

1. Overall student performance on SBAC Mathematics portion is 1.1 points below grade level standards.
2. Achievement gap between Asian and Hispanic groups, with Asian students 52.8 points above grade level standards, while Hispanic students 32.3 points below standards.
3. English Learners scored 17.0 points below grade level standards. Socioeconomically disadvantaged students scored 22.3 points below grade level standards. Students with Disabilities scored 74.0 points below grade level.

School and Student Performance Data

Academic Performance
English Learner Progress

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

This section provides a view of the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

2019 Fall Dashboard English Learner Progress Indicator

English Learner Progress
No Performance Color
50 making progress towards English language proficiency
Number of EL Students: 70
Performance Level: Medium

This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

2019 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
12.8	37.1	4.2	45.7

Conclusions based on this data:

1. 4.2% of students who took the ELPAC maintained ELPI level 4.
2. 37.1% of students who took the ELPAC maintained one of the following ELPI levels: Level 1, 2L, 2H, 3L, or 3H.
3. 45.7% of students who took the ELPAC progressed at least one ELPI level.

School and Student Performance Data

Academic Performance
College/Career Measures Only Report

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021.

Number and Percentage of Students in the Combined Graduation Rate and/or Dashboard Alternative School Status (DASS) Graduation Rate by Student Group		
Student Group	**Cohort Totals**	**Cohort Percent**
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

Advanced Placement Exams – Number and Percentage of Four-Year Graduation Rate Cohort Students		
Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the four-year graduation rate cohort by student group who scored 3 or higher on at least two Advanced Placement exams.

International Baccalaureate Exams – Number and Percentage of Four-Year Graduation Rate Cohort		
Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the four-year graduation rate cohort by student group who scored 4 or higher on at least two International Baccalaureate Exams.

Completed at Least One Career Technical Education (CTE) Pathway – Number and Percentage of All Students		
Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course.

Completed a-g Requirements – Number and Percentage of All Students		
Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who met the University of California (UC) or California State University (CSU) a-g criteria with a grade of C or better (or Pass).

Completed a-g Requirements AND at Least One CTE Pathway – Number and Percentage of All Students		
Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who met the UC or CSU a-g criteria with a grade of C or better (or Pass) AND completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course.

Completed College Credit Courses – Number and Percentage of All Student Students Completing One Semester, Two Quarters, or Two Trimesters of College Credit Courses		
Student Group	Number of Students	Percent of Students
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed Academic or CTE subject college credit courses with a grade of C- or better (or Pass).

Completed College Credit Courses – Number and Percentage of All Student Students Completing Two Semesters, Three Quarters, or Three Trimesters of College Credit Courses		
Student Group	**Number of Students**	**Percent of Students**
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed Academic or CTE subject college credit courses with a grade of C- or better (or Pass).

Earned the State Seal of Biliteracy – Number and Percentage of All Students		
Student Group	**Cohort Totals**	**Cohort Percent**
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who earned the State Seal of Biliteracy.

Conclusions based on this data:

1.

School and Student Performance Data

Academic Engagement
Chronic Absenteeism

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Lowest Performance — Red — Orange — Yellow — Green — Blue — Highest Performance

This section provides number of student groups in each color.

2019 Fall Dashboard Chronic Absenteeism Equity Report

Red	Orange	Yellow	Green	Blue
0	0	3	2	2

This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2019 Fall Dashboard Chronic Absenteeism for All Students/Student Group

All Students	English Learners	Foster Youth
Green	Green	No Performance Color
8.5	9.5	Less than 11 Students - Data Not Displayed for Privacy
Declined Significantly -3.3	Declined Significantly -3	1
551	199	

Homeless	Socioeconomically Disadvantaged	Students with Disabilities
No Performance Color	Yellow	Green
Less than 11 Students - Data Not Displayed for Privacy	10.8	6.3
0	Declined Significantly -4.4	Declined -14.6
	325	63

2019 Fall Dashboard Chronic Absenteeism by Race/Ethnicity			
African American	**American Indian**	**Asian**	**Filipino**
No Performance Color	No Performance Color	Blue	Blue
Less than 11 Students - Data Not Displayed for Privacy	Less than 11 Students - Data Not Displayed for Privacy	2.9	2.4
8	4	Declined Significantly -3.9	Declined -6.2
		173	42
Hispanic	**Two or More Races**	**Pacific Islander**	**White**
Yellow	No Performance Color	No Performance Color	Yellow
13	5.9	Less than 11 Students - Data Not Displayed for Privacy	11.1
Declined -0.5	Declined -9.1	2	Declined -7.1
269	17		36

Conclusions based on this data:

1. 8.5% of students fell into the chronically absent category. This decreased by 3.3%. Students are considered chronically absent when they are absent 10 percent or more of the instructional days they were enrolled.
2. Socioeconomically Disadvantaged have been identified as the highest student group with students considered chronically absent at 10.8%. This decreased by 4.4%.
3. English learners had an identified chronically absent rate of 9.5% among identified students. This decreased by 3.0%.

School and Student Performance Data

Academic Engagement
Graduation Rate Additional Report

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021.

2021 Graduation Rate by Student Group				
Student Group	**Number of Students in the Graduation Rate**	**Number of Graduates**	**Number of Fifth Year Graduates**	**Graduation Rate**
All Students				
English Learners				
Foster Youth				
Homeless				
Socioeconomically Disadvantaged				
Students with Disabilities				
African American				
American Indian or Alaska Native				
Asian				
Filipino				
Hispanic				
Native Hawaiian or Pacific Islander				
White				
Two or More Races				

Conclusions based on this data:

1.

School and Student Performance Data

Conditions & Climate
Suspension Rate

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Lowest Performance — Red — Orange — Yellow — Green — Blue — Highest Performance

This section provides number of student groups in each color.

2019 Fall Dashboard Suspension Rate Equity Report

Red	Orange	Yellow	Green	Blue
0	0	0	0	7

This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2019 Fall Dashboard Suspension Rate for All Students/Student Group

All Students	English Learners	Foster Youth
Blue	Blue	No Performance Color
0	0	Less than 11 Students - Data Not
Maintained -0.2	Declined -0.5	1
571	205	

Homeless	Socioeconomically Disadvantaged	Students with Disabilities
	Blue	Blue
	0	0
	Declined -0.3	Declined -1.6
	341	64

2019 Fall Dashboard Suspension Rate by Race/Ethnicity			
African American	**American Indian**	**Asian**	**Filipino**
No Performance Color	No Performance Color	Blue	Blue
Less than 11 Students - Data	Less than 11 Students - Data	0	0
8	4	Maintained 0	Maintained 0
		177	42
Hispanic	**Two or More Races**	**Pacific Islander**	**White**
Blue	No Performance Color	No Performance Color	Blue
0	0	Less than 11 Students - Data	0
Declined -0.4	Maintained 0	2	Maintained 0
284	17		37

This section provides a view of the percentage of students who were suspended.

2019 Fall Dashboard Suspension Rate by Year		
2017	**2018**	**2019**
	0.2	0

Conclusions based on this data:

1. Student suspension rate was low with .2% of the student population being suspended at least once.
2. Suspension rate for students with disabilities was identified at 0% declining by 1.6%.
3. Suspension rate for English Learning students was identified at 0% declining by .5%.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

Provide all students with a rigorous, challenging, and innovative instructional program that prepares them for college-readiness and for excellence in the 21st century.

Goal 1

For the 2022-2023 school year, McCollam elementary student proficiency levels in language arts will improve from 58.0% to 70.0% school-wide; from 33.0% to 70% in the area of reading; from 30.0% to 70.0% for writing; from 23% to 70% in the area of listening; and, from 28% to 70% in the area of research/inquiry. For the 2022-2023 school year, McCollam elementary student proficiency levels in mathematics will improve from 51.0% to 70.0% school-wide; from 37.0% to 70% in the areas of concepts/procedures; from 29.0% to 70% in the area of problem solving & modeling/data analysis; and, from 29% to 70% in the area of communicating reasoning. For the 2022-2023 school year, proficient or advanced students with disabilities in reading/language arts and mathematics will improve from 15.0% to 50.0% in ELA and improve from 18.0% to 50.0% in mathematics as measured on the CAASPP for the 2022-2023 school year. All teachers will be highly qualified and continue to develop their skills.

Identified Need

Academic improvement in the area of language arts and mathematics for all identified groups to include: general student population, English language learning students and students identified with a disability. Academic improvement in Language Arts in identified domains: reading, writing, listening, research/inquiry. Academic improvement in the Mathematics in identified domains: concepts/procedures, problem solving & modeling/data analysis, and communicating reasoning.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
SBAC Assessment results in Language Arts and Mathematics	McCollam elementary student proficiency levels in language arts was 58.0%; while student proficiency in mathematics was at 51%. English Learner student proficiency was at 12%; while, students with disabilities proficiency was at 15% in language arts.	For 2022/2023 Overall, 70% proficiency in language arts 50% proficiency for English Learners and Students with disabilities Overall, 70% proficiency in mathematics 50% proficiency for English Learners and Students with disabilities

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

During staff meetings on-going review of 4 C's, Constructive Response, Close Reading and writing.

At staff meetings, staff participates in activities which support the importance of 4 C's, constructive response, close reading and narrative, informative and argumentative writing in the lesson planning process.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0	

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Provide time during staff/grade level meetings for grade levels to review ELA & Math standards and develop CCSS lesson plans.

Grade level teams will identify standards and develop lessons which support student mastery.

Lessons will incorporate 21st Century learning skills.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0	

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

3. Staff development will be provided to increase teacher skill in the use of the ELA & Math CCSS with the district's reading/writing program.

Identified teachers will provide mini-lessons at staff meetings focused on sharing strategies and techniques to be used to support student mastery of identified ELA & Math Common Core standards.

Identified teachers will be compensated for preparation time. This will be done throughout the school year at regularly scheduled staff meetings.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
2,500.00	Title I 1000-1999: Certificated Personnel Salaries

Strategy/Activity 4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

4. Teachers will implement Writing strategies to address specific writing conventions (narrative, informative and argumentative).

After reviewing writing samples, grade level teams will identify student writing areas which need to be addressed and implement writing techniques and strategies to meet student needs throughout the school year.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0	

Strategy/Activity 5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

5. Teachers will utilize staff development opportunities provided by the District.

TK/Kindergarten through Fifth grade teachers will participate in district sponsored trainings, scheduled throughout the year, with an emphasis on the development of lesson and unit plans which address ELA Common Core standards and 21st Century Learning.

All teachers will have opportunities to participate in District training (i.e., Guided reading, ELD - designated, small group instruction, etc.) in-person and/or virtually.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	LCFF Supplemental/Concentration 1000-1999: Certificated Personnel Salaries

Strategy/Activity 6

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

6. Teachers will participate in staff development opportunities provided by the school site.

Grade level teams will participate in school site GLC trainings, scheduled during the school year, with an emphasis on the development of lesson and unit plans which address ELA & Math Common core standards and 21st Century Learning.

Coordinate substitute teacher coverage of classrooms.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
7,500.00	Title I 1000-1999: Certificated Personnel Salaries

Strategy/Activity 7

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

7. Teachers will collaborate with principal three times during the regularly scheduled periods throughout the year during release time.

Substitute teachers will be brought in to allow regularly scheduled one-on-one meetings between the principal and an identified staff member.

These meetings will focus on the identified ELA & Mathematical academic needs of students.

Teachers will develop a class academic plan at the initial meeting which will be reviewed for progress at subsequent meeting throughout the school year.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
2,000.00	Title I 1000-1999: Certificated Personnel Salaries

Strategy/Activity 8

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

8. Teachers will be supported in the analysis of data, identifying student academic strengths and challenges and create action plans to re-teach and improve instruction, specifically for non-proficient students in identified ELA & Math content areas.

Teachers will regularly analyze test and quiz results, class work and homework.

Teachers will collaborate, create and implement learning plans for non-proficient students focused on identified ELA standard mastery.

Growth targets will be set.

Teachers will assess and monitor student progress and update action plans as needed.

On a weekly basis, grade level teams will collaborate to assess effectiveness of action plan in meeting student needs.

Daily walk-through of classrooms to monitor implementation of plans Extended duty for data collaboration outside of instructional day.

All ongoing throughout school year.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
2,500.00	Title I 1000-1999: Certificated Personnel Salaries

Strategy/Activity 9

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
All Students

Strategy/Activity
9. Host parent workshops focused on the needs of identified students.

Parent workshops will focus on key ELA & Math content areas.

Scheduled workshops to be provided during the school year. Identify grade level teams which will be participating.

Identified grade level teams will design activities/projects parents can work on with their child to support improved academic results.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1,500.00	Title I 1000-1999: Certificated Personnel Salaries
150.00	LCFF Supplemental/Concentration 4000-4999: Books And Supplies

Strategy/Activity 10

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
All Students

Strategy/Activity

10. Implement a peer coaching model focused on ensuring staff mastery in the delivery of lessons which support non-proficient students becoming grade level proficient in identified academic areas.

On-going implementation of peer coaching model.

Collaboration process in which identified participants, based on data results, will identify ELA & Math content areas to be addressed.

Support in the use of Oral Language Development (OLD) strategies will be part of coaching process.

Coordination of substitute teachers to cover identified classrooms.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1,156.00	Title I 1000-1999: Certificated Personnel Salaries
100.00	LCFF Supplemental/Concentration 1000-1999: Certificated Personnel Salaries

Strategy/Activity 11

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

11. Staff will participate in lesson study process with a focus on Oral Language Development (OLD) for all students, especially our English Language Learners (ELLs).

Staff will attend grade level meetings learning/reviewing various OLD strategies (i.e., pair share, anchor charts, sentence stems, etc.) and development of research inquiry.

Staff will implement these techniques in their lessons throughout the instructional day with a focus on their ELL students.

Grade levels will meet on regular basis to discuss how strategies are being used in lessons with fellow teachers.

Peer Coaches model OLD strategies being used in identified lessons.

Discuss in post – conference effectiveness in supporting student learning during lesson.

Walk-through classrooms to monitor ongoing use of strategies and techniques in all classrooms throughout the school year.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
750.00	LCFF Supplemental/Concentration 1000-1999: Certificated Personnel Salaries

Strategy/Activity 12

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
All Students

Strategy/Activity
12. Supplemental materials will be used to support student proficiency in identified ELA & Math content areas.

Purchase supplemental materials to support – daily practice in language arts and mathematics skills.

Journals, paper, and writing instruments to be purchased.

Other supplemental materials will be identified and purchased to support student mastery of ELA standards.

Daily use of Math Masters - ensuring mastery of math facts by students.

Implementation of strategies to support key vocabulary development and test taking strategies in math.

Use of Board Math in identified classrooms.

Journals, paper, writing instruments to be purchased.

Other supplemental materials (i.e., technology, Science materials etc.) will be identified and purchased as necessary.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)

5,000.00	Title I 4000-4999: Books And Supplies
500.00	LCFF Supplemental/Concentration 4000-4999: Books And Supplies

Strategy/Activity 13

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

13. Provide staff with ongoing professional development regarding understanding and daily implementation of the Common Core State Standards in ELA & Math and their impact on teaching and learning.

Provide professional development regarding the understanding and implementation of the Common Core State Standards during classroom instruction throughout school year.

Trainings during staff meetings will focus on ELA & Math common core standards.

Prepare materials for meetings.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0	

Strategy/Activity 14

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

14. Identified teachers engage in a lesson study process identifying ELA & Math standards which need to show academic improvement.

Identified teachers will collaborate regarding which ELA & Math Common Core standards need to be mastered.

Identify what proficiency looks like in the chosen standard.

Identify how to meet academic needs of not only all students but specifically needs of ELLs, Hispanic and Special Ed.

Together draw up an in-depth lesson plan addressing mastery of identified standard.

They will implement peer coaching model concept in which release time is provided to allow identified teachers to visit and watch as identified "master" teacher implements lesson.

Schedule follow-up meeting for teachers to discuss successes and challenges of lesson.

Two to three times during school year.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	Title I 1000-1999: Certificated Personnel Salaries
250.00	Title I 1000-1999: Certificated Personnel Salaries
150.00	LCFF Supplemental/Concentration 1000-1999: Certificated Personnel Salaries

Strategy/Activity 15

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
All Students

Strategy/Activity
15. Staff will provide interventions based on the needs of identified "at-risk" (non-proficient) students during the school day and before/after the school day in identified ELA & Math content areas.

Review of student data to identify students who need additional support.

Create of individual learning plans for identified students. Workshop model implemented in classrooms and/or virtually.

One-on-one, small group instruction between identified students and teacher in classroom and/or virtually.

On-going review of assessment data, throughout the school year, to measure effectiveness of identified interventions in meeting student academic needs.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
9,000.00	Title I 1000-1999: Certificated Personnel Salaries
1,000.00	Title I 4000-4999: Books And Supplies
1,000.00	LCFF Supplemental/Concentration 1000-1999: Certificated Personnel Salaries

Strategy/Activity 16

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
All Students

Strategy/Activity
16. McCollam Leadership Team will meet to share instructional strategies and provide information addressing their grade level's progress in ensuring identified students are becoming grade level proficient in identified ELA & Math content areas.

Leadership team members will be trained on the ROCI process in which they will be responsible for facilitating weekly grade-level collaboration meetings with a focus on the analysis of student performance data, and the creation of action plans based on performance outcomes.

Bi-monthly meetings to review student progress.

Team members will consistently review student data and address identified instructional needs, and take back suggestions from fellow leadership members regarding identified instructional strategies to be implemented by grade level.

At the end of each grading period, team will monitor program implementation and analyze academic performance of grade levels on Local/District Assessment results.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
2,000.00	Title I

	1000-1999: Certificated Personnel Salaries
1,000.00	LCFF Supplemental/Concentration 1000-1999: Certificated Personnel Salaries

Strategy/Activity 17

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

17. Teachers will participate in staff development opportunities provided by the school site and County Office of Education.

Grade Level Teams will participate in trainings regarding adoption of FOSS.

Trainings will be provided to support teachers in strengthening knowledge of NGSS, integration of science, investigations and environmental literacy.

Trainings will be provided to support staff knowledge regarding Environmental Justice.

Coordinate substitute teacher coverage of classrooms.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1,000.00	Title I 4000-4999: Books And Supplies
5,500.00	Title I 5800: Professional/Consulting Services And Operating Expenditures
1,000.00	Title I 1000-1999: Certificated Personnel Salaries

Strategy/Activity 18

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

18. Teachers will utilize teaching and learning practices which increase academic proficiency of all students.

Identified teachers will: Provide direct, explicit instruction followed by guided and independent practice.

Use SBE adopted Language Arts & Mathematics materials. Check for understanding, modifying and adjusting lessons as necessary. Scaffold techniques and cooperative learning activities.

Differentiate instruction and curriculum based on student need.

Provide interventions and support. Make explicit reference to standards and objectives both orally and written.

Provide frequent verbal and non-verbal responses throughout the lesson.

Use a variety of instructional groupings based on student need throughout the lesson.

Use and explain academic language throughout a lesson.

Re-teach concepts. Set learning goals and objectives to strengthen student learning.

Test, assess and monitor student progress on an on-going basis.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0	

Strategy/Activity 19

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
All Students

Strategy/Activity
19. Staff and students will have access to technology (i.e., computers, printers, document cameras, software programs, etc.) to support student language arts and mathematics proficiency levels.

Inventory classrooms for current technology needs.

Have technology liaison with identified staff identify needed technology items (i.e., computers, printers, software programs, etc.) to promote language arts achievement rates.

Purchase technology items as needed for identified classrooms to support opportunity and promote equal access for students.

Provide additional training to staff on effective implementation and integration of on-line language arts and mathematical supplemental programs during school day.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1,000.00	Title I 4000-4999: Books And Supplies
1,500.00	Title I 4000-4999: Books And Supplies
720.00	LCFF Supplemental/Concentration 4000-4999: Books And Supplies
1000.00	Title I 1000-1999: Certificated Personnel Salaries

Strategy/Activity 20

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

20. Teachers will have opportunity to participate in workshops to learn strategies and techniques to support language arts & mathematics program.

Identified teachers will participate in trainings to support language arts program.

Identified teachers will train staff on techniques and strategies learned at workshops.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)

2,000.00	Title I 5000-5999: Services And Other Operating Expenditures

Annual Review

SPSA Year Reviewed: 2021-22

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

During the 2021-2022 school year, the school identified various instructional practices to better meet student academic needs, to include: Balanced literacy, small group leveled reading instruction. Grade level collaboration meetings focused on analyzing student data and using to develop lessons to better meet student needs.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Throughout the year, funds were allocated to support the identified instructional practices. For the most part, funds satisfactorily met the intended expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

More training for staff to support guided reading, analysis of student data and project based learning. Provide more targeted interventions for identified students in and outside of the classroom.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

English Learners will have the required skills to reach grade level standards/proficiency.

Goal 2

To support our limited English proficient students becoming proficient or advanced in language arts and mathematics, we will increase from 12% to 50% in ELA and 9% to 50% in Mathematics as measured by the SBAC.

Identified Need

Academic improvement needs to increase for English Language learning students in both Language Arts and Mathematics.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
SBAC Assessment results in Language Arts and Mathematics	English Learner proficiency on SBAC was at 12% in Language Arts and 9% in mathematics	Increase from 12% to 50% in ELA and 9% to 50% in Mathematics as measured by the SBAC.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Language Learners

Strategy/Activity

1. Staff will participate in lesson study process with a focus on Oral Language Development (OLD) for all students, especially our English Language Learners (ELLs).

Staff will attend grade level training during school day learning various OLD strategies (i.e., pair share, anchor charts, sentence stems, etc.).

Staff will implement these techniques in their lessons throughout the instructional day with a focus on their ELL students.

Staff members will identify case study student and define instructional strategies to be used to support student.

Grade levels will meet regularly to discuss strategies being used in lessons. Peer Coaches model OLD strategies being used in identified lessons.

Discuss in post – conference effectiveness in supporting student learning during lesson. Walk-through classrooms to monitor ongoing use of strategies and techniques in all classrooms throughout the school year.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0	

Strategy/Activity 2

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
English Language Learners

Strategy/Activity
2. Identified Staff Members will participate in professional development focused on English Learners during 2022-2023 school year.

Identified staff members will review materials, prepare lessons, plan, implement process and begin training staff on the program.

Identified staff members will engage in collaborative planning (on-campus and/or virtually) that identifies the standards, ELD standards (alignment to ELA), SBAC item specs, tasks and formative assessments to measure student growth.

Identified staff members will understand proficiency levels of EL students, using ELPAC identified domains (i.e., listening, speaking, reading, writing) to better support identified students.

Identified staff members will understand the ELD standards by unpacking the ELPAC task types and reflect on classroom instructional opportunities.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
750.00	LCFF Supplemental/Concentration 1000-1999: Certificated Personnel Salaries

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Language Learners

Strategy/Activity

3. Targeted Instruction will be provided to support all learners and in particular the learning needs of English Language Learning students. ELD is provided as its own content area.

On-going implementation of Benchmark Advanced ELD Program in which: Oral Language Development strategies are used on a regular basis.

Teachers will group students to differentiate instruction.

Teachers will make explicit reference to standards and objectives both orally and written.

Teachers will check for understanding, modifying and adjusting lessons as necessary.

SDAIE techniques are used on a regular basis.

Teachers will provide frequent verbal and non-verbal responses throughout the lesson.

Teachers will use and explain academic language throughout a lesson.

Teachers will explain and check for mastery of lesson objective.

Teachers will re-teach concepts not mastered.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1000.00	Title I 1000-1999: Certificated Personnel Salaries

Strategy/Activity 4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Language Learners

Strategy/Activity

4. Teachers will develop lesson plans which support language acquisition and content proficiency for identified students.

At grade level meetings (on-campus or virtually), teachers will collaborate and identify strategies and techniques to use in the support of language acquisition.

Teachers will implement identified strategies and monitor effectiveness in supporting language acquisition for identified students.

Extended duty for participants who exceed the 60 minute planning time while developing lessons.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	Title I 1000-1999: Certificated Personnel Salaries

Strategy/Activity 5

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
English Language Learners

Strategy/Activity
5. Staff will provide interventions (on-campus and/or virtually) based on the needs of identified "at-risk" (non-proficient) ELL students during the school day and before/after the school day in identified ELA content areas.

Review of student data to identify students who need additional support.

Create individual learning plans for identified students.

Workshop model implemented in classrooms.

One-on-one, small group instruction between identified students and teacher.

On-going review of assessment data to measure effectiveness of identified interventions in meeting student academic needs, throughout the school year.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1,500.00	LCFF Supplemental/Concentration 1000-1999: Certificated Personnel Salaries

2,250.00	Title I 1000-1999: Certificated Personnel Salaries

Strategy/Activity 6

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
English Language Learners

Strategy/Activity
6. Teachers will be supported in the analysis of data, identifying student academic strengths and challenges and create action plans to re-teach and improve instruction, specifically for non-proficient ELL students in language arts and mathematics.

Teachers will regularly analyze test and quiz results, class work and homework.

Teachers will create and implement learning plans for non-proficient students focused on identified ELA and math standard mastery.

Teachers will assess and monitor student progress and update action plans as needed.

On a weekly basis, grade level teams will collaborate to assess effectiveness of action plan in meeting student needs.

Daily walk-through to monitor implementation of plans.

Extended duty for data collaboration outside of instructional day.

All strategies/activities ongoing throughout school year.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	LCFF Supplemental/Concentration 1000-1999: Certificated Personnel Salaries

Strategy/Activity 7

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
English Language Learners

Strategy/Activity
7. Walk-through classrooms will be conducted to monitor ELD instruction and assess evidence of the following:

Pre-teaching

Front – loading vocabulary

Reviewing key content concepts

Providing wait time

Clear explanation of academic tasks

Think-Pair-Share

Student-to-student interaction

Effective Feedback provided

Non-Linguistic Representation

Graphic Organizers

Charts

Realia

Photos

Key Vocabulary taught and Language Structures used

Checking for Understanding

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0	

Strategy/Activity 8

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

English Language Learners

Strategy/Activity

16. Staff and students will have access to technology (i.e., computers, printers, document cameras, software programs, etc.) to support student language proficiency levels.

Inventory classrooms for current technology needs.

Have technology liaison with identified staff identify needed technology items (i.e., computers, printers, software programs, etc.) to promote mathematics achievement rates.

Purchase technology items as needed for identified classrooms to promote equal educational access for students.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1,500.00	LCFF Supplemental/Concentration 4000-4999: Books And Supplies
500.00	LCFF Supplemental/Concentration 4000-4999: Books And Supplies

Annual Review

SPSA Year Reviewed: 2021-22

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Throughout the year implementation of ELD Program in which: Oral Language Development strategies were used on a regular basis. Teachers grouped students to differentiate instruction. Staff integrated OLD strategies (i.e., pair share, anchor charts, sentence stems, etc.). Staff implemented these techniques in their lessons throughout the instructional day with a focus on their ELL students.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Throughout the year, funds have been allocated to support the identified instructional practices. For the most part, funds satisfactorily met the intended expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

More training for staff to support ELL instructional practices. Provide more professional development on how to better meet academic needs of our ELL students. Provide more targeted interventions for ELL identified students in and outside of the classroom. Staff will work to better understand how to implement small group reading instruction tailored to reading levels and ELL needs.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

Provide all students and families a safe, welcoming, and caring environment conducive to learning.

Goal 3

All McCollam students will be educated in a learning environment which is safe, nurturing, supportive and conducive to learning.
The number of office referrals for student discipline will be reduced by 10%, the number of student excessive tardies will be reduced by 25%, and average daily attendance will increase to 98%. The academic and behavioral systems in place at McCollam will benefit 100% of our students.

Identified Need

Identified needs including the need to reduce student discipline referrals by 10%; reduce excessive tardies by 25%; and, to increase daily average attendance to 98%.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
PBIS binder - collection of discipline referrals, eSchool identifying number of tardies and attendance rates.	Prior year: 45 Office referrals; 96% average attendance; and, 20 tardies on a daily basis	Reduce Office referral by 10% from 45 to 40; reduce tardies by 25% from 20 to 15; increase average attendance by 2% from 96% - 98%.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
All students

Strategy/Activity
1. Promote a positive culture in the classroom and throughout the school.

Identified teachers participate in PBIS trainings.

Professional development is provided to staff regarding PBIS model.

Administer positive Behavior Support Survey to staff.

Identify common school-wide and classroom behavior expectations.

Develop with school psychologist Positive Behavior Intervention Support referral for staff use.

Implement PBIS model in classrooms and throughout school.

Monitor number of behavior referrals to Office.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
7,500.00	LCFF Supplemental/Concentration 1000-1999: Certificated Personnel Salaries

Strategy/Activity 2

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
All students

Strategy/Activity
2. Incorporate strategies throughout the school to support students and promote community.

Implement Minute to win it rallies, Awards assemblies, Student of the Week, Bully prevention, etc.

Schedule "Tigers on the Move" Assemblies which identify proficient/advanced student in Language Arts and Mathematics.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	LCFF Supplemental/Concentration 1000-1999: Certificated Personnel Salaries

Strategy/Activity 3

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
All students

Strategy/Activity
3. Provide staff training and conduct safety drills.

Staff training will be provided and drills will be conducted and evaluated for fire, earthquake and intruder safety.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0	

Strategy/Activity 4

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
All students

Strategy/Activity
4. Implement student program during recess, lunch time and before school which promotes positive student behavior.

Contract with Think Together for 2022-2023 school year.

Set schedule with Think Together coach.

Ensure classrooms are participating in program.

Ensure recess time is being used to promote citizenship and sportsmanship.

Monitor number of referrals to Office.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1,000.00	LCFF Supplemental/Concentration 5800: Professional/Consulting Services And Operating Expenditures
7,000.00	Title I 5800: Professional/Consulting Services And Operating Expenditures

Strategy/Activity 5

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

5. Improve student daily attendance.

Identify classrooms with best attendance for week.

Acknowledge identified classrooms in bulletin and over intercom.

Identified classrooms are the first in lunch line all week.

Receive "McCollam Tiger" statue for classroom.

Monitor attendance throughout the year.

Acknowledge perfect attendance students at school-wide assemblies throughout the school year.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0	

Strategy/Activity 6

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

6. Provide opportunities for parents and community members to contribute to our student's well-being.

Implement beautification events that allow parents and the community to work on projects that improve the learning environment of the school.

Through meetings, newsletter, etc. encourage parents to volunteer in a variety of ways (in the classroom/outside of the classroom).

Encourage parent/community participation on SSC/ELAC/PTA through agenda items of interest to the community.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1,121.00	Title I 4000-4999: Books And Supplies

Strategy/Activity 7

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
All students

Strategy/Activity
7. Implement and review School Safety Plan.

Update Safety Plan with input from staff, parents and SSC.

Ensure school safety plan is in place following state and district mandates.

Review and re-review contents of plan with school staff to reinforce the skills necessary for student and staff safety.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0	

Strategy/Activity 8

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
All students

Strategy/Activity
8. Acknowledge Students for Good Behavior.

Recognize students on a monthly basis for good behavior through our "Caught Being Good" activities.

Recognize students who follow classroom and playground rules on a consistent basis at quarterly "Go for the Gold" assemblies.

Each classroom chooses a student on a weekly basis who excels as a good citizen and scholar to be their "Student of the Week".

Names of the students are printed in the weekly newsletter and sent home.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0	

Strategy/Activity 9

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

9. Review school rules and student behavior expectations.

Review student behavior expectations with staff prior to beginning of school year.

Based on feedback, revise as needed.

Behavior expectations are reviewed with students then sent home for parents to review and endorse.

Throughout school year, monitor student behavior in and out of classroom to ensure a safe, respectful and responsible environment.

Review progress throughout school year.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0	

Strategy/Activity 10

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

10. Establish relationships with community organizations which support the learning environment at McCollam.

Schedule visits from San Jose Assistance League to provide school uniforms to students.

Schedule visits with City of San Jose Traffic Division representatives to monitor traffic safety before and after school.

Ensure safe passage for students and parents to and from school in the morning.

Schedule visits with Foothill Community Health Center to inform staff of mental health services that the organization offers for students and their families.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0	

Annual Review

SPSA Year Reviewed: 2021-22

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Identified teachers participated in various training to support social/emotional growth of students. Professional development was provided to staff regarding student engagement and developing student emotional competence. Based on survey results, Staff reported student behavior in class as being less disruptive and more respectful towards the teacher and fellow classmates. Staff was trained on drill procedures which were conducted for fire, earthquake and intruder safety.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Throughout the year, funds were allocated to support a safe, welcoming, and caring environment conducive to learning at McCollam. Funds satisfactorily met the intended expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

More training for staff regarding the implementation of a physically and emotionally safe and respectful classroom environment. More work with staff to promote an engaging learning environment which students want to be in. Staff will update and implement common school-wide and classroom behavior expectations. Also, more training with students in their understanding of how to promote a safe, and respectful school environment.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

Engage Stakeholders in a meaningful way that promotes a positive learning, working and community environment that is geared toward student achievement.

Goal 4

Provide meaningful opportunities in the classroom and the school for McCollam parents to support a positive learning environment focused on student achievement during the 2022-2023 school year.

Identified Need

Promote a positive learning, working and community environment that is geared toward student achievement.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Panorama Data	94% family members responded that the school climate supports academic learning.	Increase % of family members who feel that the school climate supports academic learning from 94% to 98%.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

1. Provide parent workshops to support volunteering opportunities in the classroom.

Provide parent workshops (on-campus and/or virtually) in which parenting strategies are combined with Common Core activities. The goal is for parents to have tools to better support their child's growth and learning.

Literacy and mathematics materials and games used to teach parents how to support children through CCSS aligned enrichment activities.

Parents trained to support student activities in the classroom, and trained to support distance learning (i.e., familiarity with Google Classroom, SeeSaw and Class DoJo, etc.).

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	LCFF Supplemental/Concentration 4000-4999: Books And Supplies

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Support growth of PTO at McCollam which has regularly scheduled meetings focused on fund raising, and parent involvement events:

Read Across America: filled with - reading activities and fun learning activities which involved many students and parents.

International Night: Parents, students and community learn about different countries and cultures; samples food.

Beautification events: Schedule beautification events to support the participation of parents and staff members (i.e., cleaning windows, raking leaves, planning plants, painting the blacktop, etc.).

Movie Nights: Host Movie nights for the community.

Parent/ Student Dance: Parent/Student dances during the school year.

Book Fair - scheduled two times during school year.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0	

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Promote and provide schoolwide events to support parent participation. For example:

STEAM Night: School wide event in which parents participate with students on hands-on Science based activities

Literacy Night: Reading event for parents and students to to read together, on campus and virtually.

Math Night: Parents and students work together on various mathematical activities on campus and virtually.

Fall Festival: Parents participate, help with activities (i.e., various games, pumpkin walk, etc.) for the students during Halloween.

Gingerbread Night: School wide event in December in which students and their families work together to build their special gingerbread house.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	LCFF Supplemental/Concentration

Strategy/Activity 4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

4. Parents will be encouraged to serve on various committees focused on school improvement. For example:

SSC: Monthly meetings covering such topics as the school budget, development and implementation of our School Plan, curriculum issues and parent involvement..

ELAC: Monthly meetings focused on academic needs of EL students.

SPARC: Monthly meetings on district level focused on District wide and school wide events and needs.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
250.00	LCFF Supplemental/Concentration 4000-4999: Books And Supplies

Strategy/Activity 5

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

5. Parent meetings with principal to discuss topics of interest.

Parent Coffees: Scheduled meetings in which the principal meets with parents to review issues and concerns, and topics of interest for the community. Items covered have included Fastbridge, SBAC testing, language arts, math activities to use at home with students, etc.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	LCFF Supplemental/Concentration 4000-4999: Books And Supplies

Strategy/Activity 6

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

6. Provide English language classes for parents.

Weekly English classes for identified parents. Classes will support access to language and conversation.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)

0

Strategy/Activity 7

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

7. Promote and provide opportunities for Parents and Community Members to Contribute to Our Students' well-being:

Implement beautification events that allow parents and the community to work on projects that improve the learning environment of the school.

Through meetings, newsletter, etc. encourage parents to volunteer in a variety of ways (in the classroom/outside of the classroom).

Encourage parent/community participation on SSC/ELAC/PTO, through agenda items of interest to the community.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0	

Strategy/Activity 8

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

8. Establish Relationships with Community Organizations which Support the Learning Environment at McCollam

Scheduled visits from San Jose Assistance League to provide school uniforms to students.

Scheduled visits with San Jose Traffic Division representatives to monitor traffic safety before and after school.

Scheduled visits with Foothill Community Health Center to inform staff of mental health services that the organization offers for students and their families.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0	

Strategy/Activity 9

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

9. Promote STEAM Activities at the school site.

STEAM activities aligned with classroom instruction that encourage parent/student collaboration.

STEAM Night/STEAM Fair: Parents attend meetings, help to set up rooms, judge, etc.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
250.00	LCFF Supplemental/Concentration 4000-4999: Books And Supplies

Strategy/Activity 10

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

10. Promote PBL learning activities at school site.

Project Based Learning activities aligned with classroom instruction that encourage parent/student collaboration.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	LCFF Supplemental/Concentration 4000-4999: Books And Supplies

Strategy/Activity 11

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
All Students

Strategy/Activity
11. School wide Awards Assembly to promote academics and citizenship.

Acknowledge students during school year and also at Night time event.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
200.00	LCFF Supplemental/Concentration 4000-4999: Books And Supplies

Strategy/Activity 12

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
All Students

Strategy/Activity
12. Upgrade cafeteria stage to support school-wide and nighttime events.

Repaint, clean and upgrade stage for school-wide events.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	LCFF Supplemental/Concentration 4000-4999: Books And Supplies

Annual Review

SPSA Year Reviewed: 2021-22

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Previous year, meetings with parents in which the principal reviewed issues and concerns, and topics of interest for the community. Items covered included Local & District Level Assessments, SBAC testing, language arts, math activities to use at home with students, etc.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Funds satisfactorily met the intended expenditures. Funding of identified strategies supported parent participation and meaningful engagement at McCollam.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Increase opportunities for parents to participate in schoolwide events (on campus and/or virtually) focused on Science, Literacy, Math and other academic areas. More of an emphasis on supporting parents to volunteer both in the classroom and virtually, and participating in understanding and supporting academic program at McCollam.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

Goal 5

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

Strategy/Activity

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

Goal 6

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

Strategy/Activity

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

Goal 7

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

Strategy/Activity

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

Goal 8

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

Strategy/Activity

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	$
Total Federal Funds Provided to the School from the LEA for CSI	$
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	$81,597.00

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation ($)
Title I	$59,777.00

Subtotal of additional federal funds included for this school: $59,777.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation ($)
	$0.00
LCFF Supplemental/Concentration	$21,820.00

Subtotal of state or local funds included for this school: $21,820.00

Total of federal, state, and/or local funds for this school: $81,597.00

Total Allocations by Funding Source

Total Allocations by Funding Source		
Funding Source	**Allocation**	**Balance (Allocations-Expenditures)**
Title I	59,777	0.00
LCFF Supplemental/Concentration	21,820	0.00

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

1 School Principal

3 Classroom Teachers

1 Other School Staff

5 Parent or Community Members

Name of Members	Role
Pablo Fiene	Principal
Sudha Chundi	Parent or Community Member
Mary Fuchs	Classroom Teacher
Jonathan Tran	Classroom Teacher
Ashley Phillips	Parent or Community Member
Sherry Faphimai	Parent or Community Member
Julie Ueno Le	Parent or Community Member
Mindy Hoskins	Classroom Teacher
Raquel Lamas	Parent or Community Member
Chhaya Toum	Other School Staff

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

Signature	Committee or Advisory Group Name
	English Learner Advisory Committee

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on May 23, 2022.

Attested:

Principal, Pablo Fiene on May 23, 2022

SSC Chairperson, Julie Ueno on May 23, 2022

Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California's ESSA State Plan supports the state's approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with EC 65001, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

For questions related to specific sections of the template, please see instructions below:

Instructions: Linked Table of Contents

The SPSA template meets the requirements of schoolwide planning (SWP). Each section also contains a notation of how to meet CSI, TSI, or ATSI requirements.

Stakeholder Involvement

Goals, Strategies, & Proposed Expenditures

Planned Strategies/Activities

Annual Review and Update

Budget Summary

Appendix A: Plan Requirements for Title I Schoolwide Programs

Appendix B: Plan Requirements for Schools to Meet Federal School Improvement Planning Requirements

Appendix C: Select State and Federal Programs

For additional questions or technical assistance related to LEA and school planning, please contact the Local Agency Systems Support Office, at LCFF@cde.ca.gov.

For programmatic or policy questions regarding Title I schoolwide planning, please contact the local educational agency, or the CDE's Title I Policy and Program Guidance Office at TITLEI@cde.ca.gov.

For questions or technical assistance related to meeting federal school improvement planning requirements (for CSI, TSI, and ATSI), please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Purpose and Description

Schools identified for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI) must respond to the following prompts. A school that has not been identified for CSI, TSI, or ATSI may delete the Purpose and Description prompts.

Purpose

Briefly describe the purpose of this plan by selecting from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Description

Briefly describe the school's plan for effectively meeting ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

Stakeholder Involvement

Meaningful involvement of parents, students, and other stakeholders is critical to the development of the SPSA and the budget process. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, student advisory groups, tribes and tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

[This section meets the requirements for TSI and ATSI.]

[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]

Resource Inequities

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA- and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]

Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is **S**pecific, **M**easurable, **A**chievable, **R**ealistic, and **T**ime-bound. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the "Goal #" for ease of reference.

[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]

Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

[Completing this section fully addresses all relevant federal planning requirements]

Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific student groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

[When completing this section for CSI the school must include school-level metrics related to the metrics that led to the school's identification.]

[When completing this section for TSI/ATSI the school must include metrics related to the specific student group(s) that led to the school's identification.]

Strategies/Activities

Describe the strategies and activities being provided to meet the described goal. A school may number the strategy/activity using the "Strategy/Activity #" for ease of reference.

Planned strategies/activities address the findings of the needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the local educational agency's budgeting, its local control and accountability plan, and school-level budgeting, if applicable.

[When completing this section for CSI, TSI, and ATSI, this plan shall include evidence-based interventions and align to the goals, actions, and services in the LEA LCAP.]

[When completing this section for CSI and ATSI, this plan shall address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.]

Students to be Served by this Strategy/Activity

Indicate in this box which students will benefit from the strategies/activities by indicating "All Students" or listing one or more specific student group(s) to be served.

[This section meets the requirements for CSI.]

[When completing this section for TSI and ATSI, at a minimum, the student groups to be served shall include the student groups that are consistently underperforming, for which the school received the TSI or ATSI designation. For TSI, a school may focus on all students or the student group(s) that led to identification based on the evidence-based interventions selected.]

Proposed Expenditures for this Strategy/Activity

For each strategy/activity, list the amount(s) and funding source(s) for the proposed expenditures for the school year to implement these strategies/activities. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA's budgeting, its LCAP, and school-level budgeting, if applicable.

[This section meets the requirements for CSI, TSI, and ATSI.]

[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Annual Review

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/ or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.

- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]

Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.
From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.

Budget Summary

A school receiving funds allocated through the ConApp should complete the Budget Summary as follows:

- Total Funds Provided to the School Through the Consolidated Application: This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.

- Total Funds Budgeted for Strategies to Meet the Goals in the SPSA: This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.

A school receiving federal funds for CSI should complete the Budget Summary as follows:

- Total Federal Funds Provided to the School from the LEA for CSI: This amount is the total amount of funding provided to the school from the LEA.

[NOTE: Federal funds for CSI shall not be used in schools eligible for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Appendix A: Plan Requirements

Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving student achievement.

Requirements for Development of the Plan

I. The development of the SPSA shall include both of the following actions:

   A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.

      1. The comprehensive needs assessment of the entire school shall:

         a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and

         b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—

            i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and

            ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards; and

            iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.

            iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.

            v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.

   B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

Requirements for the Plan

II. The SPSA shall include the following:

   A. Goals set to improve pupil outcomes, including addressing the needs of student groups as identified through the needs assessment.

B. Evidence-based strategies, actions, or services (described in Strategies and Activities)

1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will--

   a. provide opportunities for all children including each of the subgroups of students to meet the challenging state academic standards

   b. use methods and instructional strategies that:

      i. strengthen the academic program in the school,

      ii. increase the amount and quality of learning time, and

      iii. provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.

   c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all students demonstrate at least proficiency on the State's academic standards through activities which may include:

      i. strategies to improve students' skills outside the academic subject areas;

      ii. preparation for and awareness of opportunities for postsecondary education and the workforce;

      iii. implementation of a schoolwide tiered model to prevent and address problem behavior;

      iv. professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data; and

      v. strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.

C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the local educational agency (may include funds allocated via the ConApp, federal funds for CSI, any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, it's LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.

D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).

1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;

2. Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and

3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.

E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Stakeholder Involvement and/or Strategies/Activities).

F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to

   1. Ensure that those students' difficulties are identified on a timely basis; and

   2. Provide sufficient information on which to base effective assistance to those students.

G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.

H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).

I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. EC sections 6400 et. seq.

Appendix B:

Plan Requirements for School to Meet Federal School Improvement Planning Requirements

For questions or technical assistance related to meeting Federal School Improvement Planning Requirements, please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Comprehensive Support and Improvement

The LEA shall partner with stakeholders (including principals and other school leaders, teachers, and parents) to locally develop and implement the CSI plan for the school to improve student outcomes, and specifically address the metrics that led to eligibility for CSI (Stakeholder Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable);
2. Include evidence-based interventions (Strategies/Activities, Annual Review and Update, as applicable) (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" at https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseinvestment.pdf);
3. Be based on a school-level needs assessment (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

Targeted Support and Improvement

In partnership with stakeholders (including principals and other school leaders, teachers, and parents) the school shall develop and implement a school-level TSI plan to improve student outcomes for each subgroup of students that was the subject of identification (Stakeholder Involvement).

The TSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
2. Include evidence-based interventions (Planned Strategies/Activities, Annual Review and Update, as applicable). (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseinvestment.pdf.)

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B) and 1111(d)(2) of the ESSA.

Additional Targeted Support and Improvement

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

Single School Districts and Charter Schools Identified for School Improvement

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: EC sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

Appendix C: Select State and Federal Programs

For a list of active programs, please see the following links:
Programs included on the Consolidated Application: https://www.cde.ca.gov/fg/aa/co/
ESSA Title I, Part A: School Improvement: https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp
Available Funding: https://www.cde.ca.gov/fg/fo/af/

Developed by the California Department of Education, January 2019

School Year: **2022-23**

Middle School Sample

School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Renaissance Academy	43-69369-0107763	May 17, 2022	July 21, 2022

Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Schoolwide Program

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

The purpose of this plan is to align district and school goals. In addition, it is our intention to use our resources in a way that will maximize our chances to accomplish our stated goals.

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Renaissance administers the ARUSD coordinated Panorama survey to students, parents, and staff. The purpose of the Panorama survey is to provide staff and school leadership with student, parent, and staff input regarding stakeholder perception of school climate and student social-emotional learning. The Panorama survey also provides all who complete it with an opportunity to reflect upon core aspects of the school community and their role and contribution to the school community.

Spring 2022 Student Climate Survey Results (239 responses)
Climate of Support for Academic Learning: 85% favorable (-1% compared to Fall 2021)
Diversity and Inclusion: 78% favorable (+1% compared to Fall 2021)
Knowledge and Fairness of Discipline, Rules and Norms: 73% favorable (-5 compared to Fall 2021)
Sense of Belonging (School Connectedness): 67% favorable (-2% compared to Fall 2021)
Safety: 68% favorable (-8% compared to Fall 2021)
Cultural Awareness and Action: 48% favorable (-22% compared to Fall 2021)

Spring 2022 Student SEL Skills Survey (285 responses)
Supportive Relationships: 84% favorable (+2% compared to Fall 2021)
Self-Management: 64% favorable (-4% compared to Fall 2021)
Growth Mindset: 60% favorable (no change compared to Fall 2021)
Social Awareness: 61% favorable (+1% compared to Fall 2021)
Self-Efficacy: 44% favorable (-4% compared to Fall 2021)

Spring 2022 Parent Survey Results (36 responses)
After School Programs: 97% favorable (-2% compared to Fall 2021)
Climate of Support for Academic Learning: 99% favorable (+1% compared to Fall 2021)
Sense of Belonging (School Connectedness): 93% favorable (-5% compared to Fall 2021)
Knowledge and Fairness of Discipline, Rules and Norms: 87% favorable (-11% compared to Fall 2021)
Safety: 89% favorable: (-4% compared to Fall 2021)

Spring 2022 Staff Survey (13 responses)
Climate of Support for Academic Learning: 97% favorable (-3% compared to Fall 2021)
Sense of Belonging (School Connectedness): 91% favorable (-4% compared to Fall 2021)
Knowledge and Fairness of Discipline, Rules and Norms: 77% favorable (-16% compared to Fall 2021)
Safety: 68% favorable (+2% compared to Fall 2021)
Cultural Awareness and Action (Adult Focus): 34% (-27% compared to Fall 2021)

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

1. Classroom walkthroughs are conducted regularly. Site administrators conduct two formal observations for each teacher who is being evaluated. Additionally, site administrators visit all classrooms monthly.
2. Teachers are encouraged to complete peer observations.
3. The foci of classroom observations are differentiation and the use of technology as a teaching and learning tool.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

Use of state and local assessments to modify instruction and improve student achievement (ESEA)

Renaissance Academy has adopted a data-informed cycle of inquiry approach to school improvement that impacts budget, curriculum, instruction, assessment, and student achievement. Renaissance uses multiple data systems. These platforms allow teachers to access their students' performance data (CAASPP, ELPAC, Fastbridge, course grades, and other local assessments) so that they can determine which students are performing at grade level and mastering the state content standards within each subject area. Teachers use this data to inform their lessons and classroom instruction. Teachers use this data to determine the types of additional support and intervention programs specific students will benefit from.

Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

- Illuminate Data, Data Zone, CA Dashboard, gradebook in eSchool Plus
- Locally Created Standards-Based Benchmark (formative) Assessments
- Standards-based weekly practice assignments

Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

All staff are highly qualified.

Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

Teachers have access to SB472 training on State Board of Education-adopted instructional materials, Constructing Meaning training, and nationally acclaimed conferences specific to teachers' content area.

Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

We have a comprehensive staff development initiative that focuses on using effective, research-based instructional strategies with our ELD students in all subject areas.

Renaissance teachers participate in voluntary weekly collaboration sessions. During collaboration time, teachers address the needs and performance of English Language Learners, and both content area and grade level topics.

During collaboration time teachers discuss and share EL strategies, analyze student work, analyze assessment data, and plan standards-based lessons.

Within each content area teachers work collaboratively to identify essential standards and "I can..." statements which are used to guide teaching and student assessment.

Teachers in all content areas pursue subject area specific trainings, workshops, and professional development opportunities.

In alignment with our core value of wellness, teachers are provided with opportunities to engage in professional development centered on cultivation emotional resilience.

Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

Ongoing instructional assistance is provided by the principals and VILs coaches. In addition, teachers participating in the New Teacher Induction program meet weekly with a district-assigned instructional coach.

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

Renaissance Academy staff meets 35 times per year for informational, grade level and department meetings. Teachers collaborate monthly by departments and weekly by grade level teams.

Teaching and Learning

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

Content area teachers collaborate weekly to plan and revise units of study based on the state standards and locally identified essential standards. These meetings allow teachers to coordinate the instruction of the standards according to grade level, and to address specific student populations, such as ELD and Special Ed. Content area teachers create local pacing guides to ensure all content and state standards are covered over the course of a school year. The school year is divided into three trimesters and each trimester is 12 weeks. Throughout units of instruction formative assessments are administered.

Grade level teachers collaborate weekly to review student performance and to address grade-level issues and projects. Grade level teachers share their findings of student mastery of content and performance standards to determine each student's needs when creating learning plans. Individual student needs that are documented in IEPs, 504 Plans, and SST documents, are considered when designing and facilitating instruction.

Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

At Renaissance Academy students receive 260 minutes of weekly instruction in each of four content areas: math, social studies, science, and language arts. Instruction in science and social studies is designed and intended to reinforce skills and content standards from language arts. Teachers have identified specific English Language Arts content standards that are used to support instruction in social studies and science. Science instruction supplements and reinforces math instruction when applicable.

Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

Teachers create local pacing guides (scope and sequence), which are reviewed annually and modified when necessary. Teachers differentiate during core instructional time and run specific intervention activities to supported targeted students. In addition, teachers facilitate small-group instruction to support select students.

Availability of standards-based instructional materials appropriate to all student groups (ESEA)

District adopted materials are available to all students in all content areas.
To support English language development for English learners, Renaissance is implementing Constructing Meaning across the curriculum.
Teachers seek out and incorporate additional standards-based supplemental materials and activities to support their instruction.

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

Renaissance Academy uses State Board of Education-adopted and standards-aligned instructional materials.

Opportunity and Equal Educational Access

Services provided by the regular program that enable underperforming students to meet standards (ESEA)

At the start of the school year, teachers review students CAASPP score history and instruction is delivered and monitored according to specific student needs.

Each teacher is aware of student's ELPAC levels and differentiates instruction and assignments to better serve and support these students.

Teachers have adopted grading practices that are rooted in principles of equity. Course grades are a reflection of students' mastery of essential standards. Grades are used to track student learning and to provide students, their parents, and all teachers with feedback.

Learner-led conferences are held two times each year for all students. Additional conferences are held for students who are in need of more support. During conferences, the student, parent(s), and teacher meet to review the student's work, grades, CAASPP scores, and individual learning plan.

The school counselor works with every grade level to provide academic counseling support, motivating students to achieve higher standards. Every class at Renaissance has received academic counseling services via our counselor. Students are aware of the number of credits and GPA needed to be prepared for the next grade level.

Underperforming students are given priority admission to City Year, our extended learning day program. In Citizen Schools students receive targeted homework support and participate in enrichment opportunities.

Evidence-based educational practices to raise student achievement

Heterogeneously grouped cohorts/classes of students for core content instruction.
Depth of Knowledge
ELD strategies which include GLAD, SDAIE, and Constructing Meaning strategies.
Instructional strategies emphasized in Zaretta Hammond's book, Culturally Responsive Teaching and The Brain
Grading practices emphasized in Joe Feldman's book, Grading for Equity
Emotional resilience practices emphasized in Elena Aguilar's book, Onward.

Parental Engagement

Resources available from family, school, district, and community to assist under-achieving students (ESEA)

Instructional coaches provide coaching support to classroom teachers and support with the implementation of the Verizon Innovative Learning schools program.
The school counselor monitors student academic progress and conferences with students regularly regarding their academic performance and college entrance (A to G) requirements.
Counselor coordinates with outside counseling service agencies to provide additional counseling support to select students.
Community liaison helps strengthen parent and teacher partnerships and provides interpretation and translation support when needed.
A Student Success Team (SST), when initiated by a concerned teacher, will meet to review the academic and behavior needs of students.
A family handbook is provided for all students and parents.
Parent training is provided by the district to help parents to support their children's academic progress.
The City Year extended learning day program provides enrichment activities as well as homework center support.
Home Access Center (HAC) allows parents to access their child's assignments and course grades online.
A health aide provides health services to students.
ARUSD website and Renaissance Academy website which provide updated information and links to various resources for students, parents, and staff
School-Linked Services coordinators provide targeted support for McKinney-Vento families and other families in need based on district or school referrals.

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

Parents, community representatives, classroom teachers, other school personnel, and students were involved in the planning, implementation, and evaluation of consolidated application programs, and were involved in drafting the Renaissance Single Plan for Student Achievement.

Funding

Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

Targeted small group support outside of student instructional hours.
Additional ELD instruction for English learners.
A minimum of two learner-led conferences each school year
Investing in technology as an instructional aide for students
Comprehensive professional development for all staff in the areas of reading, writing, math, and ELD.
Comprehensive collaboration for all staff

Fiscal support (EPC)

The essential program components (EPC) are provided through general, Title I, and LCAP funds. These funds are supplemented by a grant from Verizon which has enhanced the technology capability at our school site. These funds, although essential and supportive, are not adequate to provide a program that meets the needs of every student.

Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update

Throughout the school year, the school gathers input from key stakeholder groups (i.e. students, parents, and staff). The school also distributes Panorama Education surveys twice a year to students, parents, and staff. This helps us monitor and gain insights into stakeholder perceptions of school culture. This information is reviewed and analyzed in order to be incorporated and reflected in the SPSA. The School Site Council, which consists of the principal, certificated staff, classified staff,

and parents, convenes at least six times each school year to review and discuss the goals established by the SPSA, and to approve any modifications requested.

Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

Our needs assessment revealed there are students and groups of students who are in need of additional resources and interventions to be positioned to achieve their full human potential. Our state testing metrics reveal that students with disabilities and English learners need additional targeted support in the development of mathematics and literacy skills. In addition, many students within our community are in need of more robust and targeted social-emotional learning supports and counseling and therapy services. We are attempting to prioritize these areas as we move forward with our work but ultimately we need additional highly qualified certificated staff to be positioned to meet student's academic and social-emotional needs.

School and Student Performance Data

Student Enrollment
Enrollment By Student Group

Student Enrollment
Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	18-19	19-20	20-21
Grade 6	104	96	97
Grade 7	101	105	94
Grade 8	103	94	103
Total Enrollment	308	295	294

Conclusions based on this data:

1. Our largest racial student population is Latinx (average of 77%).
2. Our second largest student subgroup is Asian (average of 17%).

School and Student Performance Data

Student Enrollment
English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	18-19	19-20	20-21	18-19	19-20	20-21
English Learners	53	57	64	17.2%	19.3%	21.8%
Fluent English Proficient (FEP)	178	171	170	57.8%	58.0%	57.8%
Reclassified Fluent English Proficient (RFEP)	16	4	5	40.0%	7.5%	8.8%

Conclusions based on this data:

1. The number of students who classify as Reclassified Fluent English Proficient (RFEP) increased by 1.3% but is far below the 40% reclassification rate from 3 years ago. This suggests it is more difficult for students to pass the ELPAC exam and to meet the eligibility criteria for reclassification.
2. The Fluent English Proficient group is our largest subgroup, close to 58% of our student population.

School and Student Performance Data

CAASPP Results
English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	95	102	95	93	100	0	93	100	0	97.9	98	0.0
Grade 7	101	95	93	101	94	0	101	94	0	100	98.9	0.0
Grade 8	96	101	103	94	100	0	94	99	0	97.9	99	0.0
All Grades	292	298	291	288	294	0	288	293	0	98.6	98.7	0.0

The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	2534.	2527.		12.90	18.00		43.01	37.00		26.88	16.00		17.20	29.00	
Grade 7	2561.	2567.		20.79	22.34		37.62	31.91		21.78	26.60		19.80	19.15	
Grade 8	2621.	2585.		24.47	23.23		55.32	31.31		13.83	33.33		6.38	12.12	
All Grades	N/A	N/A	N/A	19.44	21.16		45.14	33.45		20.83	25.26		14.58	20.14	

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	21.51	25.00		38.71	36.00		39.78	39.00	
Grade 7	22.77	28.72		52.48	46.81		24.75	24.47	
Grade 8	36.17	25.25		44.68	44.44		19.15	30.30	
All Grades	26.74	26.28		45.49	42.32		27.78	31.40	

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	25.81	31.00		58.06	49.00		16.13	20.00	
Grade 7	38.61	32.98		48.51	47.87		12.87	19.15	
Grade 8	45.74	38.38		50.00	48.48		4.26	13.13	
All Grades	36.81	34.13		52.08	48.46		11.11	17.41	

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	10.75	16.00		74.19	68.00		15.05	16.00	
Grade 7	8.91	15.96		67.33	65.96		23.76	18.09	
Grade 8	22.34	13.13		71.28	69.70		6.38	17.17	
All Grades	13.89	15.02		70.83	67.92		15.28	17.06	

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	34.41	30.00		52.69	48.00		12.90	22.00	
Grade 7	31.68	34.04		50.50	55.32		17.82	10.64	
Grade 8	57.45	29.29		36.17	54.55		6.38	16.16	
All Grades	40.97	31.06		46.53	52.56		12.50	16.38	

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Conclusions based on this data:

1. Listening needs to be an increased area of focus. In 2019: 17% of our students performed below standard. 68% of our students performed at or near standard and 15% performed above standard in listening.
2. Reading needs to be an increased area of focus. In 2019: 31% of our students performed below standard. 42% of our students performed near standard and 26% performed above standard in reading.
3. Research/Inquiry and Writing were our greatest literacy-themed strengths. In 2019: 31% of our students performed above standard. ~50% of our students performed near standard and ~17% performed below standard.

School and Student Performance Data

CAASPP Results
Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	95	102	95	93	101	0	93	101	0	97.9	99	0.0
Grade 7	101	95	93	101	95	0	101	95	0	100	100	0.0
Grade 8	96	101	103	94	101	0	94	101	0	97.9	100	0.0
All Grades	292	298	291	288	297	0	288	297	0	98.6	99.7	0.0

* The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	2508.	2512.		17.20	20.79		19.35	15.84		29.03	26.73		34.41	36.63	
Grade 7	2535.	2503.		19.80	17.89		17.82	10.53		31.68	24.21		30.69	47.37	
Grade 8	2624.	2572.		40.43	32.67		17.02	12.87		28.72	16.83		13.83	37.62	
All Grades	N/A	N/A	N/A	25.69	23.91		18.06	13.13		29.86	22.56		26.39	40.40	

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	24.73	26.73		33.33	27.72		41.94	45.54	
Grade 7	26.73	22.11		35.64	22.11		37.62	55.79	
Grade 8	45.74	38.61		32.98	22.77		21.28	38.61	
All Grades	32.29	29.29		34.03	24.24		33.68	46.46	

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	16.13	14.85		39.78	51.49		44.09	33.66	
Grade 7	17.82	21.05		48.51	32.63		33.66	46.32	
Grade 8	39.36	29.70		50.00	32.67		10.64	37.62	
All Grades	24.31	21.89		46.18	39.06		29.51	39.06	

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
Grade 6	15.05	21.78		45.16	43.56		39.78	34.65	
Grade 7	15.84	13.68		60.40	51.58		23.76	34.74	
Grade 8	44.68	26.73		43.62	46.53		11.70	26.73	
All Grades	25.00	20.88		50.00	47.14		25.00	31.99	

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Conclusions based on this data:

1. In 2019; 37% of our students met or exceeded grade level standards in mathematics.
2. In 2019; Concepts and Procedures is the claim area in which the highest percentage of our students (29%) found success and the highest percentage of our students (47%) were below standard.
3. In 2019; Communicating Reasoning is the claim area where the lowest percentage of our students (21%) found success and the lowest percentage of our students (32%) were below standard.

School and Student Performance Data

ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
6	1540.7	1518.5	1495.0	1550.1	1522.2	1488.3	1531.1	1514.0	1501.1	11	22	25
7	1539.6	1527.3	1528.1	1534.7	1527.0	1536.0	1544.0	1527.0	1519.6	13	16	18
8	*	1513.3	1532.3	*	1516.8	1532.2	*	1509.3	1531.8	*	11	18
All Grades										34	49	61

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
6	*	9.09	8.00	*	59.09	36.00	*	18.18	28.00		13.64	28.00	11	22	25
7	*	12.50	11.11	*	43.75	33.33	*	25.00	44.44	*	18.75	11.11	13	16	18
8	*	0.00	16.67	*	45.45	33.33	*	18.18	27.78		36.36	22.22	*	11	18
All Grades	32.35	8.16	11.48	50.00	51.02	34.43	*	20.41	32.79	*	20.41	21.31	34	49	61

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
6	*	54.55	24.00	*	27.27	44.00		4.55	4.00		13.64	28.00	11	22	25
7	*	31.25	33.33	*	50.00	33.33	*	0.00	27.78	*	18.75	5.56	13	16	18
8	*	36.36	27.78	*	18.18	44.44		18.18	11.11		27.27	16.67	*	11	18
All Grades	67.65	42.86	27.87	*	32.65	40.98	*	6.12	13.11	*	18.37	18.03	34	49	61

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
6	*	0.00	4.00	*	4.55	16.00	*	77.27	28.00	*	18.18	52.00	11	22	25
7	*	6.25	5.56	*	12.50	5.56	*	50.00	66.67	*	31.25	22.22	13	16	18
8	*	0.00	0.00	*	9.09	33.33	*	54.55	33.33	*	36.36	33.33	*	11	18
All Grades	*	2.04	3.28	35.29	8.16	18.03	*	63.27	40.98	*	26.53	37.70	34	49	61

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
6	*	13.64	4.00	*	72.73	64.00	*	13.64	32.00	11	22	25
7	*	0.00	5.56	*	62.50	77.78	*	37.50	16.67	13	16	18
8	*	0.00	22.22	*	81.82	61.11		18.18	16.67	*	11	18
All Grades	32.35	6.12	9.84	61.76	71.43	67.21	*	22.45	22.95	34	49	61

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
6	*	63.64	41.67	*	22.73	41.67		13.64	16.67	11	22	24
7	*	62.50	66.67	*	25.00	33.33	*	12.50	0.00	13	16	18
8	*	45.45	68.75	*	27.27	25.00		27.27	6.25	*	11	16
All Grades	85.29	59.18	56.90	*	24.49	34.48	*	16.33	8.62	34	49	58

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
6	*	0.00	4.17	*	27.27	25.00	*	72.73	70.83	11	22	24
7	*	0.00	5.88	*	43.75	17.65	*	56.25	76.47	13	16	17
8	*	0.00	16.67	*	45.45	27.78	*	54.55	55.56	*	11	18
All Grades	*	0.00	8.47	35.29	36.73	23.73	44.12	63.27	67.80	34	49	59

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21	17-18	18-19	20-21
6		18.18	16.67	100.00	68.18	58.33		13.64	25.00	11	22	24
7	*	6.25	5.56	84.62	87.50	88.89	*	6.25	5.56	13	16	18
8	*	0.00	0.00	*	63.64	93.75		36.36	6.25	*	11	16
All Grades	*	10.20	8.62	88.24	73.47	77.59	*	16.33	13.79	34	49	58

2019-20 Data:
Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year, thus no data is available to report for this year.

Conclusions based on this data:

1. In 2021, the largest group of Renaissance students (41%) who took the ELPAC scored at a level 3.
2. In 2021, students performed best in the speaking domain, where 57% of students performed at the well-developed area.
3. In 2021, our greatest opportunity for growth is in the reading domain, where 68% of our students scored at the beginning level.

School and Student Performance Data

Student Population

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021.

This section provides information about the school's student population.

2020-21 Student Population			
Total Enrollment	**Socioeconomically Disadvantaged**	**English Learners**	**Foster Youth**
294	**83.0**	**21.8**	
This is the total number of students enrolled.	This is the percent of students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	This is the percent of students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	This is the percent of students whose well-being is the responsibility of a court.

2019-20 Enrollment for All Students/Student Group		
Student Group	**Total**	**Percentage**
English Learners	64	21.8
Foster Youth		
Homeless	1	0.3
Socioeconomically Disadvantaged	244	83.0
Students with Disabilities	29	9.9

Enrollment by Race/Ethnicity		
Student Group	**Total**	**Percentage**
African American	2	0.7
American Indian or Alaska Native	1	0.3
Asian	55	18.7
Filipino	14	4.8
Hispanic	218	74.1
Two or More Races	3	1.0
Native Hawaiian or Pacific Islander		
White	1	0.3

Conclusions based on this data:

1. A significant number of our students are classified as socioeconomically disadvantaged (83%).

2. The largest ethnic student subgroup is Hispanic (74%).
3. 22% of our students are English Learners.

School and Student Performance Data

Overall Performance

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

2019 Fall Dashboard Overall Performance for All Students

Academic Performance	Academic Engagement	Conditions & Climate
English Language Arts Yellow	**Chronic Absenteeism** Yellow	**Suspension Rate** Orange
Mathematics Orange		

Conclusions based on this data:

1. The CA Dashboard rates Renaissance in the middle performance band (yellow) in ELA and Chronic Absenteeism.
2. The CA Dashboard rates Renaissance in the second lowest performance band (orange) in Mathematics and Suspension Rate.

School and Student Performance Data

Academic Performance
English Language Arts

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Lowest Performance Highest Performance

Red Orange Yellow Green Blue

This section provides number of student groups in each color.

2019 Fall Dashboard English Language Arts Equity Report

Red	Orange	Yellow	Green	Blue
0	2	1	1	0

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard English Language Arts Performance for All Students/Student Group

All Students	English Learners	Foster Youth
Yellow	Orange	No Performance Color
9.2 points above standard	42.6 points below standard	0 Students
Declined -14.2 points	Declined Significantly -27.7 points	
297	135	

Homeless	Socioeconomically Disadvantaged	Students with Disabilities
No Performance Color	Yellow	No Performance Color
0 Students	1.1 points above standard	94.9 points below standard
	Declined Significantly -15.9 points	Increased Significantly ++17.3 points
	244	30

2019 Fall Dashboard English Language Arts Performance by Race/Ethnicity			
African American	**American Indian**	**Asian**	**Filipino**
No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4	No Performance Color 0 Students	Green 68.6 points above standard Declined Significantly -30.8 points 51	No Performance Color Less than 11 Students - Data Not Displayed for Privacy 10
Hispanic	**Two or More Races**	**Pacific Islander**	**White**
Orange 7.8 points below standard Declined -11.1 points 224	No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4	No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1	No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard English Language Arts Data Comparisons for English Learners		
Current English Learner	**Reclassified English Learners**	**English Only**
96.8 points below standard Increased Significantly 46	14.5 points below standard Declined Significantly -19.9 points 89	18.6 points above standard Declined -11.6 points 73

Conclusions based on this data:

1. Based on the 2019 CAASPP ELA data, the performance level declined significantly for students classified as English learners, and socioeconomically disadvantaged, and among Asian students.
2. Based on the 2019 CAASPP ELA data by race and ethnicity, Hispanic students experienced a decline in performance.

School and Student Performance Data

Academic Performance
Mathematics

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Lowest Performance Highest Performance

Red | Orange | Yellow | Green | Blue

This section provides number of student groups in each color.

2019 Fall Dashboard Mathematics Equity Report

Red	Orange	Yellow	Green	Blue
0	3	0	1	0

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard Mathematics Performance for All Students/Student Group

All Students	English Learners	Foster Youth
Orange	Orange	
35.5 points below standard	91.5 points below standard	
Declined Significantly -24.3 points	Declined Significantly -37.1 points	
298	136	

Homeless	Socioeconomically Disadvantaged	Students with Disabilities
	Orange	No Performance Color
	48.9 points below standard	135.2 points below standard
	Declined Significantly -24.4 points	Increased ++4.9 points
	245	31

2019 Fall Dashboard Mathematics Performance by Race/Ethnicity			
African American	**American Indian**	**Asian**	**Filipino**
No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4		Green 63.6 points above standard Declined Significantly -43 points 52	No Performance Color Less than 11 Students - Data Not Displayed for Privacy 10
Hispanic	**Two or More Races**	**Pacific Islander**	**White**
Orange 64.8 points below standard Declined Significantly -22.4 points 224	No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4	No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1	No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard Mathematics Data Comparisons for English Learners		
Current English Learner	**Reclassified English Learners**	**English Only**
147.4 points below standard Declined -7.2 points 47	62 points below standard Declined Significantly -23.4 points 89	32.8 points below standard Declined Significantly -24.3 points 73

Conclusions based on this data:

1. Based on the 2019 CAASPP Math data, the performance level declined significantly in multiple categories: Hispanic, Asian, Socioeconomically Disadvantaged, and English Learners. This applies to the performance for All Students as well.
2. Based on the 2019 CAASPP Math data, students who are Hispanic, Socioeconomically Disadvantaged, or are English learners are performing in the second lowest tier (orange).

School and Student Performance Data

Academic Performance
English Learner Progress

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

This section provides a view of the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

2019 Fall Dashboard English Learner Progress Indicator

English Learner Progress
No Performance Color
45.5 making progress towards English language proficiency
Number of EL Students: 44
Performance Level: Medium

This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

2019 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
2.2	52.2	2.2	43.1

Conclusions based on this data:

1. On the 2019 ELPAC 45% of the students who took the ELPAC earned a score that demonstrated that they were making progress towards English language proficiency.
2. On the 2019 ELPAC 19 of our students increased at least one ELPI level.
3. On the 2019 ELPAC 1 of our students decreased an ELPI level.

School and Student Performance Data

Academic Performance
College/Career Measures Only Report

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021.

Number and Percentage of Students in the Combined Graduation Rate and/or Dashboard Alternative School Status (DASS) Graduation Rate by Student Group		
Student Group	**Cohort Totals**	**Cohort Percent**
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

Advanced Placement Exams – Number and Percentage of Four-Year Graduation Rate Cohort Students		
Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the four-year graduation rate cohort by student group who scored 3 or higher on at least two Advanced Placement exams.

International Baccalaureate Exams – Number and Percentage of Four-Year Graduation Rate Cohort		
Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the four-year graduation rate cohort by student group who scored 4 or higher on at least two International Baccalaureate Exams.

Completed at Least One Career Technical Education (CTE) Pathway – Number and Percentage of All Students		
Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course.

Completed a-g Requirements – Number and Percentage of All Students		
Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who met the University of California (UC) or California State University (CSU) a-g criteria with a grade of C or better (or Pass).

Completed a-g Requirements AND at Least One CTE Pathway – Number and Percentage of All Students		
Student Group	Cohort Totals	Cohort Percent
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who met the UC or CSU a-g criteria with a grade of C or better (or Pass) AND completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course.

Completed College Credit Courses – Number and Percentage of All Student Students Completing One Semester, Two Quarters, or Two Trimesters of College Credit Courses		
Student Group	Number of Students	Percent of Students
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed Academic or CTE subject college credit courses with a grade of C- or better (or Pass).

Completed College Credit Courses – Number and Percentage of All Student Students Completing Two Semesters, Three Quarters, or Three Trimesters of College Credit Courses		
Student Group	**Number of Students**	**Percent of Students**
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who completed Academic or CTE subject college credit courses with a grade of C- or better (or Pass).

Earned the State Seal of Biliteracy – Number and Percentage of All Students		
Student Group	**Cohort Totals**	**Cohort Percent**
All Students		
African American		
American Indian or Alaska Native		
Asian		
Filipino		
Hispanic		
Native Hawaiian or Pacific Islander		
White		
Two or More Races		
English Learners		
Socioeconomically Disadvantaged		
Students with Disabilities		
Foster Youth		
Homeless		

* This table shows students in the combined graduation rate and/or DASS graduation rate by student group who earned the State Seal of Biliteracy.

Conclusions based on this data:

1.

School and Student Performance Data

Academic Engagement
Chronic Absenteeism

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Lowest Performance Red Orange Yellow Green Blue Highest Performance

This section provides number of student groups in each color.

2019 Fall Dashboard Chronic Absenteeism Equity Report

Red	Orange	Yellow	Green	Blue
0	0	3	0	1

This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2019 Fall Dashboard Chronic Absenteeism for All Students/Student Group

All Students	English Learners	Foster Youth
Yellow	Yellow	No Performance Color
6.1	10.7	Less than 11 Students - Data Not Displayed for Privacy
Maintained -0.2	Declined -0.6	0
311	56	

Homeless	Socioeconomically Disadvantaged	Students with Disabilities
No Performance Color	Yellow	No Performance Color
Less than 11 Students - Data Not Displayed for Privacy	7	14.3
0	Maintained +0.4	Increased +10.7
	258	35

2019 Fall Dashboard Chronic Absenteeism by Race/Ethnicity			
African American	**American Indian**	**Asian**	**Filipino**
No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4	No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0	Blue 0 Maintained 0 53	No Performance Color Less than 11 Students - Data Not Displayed for Privacy 10
Hispanic	**Two or More Races**	**Pacific Islander**	**White**
Yellow 7.6 Maintained +0.3 236	No Performance Color Less than 11 Students - Data Not Displayed for Privacy 5	No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1	No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2

Conclusions based on this data:

1. Comparing chronic absenteeism data between 2018 and 2019 reveals there is no statistically significant change in either direction in any category.
2. Based on the 2019 CA Dashboard, Renaissance performs in the middle level (yellow) with respect to chronic absenteeism in the following categories: Hispanic, Socioeconomically Disadvantaged, and English Learners.
3. Based on the 2019 CA Dashboard, Renaissance performs at the highest level (blue) with respect to chronic absenteeism among students who identify as Asian.

School and Student Performance Data

Academic Engagement
Graduation Rate Additional Report

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021.

2021 Graduation Rate by Student Group				
Student Group	**Number of Students in the Graduation Rate**	**Number of Graduates**	**Number of Fifth Year Graduates**	**Graduation Rate**
All Students				
English Learners				
Foster Youth				
Homeless				
Socioeconomically Disadvantaged				
Students with Disabilities				
African American				
American Indian or Alaska Native				
Asian				
Filipino				
Hispanic				
Native Hawaiian or Pacific Islander				
White				
Two or More Races				

Conclusions based on this data:

1.

School and Student Performance Data

Conditions & Climate
Suspension Rate

Although both Senate Bill 98 and Assembly Bill 130 suspended the publication of state indicators on the 2020 and 2021 California School Dashboards, these bills also required the reporting of valid and reliable data that would have been included in these Dashboards.

To meet this requirement, CDE has made available the Enrollment, Graduation Rate Additional Report and the College/Career Measures Report data available. All other reports are not available for 2020 and 2021, thus the most recent data (2019 Fall) is provided here.

The performance levels are color-coded and range from lowest-to-highest performance in the following order:

Lowest Performance — Red — Orange — Yellow — Green — Blue — Highest Performance

This section provides number of student groups in each color.

2019 Fall Dashboard Suspension Rate Equity Report

Red	Orange	Yellow	Green	Blue
0	2	1	1	0

This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2019 Fall Dashboard Suspension Rate for All Students/Student Group

All Students	English Learners	Foster Youth
Orange	Orange	
4.8	7	
Increased +0.9	Increased +7	
314	57	

Homeless	Socioeconomically Disadvantaged	Students with Disabilities
	Yellow	No Performance Color
	5	11.4
	Maintained +0.1	Increased +4.3
	260	35

2019 Fall Dashboard Suspension Rate by Race/Ethnicity			
African American	**American Indian**	**Asian**	**Filipino**
No Performance Color Less than 11 Students - Data 4		Green 1.9 Maintained -0.2 53	No Performance Color Less than 11 Students - Data 10
Hispanic	**Two or More Races**	**Pacific Islander**	**White**
Orange 5 Increased +0.4 239	No Performance Color Less than 11 Students - Data 5	No Performance Color Less than 11 Students - Data 1	No Performance Color Less than 11 Students - Data 2

This section provides a view of the percentage of students who were suspended.

2019 Fall Dashboard Suspension Rate by Year		
2017	**2018**	**2019**
	3.9	4.8

Conclusions based on this data:

1. Based on 2019 suspension data, an increase in suspensions for students classified as English learners was most significant (+7).
2. Based on the CA Dashboard student suspension rating in 2019 at Renaissance was in the second lowest band (orange) in service to students classified as Hispanic and English learners.
3. Based on the CA Dashboard student suspension rating in 2019 at Renaissance was in the second highest band (green) in service to students classified as Asian.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

Provide all students with a rigorous, challenging, and innovative instructional program that prepares them for college readiness and for excellence in the 21st century.

Goal 1

Strengthen students' reading and math skills through all content areas.

Identified Need

Of the ELA SBAC claims a variety of literacy skills are measured: reading, listening, writing, and research/inquiry. Analysis of SBAC, course letter grades, and local assessment data show that reading is an essential skill for student success. Creating a school culture that values reading could support students with being excited about and interested in reading.
In math students need support in building their number sense skills, reading and analyzing data, and navigating complex word problems and performance tasks that are text-heavy.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
2021-22 Fastbridge aReading average student scale score	Between the fall and winter Fastbridge assessments the average scale scores for aReading: RAF6: 516-->517 = +1 RAF7: 521-->525 = +4 RAF8: 523-->531 = +8	The average scale score will increase by +5 points between fall and winter assessment
2019 SBAC Reading Claim	26% of students are above standard	31% of students are above standard
2019 SBAC Communicating Reasoning (Demonstrating ability to support mathematical conclusions)	21% of students are above standard	26% of students are above standard
2021-22 Fastbridge aMath average student scale score	Between the fall and spring Fastbridge assessments the average scale scores for aMath: RAF6: 215-->215 = +0 RAF7: 215-->216 = +1 RAF8: 219-->220 = +1	The average scale score will increase by +5 points between fall and spring assessment

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

City Year will provide:

1. at least 1 hour of homework support daily
2. an opportunity for students to stay for a 2nd hour of homework support
3. procedures for teachers to pull students out to work in teacher-directed classrooms

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
	District Funded

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Supporting students through intervention, family communication, teacher collaboration, and professional development.

1. Teachers running a summer bridge program for incoming students.
2. Teachers will coordinate Learner-led Conferences for all students two times each school year. Teachers will coordinate a third Learner-Led Conference for all students who have below a "C" in a class during the third trimester.
3. Teacher collaboration for purposes of sharing teaching practices & standards and for developing shared assessments & curriculum.
4. Teachers to attend professional learning sessions and workshops.
5. Teachers to facilitate targeted interventions for English learners, students with IEPs, and chronically under performing students.
6. Teachers to facilitate homework centers/support sessions.
7. Procure substitute teachers to release teachers for collaboration, observation, and professional learning.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
40000	Title I

Strategy/Activity 3

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
All Students

Strategy/Activity
Resource teacher will provide professional development and coaching support.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
31308	Title I

Strategy/Activity 4

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
All Students

Strategy/Activity
Teachers will use materials, supplies, subscriptions and technology to reinforce CCSS instruction/learning. (i.e.: paper, manipulatives, lab equipment, chapter books, music equipment, and visual arts materials and supplies)

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
15370	LCFF Supplemental/Concentration
5000	Title I

Strategy/Activity 5

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Teachers will have the opportunity to attend professional development/learning that is designed to help them grow their instructional and professional skills.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
4000.00	Title I

Strategy/Activity 6

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Teachers and administrators will plan and coordinate field/study trips to reinforce student learning of CCSS.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
9000	Title I
3000	LCFF Supplemental/Concentration

Annual Review

SPSA Year Reviewed: 2021-22

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

The CA Dashboard reveals that we experienced a decline in student performance in ELA SBAC between 2018 and 2019. Our most vulnerable populations of students (English learners, socioeconomically disadvantaged, and Hispanic) experienced the most notable decline. Given that we delivered 100% of instruction via distance learning this year, and that synchronous instructional minutes are shortened in comparison to in-person learning (240 minutes per day), we have come to rely upon Fastbridge as shorter assessments that communicate progress and potential learning loss.Reviewing this data this year and the following year will give us a better idea about overall student progress.

Chronically under-performing students and students impacted by a variety of equity factors (i.e. English Learner, socioeconomically disadvantaged) were given priority for Citizen Schools support, after-school interventions, and learner-led conferencing. The majority of the funding under this goal were dedicated to increasing student engagement and addressing educational equity issues. While exposure to these resources seemed to be helpful in engaging the students better, the positive results are not available in the form of CAASPP performance data.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

We utilized some of our funding for online subscriptions (i.e. Peardeck) and virtual professional development (i.e. Bright Morning) focused on cultivating emotional resilience.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

We have preserved the state testing metric as a point of data analysis. In addition, we have added our district's local common assessment, Fastbridge aReading and aMath. In addition, we will examine letter grades/marks in ELA and math. Our goal has been broadened from a direct focus on literacy to a focus on reading and mathematics.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

English Learners will have the required skills to reach grade level standards/proficiency.

Goal 2

English learners will make progress towards English language proficiency as measured by the ELPAC.

Identified Need

2021 Summative Overall ELPAC data
Total of 61 students in the data set
21% of students scored at level 1
33% of students scored at level 2
34% of students scored at level 3
11% of students scored at level 4

Based on 2019 ELPAC Summative overall data:
Total of 44 EL students in the data set
1 student decreased one ELPI Level
23 students maintained ELPI levels 1-3
1 student maintained ELPI level 4
19 students progressed at least one ELPI level

Students need to demonstrate proficiency based on four criteria in order to be reclassified:

- Local assessment: progress on aReading Fastbridge assessments
- State assessment (ELPAC): 4+ overall, and 2+ in all of the four categories (reading, listening, speaking, writing)
- Teacher recommendation
- Parent approval

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
CA Dashboard English Learning Progress Indicator	2019: 45% of students making progress towards English language proficiency	2023: 50% making progress towards English language proficiency

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

Strategy/Activity

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
	District Funded

Strategy/Activity 2

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
English Learners

Strategy/Activity
Provide opportunities for ELD teachers to collaborate.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0.00	Title I (Included in School Goal 1, Strategy 2)
0.00	LCFF Supplemental/Concentration (Included in School Goal 1, Strategy 2)
0.00	District Funded

Strategy/Activity 3

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
English Learners

Strategy/Activity
Use supplemental resources to assist students in achieving English proficiency (i.e. English 3D materials, chapter books, audio recording devices, computer programs)

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
	Title I (Included in School Goal 1, Strategy 7)

Strategy/Activity 4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learners

Strategy/Activity

Promote professional development to of all teachers to provide integrated ELD support during content-area instruction.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
	Title I (Included in School Goal 1, Strategy 10)

Annual Review

SPSA Year Reviewed: 2021-22

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

2019 is the first year that we administered and received ELPAC scores for English learners. Previously the CELDT was the official English proficiency test. The ELPAC seems to demonstrate a higher threshold for English proficiency. Providing students with designated ELD instruction was a foundational aspect of our effort to support English learners. Additionally, a focus on language development by using integrated ELD strategies and small group instruction through content area classes was a key lever.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There was no significant disconnect between implementation and budget expenditures. Because this work is supported and largely funded through our district's central office, our program did not incur direct costs.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Since the CA Dashboard has not yet been updated to reflect 2020 and 2021 ELPAC data, no changes have been made to this goal.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

Provide all students and families a safe, welcoming and caring environment conducive to learning.

Goal 3

Develop students' sense of belonging (school connectedness), safety, and self-efficacy.

Identified Need

Renaissance focuses on developing students' knowledge and skills around our five core values: perseverance, advocacy, integrity, relationship, and wellness; and around our focus areas: arts, sciences, and social justice.

The Panorama Education Survey results indicate a need to support students' perception of school climate and social-emotional learning (SEL) skills.

Spring 2022 Student Climate Survey Results (239 responses)
Climate of Support for Academic Learning: 85% favorable (-1% compared to Fall 2021)
Diversity and Inclusion: 78% favorable (+1% compared to Fall 2021)
Knowledge and Fairness of Discipline, Rules and Norms: 73% favorable (-5 compared to Fall 2021)
Sense of Belonging (School Connectedness): 67% favorable (-2% compared to Fall 2021)
Safety: 68% favorable (-8% compared to Fall 2021)
Cultural Awareness and Action: 48% favorable (-22% compared to Fall 2021)

Spring 2022 Student SEL Skills Survey (285 responses)
Supportive Relationships: 84% favorable (+2% compared to Fall 2021)
Self-Management: 64% favorable (-4% compared to Fall 2021)
Growth Mindset: 60% favorable (no change compared to Fall 2021)
Social Awareness: 61% favorable (+1% compared to Fall 2021)
Self-Efficacy: 44% favorable (-4% compared to Fall 2021)

According to the data, students' sense of self-efficacy was the lowest-rated category. We believe that self-efficacy is crucial in a middle school setting and reflects students' ability to engage effectively with our core values, focus areas, and demonstrate overall well-being. We also believe that by focusing on self-efficacy and our social justice program, we will be able to positively impact our students' overall SEL skills. In fostering students' ability to become independent learners we will foster their growth mindset around learning, their social awareness around issues that impact them and their community, and their skills in emotional regulation and positive decision making (self-management).

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Panorama Education Surveys: Student Climate and SEL Skills	Sense of Belonging (School Connectedness): 67% favorable (-2% compared to Fall 2021) Safety: 68% favorable (-8% compared to Fall 2021) Self-Efficacy: 44% favorable (-4% compared to Fall 2021)	Sense of Belonging (School Connectedness): 75% favorable Safety: 75% favorable Self-Efficacy: 60% favorable

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Content area teachers will integrate social justice topics into their content-area curriculum and lessons. Advisory teachers will explicitly teach the concept of social justice. Teachers will work in teams to plan and implement two academic exhibition projects in which students will communicate how their topic of study impacts society and people (social justice). Cohort teachers will discuss behavior expectations with their cohort in all common areas/classrooms.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0	LCFF Supplemental/Concentration

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Students will be able to participate in enrichment activities to build community, self-confidence, and enhance literacy and presentation skills.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
5000.00	Title I

Strategy/Activity 3

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Students will be rewarded for their academic achievements (i.e. honor roll ceremony, Renaissance gear)

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
9000.00	LCFF Supplemental/Concentration

Strategy/Activity 4

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

School counselor will plan and coordinate community events, inviting professional presenters who make an impact on people and society (i.e. Career Day, resource fairs, classroom presentations, high school fair, student incentives.) Students will be challenged to make a connection between the work of professionals and how it relates to the concept of social justice.

School counselor will purchase materials and supplies that will help students cope with stress and focus (i.e stress balls, fidget tools, etc.)

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)

2000.00	LCFF Supplemental/Concentration

Strategy/Activity 5

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

School staff and students will grow and strengthen social emotional learning skills and restorative justice practices. This could include professional development opportunities and partnerships.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0	Title I (this expense is addressed in Goal 1, Strategy 10)
0	LCFF Supplemental/Concentration

Strategy/Activity 6

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Implement supports and initiatives that will serve to support the social and emotional needs of all students.

Coordinate and supervise counselor interns. (intern counselor will be paid a stipend each semester)

Coordinate individual and group counseling services with outside counseling agencies.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
3000.00	LCFF Supplemental/Concentration

Strategy/Activity 7

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Partnership with ASES provider to provide an extended learning day for a select group of our student population.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)

Strategy/Activity 8

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Provide after school athletics programming: league dues, coach stipends, referee fees, facilities fees, transportation, uniforms, recognition, materials and supplies

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
34564	LCAP Central Sports Budgets

Strategy/Activity 9

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Provide a week-long summer bridge program in August for all of our incoming 6th grade students.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0.00	Title I (Included in School Goal 1, Strategy 2)

Strategy/Activity 10

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
All Students

Strategy/Activity
Provide students with an opportunity to participate in a variety of clubs and committees. Advisor(s) will be compensated with a stipend. Materials, supplies, and equipment may be purchased.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
0	Title I (Included in School Goal 1, Strategy 2)

Strategy/Activity 11

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)
All Students

Strategy/Activity
Purchase furniture that will enhance the learning experience and environment.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
5000	LCFF Supplemental/Concentration

Annual Review

SPSA Year Reviewed: 2021-22

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

All strategies were implemented and the Panorama survey data indicates that there was a positive impact on students' sense of belonging and safety at the school site.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Our goal includes factors that can be measured using the Panorama survey. Survey results indicate that it is important to focus on developing students' SEL skills and perception of school climate. The target areas are sense of belonging, safety, and self-efficacy. To better align our work with regard to the goal, we allocated funds to support SEL and restorative justice practices. This was difficult to fully implement because we were not adequately staffed and human resources and time were stretched thin. We are working to be fully staffed in the upcoming school year and positioned to more deeply focus on this initiative.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

There have been no major changes made.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

Engage stakeholders in a meaningful way that promotes a positive learning, working and community environment that is geared toward student achievement.

Goal 4

Develop parent and staff sense of belonging and climate of support for academic learning.

Identified Need

To best foster students' sense of belonging, safety, and self-efficacy, we need to model a culture as adults where this is possible. Our adult community is inclusive of our school staff and our students' parents.

Spring 2022 Parent Survey Results (36 responses)
After School Programs: 97% favorable (-2% compared to Fall 2021)
Climate of Support for Academic Learning: 99% favorable (+1% compared to Fall 2021)
Sense of Belonging (School Connectedness): 93% favorable (-5% compared to Fall 2021)
Knowledge and Fairness of Discipline, Rules and Norms: 87% favorable (-11% compared to Fall 2021)
Safety: 89% favorable: (-4% compared to Fall 2021)

Spring 2022 Staff Survey (13 responses)
Climate of Support for Academic Learning: 97% favorable (-3% compared to Fall 2021)
Sense of Belonging (School Connectedness): 91% favorable (-4% compared to Fall 2021)
Knowledge and Fairness of Discipline, Rules and Norms: 77% favorable (-16% compared to Fall 2021)
Safety: 68% favorable (+2% compared to Fall 2021)
Cultural Awareness and Action (Adult Focus): 34% (-27% compared to Fall 2021)

Given that the adult communities role is to support our students academically, socially, and emotionally, we believe it is important to 1) foster an environment where our adult team members feel strongly connected and supported by one another (sense of belonging), and 2) support all adult team members with collaboration and communication around students' academic learning (climate of support for academic learning).

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Panorama Ed Surveys: Parent and Staff Surveys	Parent survey data: Climate of Support for Academic Learning: 99% favorable (+1% compared to Fall 2021)	Maintain or improve the baseline data.

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
	Sense of Belonging (School Connectedness): 93% favorable (-5% compared to Fall 2021) Staff survey data: Climate of Support for Academic Learning: 97% favorable (-3% compared to Fall 2021) Sense of Belonging (School Connectedness): 91% favorable (-4% compared to Fall 2021)	

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 12

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

School will send weekly communication to parents to inform parents of school and district information.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s) Source(s)

Strategy/Activity 13

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Parents will be honored and recognized for the time that they contribute towards supporting the school.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1000	LCFF Supplemental/Concentration

Strategy/Activity 14

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Classified staff will provide additional support outside of the school day to enhance school to home communication.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
4000.00	LCFF Supplemental/Concentration

Strategy/Activity 15

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Materials and food for events (back to school bbq, parent cafe,etc.) that strengthen community and college-going culture.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
1000	LCFF Supplemental/Concentration

Strategy/Activity 16

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Attend and coordinate recruitment and promotional events.

Materials and supplies will needed to be purchased to support with this effort.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
500.00	LCFF Supplemental/Concentration

Annual Review

SPSA Year Reviewed: 2021-22

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

The metrics indicate we succeeded in achieving this goal. All strategies were implemented.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

It has been difficult to cultivate significant parent belonging due to COVID protocols and being under staffed.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

We adjusted our goal to state specifically that we aim to develop parent and staff sense of belonging and a climate of support for academic learning; this is a shift from stating generally that we aim to engage stakeholders in a positive school climate. By focusing on school connectedness and support for academic learning, this goal is better aligned with School Goals 1-3.

We also identified that while there is a high favorability rating from the parent survey, there is also limited parent participation/completion of this survey. We want to improve our parent participation/response rate.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

Goal 5

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

Strategy/Activity

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

Goal 6

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 2

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

Strategy/Activity

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

Goal 7

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

Strategy/Activity

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

Goal 8

Identified Need

Annual Measurable Outcomes

Metric/Indicator | Baseline/Actual Outcome | Expected Outcome

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

Strategy/Activity

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s) | Source(s)

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	$66,883.00
Total Federal Funds Provided to the School from the LEA for CSI	$
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	$172,742.00

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation ($)
Title I	$94,308.00

Subtotal of additional federal funds included for this school: $94,308.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation ($)
	$0.00
LCAP Central Sports Budgets	$34,564.00
LCFF Supplemental/Concentration	$43,870.00

Subtotal of state or local funds included for this school: $78,434.00

Total of federal, state, and/or local funds for this school: $172,742.00

Total Allocations by Funding Source

Total Allocations by Funding Source		
Funding Source	**Allocation**	**Balance (Allocations-Expenditures)**
Title I	94,308	0.00
LCFF Supplemental/Concentration	43,870	0.00
LCAP Central Sports Budgets	34,564	0.00

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

1 School Principal

3 Classroom Teachers

1 Other School Staff

5 Parent or Community Members

0 Secondary Students

Name of Members	Role
Doug Kleinhenz	Principal
Sarah Kretovics	Other School Staff
Kaithlynn Sarmiento	Classroom Teacher
Andrea Morton	Classroom Teacher
Tamara Bermudes	Classroom Teacher
Carlos Marquez	Parent or Community Member
Sandra Pinal	Parent or Community Member
Andrea Sumano	Parent or Community Member
Alberto Torres	Parent or Community Member
Margarita Morfin	Parent or Community Member

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

Signature	Committee or Advisory Group Name

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on May 17, 2022.

Attested:

Principal, Doug Kleinhenz on 6/1/2022

SSC Chairperson, Sandra Pinal on 6/1/2022

Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California's ESSA State Plan supports the state's approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with EC 65001, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

For questions related to specific sections of the template, please see instructions below:

Instructions: Linked Table of Contents

The SPSA template meets the requirements of schoolwide planning (SWP). Each section also contains a notation of how to meet CSI, TSI, or ATSI requirements.

Stakeholder Involvement

Goals, Strategies, & Proposed Expenditures

Planned Strategies/Activities

Annual Review and Update

Budget Summary

Appendix A: Plan Requirements for Title I Schoolwide Programs

Appendix B: Plan Requirements for Schools to Meet Federal School Improvement Planning Requirements

Appendix C: Select State and Federal Programs

For additional questions or technical assistance related to LEA and school planning, please contact the Local Agency Systems Support Office, at LCFF@cde.ca.gov.

For programmatic or policy questions regarding Title I schoolwide planning, please contact the local educational agency, or the CDE's Title I Policy and Program Guidance Office at TITLEI@cde.ca.gov.

For questions or technical assistance related to meeting federal school improvement planning requirements (for CSI, TSI, and ATSI), please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Purpose and Description

Schools identified for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI) must respond to the following prompts. A school that has not been identified for CSI, TSI, or ATSI may delete the Purpose and Description prompts.

Purpose

Briefly describe the purpose of this plan by selecting from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Description

Briefly describe the school's plan for effectively meeting ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

Stakeholder Involvement

Meaningful involvement of parents, students, and other stakeholders is critical to the development of the SPSA and the budget process. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, student advisory groups, tribes and tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

[This section meets the requirements for TSI and ATSI.]

[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]

Resource Inequities

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA- and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]

Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is **S**pecific, **M**easurable, **A**chievable, **R**ealistic, and **T**ime-bound. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the "Goal #" for ease of reference.

[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]

Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

[Completing this section fully addresses all relevant federal planning requirements]

Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific student groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

[When completing this section for CSI the school must include school-level metrics related to the metrics that led to the school's identification.]

[When completing this section for TSI/ATSI the school must include metrics related to the specific student group(s) that led to the school's identification.]

Strategies/Activities

Describe the strategies and activities being provided to meet the described goal. A school may number the strategy/activity using the "Strategy/Activity #" for ease of reference.

Planned strategies/activities address the findings of the needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the local educational agency's budgeting, its local control and accountability plan, and school-level budgeting, if applicable.

[When completing this section for CSI, TSI, and ATSI, this plan shall include evidence-based interventions and align to the goals, actions, and services in the LEA LCAP.]

[When completing this section for CSI and ATSI, this plan shall address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.]

Students to be Served by this Strategy/Activity

Indicate in this box which students will benefit from the strategies/activities by indicating "All Students" or listing one or more specific student group(s) to be served.

[This section meets the requirements for CSI.]

[When completing this section for TSI and ATSI, at a minimum, the student groups to be served shall include the student groups that are consistently underperforming, for which the school received the TSI or ATSI designation. For TSI, a school may focus on all students or the student group(s) that led to identification based on the evidence-based interventions selected.]

Proposed Expenditures for this Strategy/Activity

For each strategy/activity, list the amount(s) and funding source(s) for the proposed expenditures for the school year to implement these strategies/activities. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA's budgeting, its LCAP, and school-level budgeting, if applicable.

[This section meets the requirements for CSI, TSI, and ATSI.]

[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Annual Review

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/ or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.

- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]

Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.
From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.

Budget Summary

A school receiving funds allocated through the ConApp should complete the Budget Summary as follows:

- Total Funds Provided to the School Through the Consolidated Application: This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.

- Total Funds Budgeted for Strategies to Meet the Goals in the SPSA: This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.

A school receiving federal funds for CSI should complete the Budget Summary as follows:

- Total Federal Funds Provided to the School from the LEA for CSI: This amount is the total amount of funding provided to the school from the LEA.

[NOTE: Federal funds for CSI shall not be used in schools eligible for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Appendix A: Plan Requirements

Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving student achievement.

Requirements for Development of the Plan

I. The development of the SPSA shall include both of the following actions:

   A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.

      1. The comprehensive needs assessment of the entire school shall:

         a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and

         b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—

            i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and

            ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards; and

            iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.

            iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.

            v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.

   B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

Requirements for the Plan

II. The SPSA shall include the following:

   A. Goals set to improve pupil outcomes, including addressing the needs of student groups as identified through the needs assessment.

B. Evidence-based strategies, actions, or services (described in Strategies and Activities)

1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will--

   a. provide opportunities for all children including each of the subgroups of students to meet the challenging state academic standards

   b. use methods and instructional strategies that:

      i. strengthen the academic program in the school,

      ii. increase the amount and quality of learning time, and

      iii. provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.

   c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all students demonstrate at least proficiency on the State's academic standards through activities which may include:

      i. strategies to improve students' skills outside the academic subject areas;

      ii. preparation for and awareness of opportunities for postsecondary education and the workforce;

      iii. implementation of a schoolwide tiered model to prevent and address problem behavior;

      iv. professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data; and

      v. strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.

C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the local educational agency (may include funds allocated via the ConApp, federal funds for CSI, any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, it's LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.

D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).

1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;

2. Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and

3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.

E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Stakeholder Involvement and/or Strategies/Activities).

F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to

   1. Ensure that those students' difficulties are identified on a timely basis; and

   2. Provide sufficient information on which to base effective assistance to those students.

G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.

H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).

I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. EC sections 6400 et. seq.

Appendix B:

Plan Requirements for School to Meet Federal School Improvement Planning Requirements

For questions or technical assistance related to meeting Federal School Improvement Planning Requirements, please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Comprehensive Support and Improvement

The LEA shall partner with stakeholders (including principals and other school leaders, teachers, and parents) to locally develop and implement the CSI plan for the school to improve student outcomes, and specifically address the metrics that led to eligibility for CSI (Stakeholder Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable);
2. Include evidence-based interventions (Strategies/Activities, Annual Review and Update, as applicable) (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" at https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseinvestment.pdf);
3. Be based on a school-level needs assessment (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

Targeted Support and Improvement

In partnership with stakeholders (including principals and other school leaders, teachers, and parents) the school shall develop and implement a school-level TSI plan to improve student outcomes for each subgroup of students that was the subject of identification (Stakeholder Involvement).

The TSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
2. Include evidence-based interventions (Planned Strategies/Activities, Annual Review and Update, as applicable). (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseinvestment.pdf.)

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B) and 1111(d)(2) of the ESSA.

Additional Targeted Support and Improvement

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

Single School Districts and Charter Schools Identified for School Improvement

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: EC sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

Appendix C: Select State and Federal Programs

For a list of active programs, please see the following links:
Programs included on the Consolidated Application: https://www.cde.ca.gov/fg/aa/co/
ESSA Title I, Part A: School Improvement: https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp
Available Funding: https://www.cde.ca.gov/fg/fo/af/

Developed by the California Department of Education, January 2019

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: **Resignations (Information Only).**

Staff Analysis:

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

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

To the Board of Trustees: **Information Only**

Meeting: July 21, 2022
Special Board Meeting

8.01
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-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

July 21, 2022

CERTIFICATED RESIGNATIONS:

I. **Resignations:**

1. Emert, Bonnie	Core/Sheppard Middle School	06/10/2022
2. Grant, Erika	Social Studies/Renaissance Academy I	06/30/2022
3. Irvine, Angela	ELA/Renaissance Academy II	06/30/2022
4. Montes, Rand	Core/George Middle School	06/10/2022
5. Papa, Abigail	SDC/Renaissance Academy II	06/10/2022
6. Peterson, Chester	RSP/LUCHA Academy	06/28/2022
7. Tango, Joey	SDC/Sheppard Middle School	07/18/2022

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

July 21, 2022

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Hernandez, Ruth	Child Nutrition Assistant II/Aptitud	06/10/2022

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: **Approve New Position and Job Description – Early Learning Program Coordinator**

Staff Analysis:

The Early Learning Program Coordinator is a critical member of the early care and education department. Under the general direction of the Early Learning Director, the Early Learning Coordinator will support the Early Learning Department by coordinating the planning and implementation of specific functions and activities related to navigating district families, early educators, and community partners through early learning initiatives, goals, and strategic plans, as well as work to support the internal and external development of the Early Learning Department.

Recommendation:

District administration is recommending that the Board of Trustees approve the new management position and job description – Early Learning Program Coordinator.

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

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

8.02
Agenda Placement

Meeting: July 21, 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

POSITION TITLE: **Early Learning Program Coordinator**

REPORTS TO: Director of Early Learning, Academic & Instructional Services Department

FUNCTIONS: The Early Learning Program Coordinator is a critical member of the early care and education department. Under the general direction of the Early Learning Director, the Early Learning Coordinator will support the Early Learning Department by coordinating the planning and implementation of specific functions and activities related to navigating district families, early educators, and community partners through early learning initiatives, goals, and strategic plans, as well as work to support the internal and external development of the Early Learning Department.

AREAS OF RESPONSIBILITY:

- Lead specific aspects of projects with internal team members and external partners;
- Participate in integrated planning, implementation, and continuous aligned efforts within and across departments;
- Communicate about Alum Rock's Early Learning and strategic direction, enrollment data and outreach;
- Model skills and attitudes that foster a culture of leadership, innovation, accountability, excellent service, and continuous improvement within Alum Rock;
- Provide excellent service to internal and external customers and partners;
- Participate collaboratively in all Early Learning Initiatives and may have critical responsibilities focused on specific initiatives;
- Works with Alum Rock departments, Academic Services, Business, Early Learning, Student Services, Special Education, State & Federal, Business, and accounting departments to develop and monitor budgets, reporting requirements, and service delivery plans as needed;
- Complete and submit all state and federal reports as assigned;
- Collaborates with internal and external staff to address challenges and discuss appropriate actions for response;
- Develop and implement internal documents to assist in the overarching goal of the Early Learning Department;
- Attend training and professional development as required; and
- Perform other duties as assigned within the scope of the job description

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- Knowledge and understanding of Local, State, and National Early Learning and Education landscape;

- Knowledge and understanding of local county systems invested in supporting children and families gaining access to and support in the areas of early childhood education, care, health, housing, food, mental health services, and any other support services;
- Local, state, and national quality early learning initiatives supporting the birth – third-grade continuum; pro- project management and principles of the organization; grant and funding resources and requirements; contracting procedures.

ABILITY TO:

- Ability to coordinate multiple initiative specific requirements and needs in collaboration with other community partners;
- Ability to communicate and collaborate with culturally, linguistically, and diverse families, various professionals, and community groups.
- Ability to exercise discretion in handling confidential information and materials;
- Develop comprehensive reports on ongoing activities and submit summary reports to supervisor as needed;
- Intermediate knowledge of computer applications and the ability to learn and master computer technology/software programs as needed;
- Ability to utilize scheduling and spreadsheet software;
- Ability to effectively use identified web-based technology (e.g., social media, webinars, teleconferencing, etc.);
- Ability to work as a cooperative and supportive member of an interdisciplinary team.

EDUCATION AND EXPERIENCE:

- Candidate must have at least four years of experience in the field of early education and a Bachelor's degree, preferred Masters. Preference of degree will be in Early Childhood Development, Child Development, Public Service, or a related field; Human Development, or Family Resources, or Psychology
- Fluent in English and Spanish (required)
- Experience implementing projects from inception to completion

WORKING CONDITIONS:

ENVIRONMENT:

- Office and Virtual environment.
- Driving a vehicle to conduct work in the district.
- Evening, variable hours, work on weekends as assigned.

PHYSICAL DEMANDS:

- Seeing to read a variety of materials and monitor children.
- Hearing and speaking to exchange information in person or on the telephone.

- Speaking so that others may understand at normal levels and on the telephone.
- Dexterity of hands and fingers to operate a computer keyboard and other equipment to write reports and observations.
- Sitting or standing for extended periods of time.
- Walking, twisting, stooping, crouching, kneeling, bending at the waist.
- Lift and carry twenty-five (25 pounds).
- Travel to and walk to various locations at all school sites and offices.

HAZARDS:

- Exposure to bodily fluids and infectious diseases.

TERMS OF EMPLOYMENT:

SALARY PLACEMENT: Classified Management Salary Schedule

WORK YEAR: 12 Months/219 Days

EVALUATION: The performance of this position will be evaluated in accordance with the classified management staff evaluation process.

BOARD APPROVED: Pending

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

8.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Receive Teamsters Local 150 Amended Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2022 to June 30, 2023.**

Staff Analysis:

District administration is recommending that the Board of Trustees receive Teamsters Local 150 amended initial proposal for 2022-2023 as presented and direct the Superintendent and/or designee to begin negotiations.

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

To the Board of Trustees:
Recommend Approval

8.03
Agenda Placement

Meeting: July 21, 2022
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Dale Wentz
SECRETARY - TREASURER

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL NO. 150
7120 EAST PARKWAY – SACRAMENTO, CALIFORNIA 95823
TELEPHONE (916) 392-7070 FAX 392-7675
EMAIL teamsters@teamsters150.org
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

July 10, 2022

Via Certified Mail 7012 3460 0000 2543 7570
and First-Class Mail

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

Dear Superintendent Hilaria Bauer,

As per our earlier letter of 3/31/22, please accept the following attached as the Teamsters contract specific proposals to be sunshined at the earliest available Board meeting on behalf of our members.

I look forward to productive negotiations sessions as in the past that will meet our mutual needs and interests. Please have the District's representatives contact Teamsters Local 150 to schedule dates for negotiations.

Sincerely,

Alan Daurie
Business Representative

AD/ca-IBT856

cc: Dale Wentz, Secretary-Treasurer, IBT Local 150
Cesar Torrico, Asst. Superintendent of HR, Alum Rock Union SD

Proposals from Teamsters Union Local 150 to Alum Rock Elementary School District

Article 17: BARGAINING UNIT MEMBER AND DEPENDENT INSURANCE COVERAGE

For the Term of this Agreement the District shall pay 85% of both the Teamster's Kaiser plan rate and for the Teamster's HMO Plan. For the Term of this agreement if any other bargaining unit receives a health and welfare premium increase greater than the Teamsters bargaining unit the Teamsters shall receive the same increase. Any increases to the District's contribution to the Teamsters health plans above the 85/15 contribution split as a result of another bargaining unit receiving more money in an increase shall be based on the dollar increase above the Teamsters 85/15 that another unit received.

Article 21: TRANSPORTATION

Regular work year-Change the minimum guarantee to seven (7) hours for the term of this agreement.

Extended school year-Change the minimum guarantee to six (6) hours for the term of this agreement.

Add a $50 per month stipend to Transportation employees that have a split shift.

Article 22: PAY AND ALLOWANCE

Wages/Salaries-Fair and equitable increases in wages/salaries including wage/salary range increases and differential to keep our wages competitive within the region and not less than received by other bargaining units. If any other bargaining unit receives a greater salary schedule and/or off schedule (bonus) including in their benefits or anything of a monetary value without a corresponding contract change, cost reduction, or other event triggering an equivalent savings then Teamsters shall receive the same increase. Increase each Transportation Department classification by two ranges.

NEW ARTICLE - Bilingual Pay-Pay employees who use bilingual language skills as part of their job shall receive the following additional pay shall receive an additional $ .80 per hour per pay period and employees who use bilingual language skills for both oral and written shall receive an additional $1.00 per hour.

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

8.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Adopt the District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150 for the period of July 1, 2022 – June 30, 2023.**

Staff Analysis:

Staff recommends that the Board of Trustees adopt the District's initial proposal for the period of July 1, 2022 – June 30, 2023 as presented and direct the Superintendent and/or her designee to begin negotiations with Teamsters Local 150.

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

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

Meeting: July 21, 2022
Regular Board Meeting

8.04
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
2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

July 21, 2022

Alum Rock Union School District's Initial Proposal to
Teamsters Local # 150

Pursuant to the provisions of Government Code Section 3547 (the Rodda Act) all initial proposals of the exclusive representative employee groups and the District shall be presented at a public meeting of the District and shall thereafter be public records. This is commonly referred to as "Sunshining" the proposals. On March 1, 2022, the District and Teamsters reached a three (3) year agreement (July 1, 2020 – June 30, 2023). The District hereby submits its bargaining proposal for the 2020 - 2023 Re-opener.

Article VII	Seniority
Article XII	Evaluation
Article XVII	Bargaining Unit Member and Dependent Insurance Coverage
Article XXI	Transportation
Article XXII	Pay and Allowance

The District is committed to working collaboratively and in partnership with Teamsters. With respect to the articles identified above, the District's interest is to establish a collective bargaining agreement that supports student achievement and staff success.

Hilaria Bauer, Ph.D., Superintendent

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

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: June 23, 2022

Subject: **AchieveKids**

Staff Analysis: AchieveKids is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. We have (4) student's attending AchieveKids at this time. Due to the severity of their disability, a nonpublic school placement is required.

Recommendation: Staff recommends that the Board of Trustee's approve the contract with AchieveKids. The cost of this contract is $328,653.

Submitted by: Anthony Colonna Title: Director, Special Education

Approved by: Barbara Campbell Title: Asst. Superintendent of Instructional Services

To the Board of Trustees: Meeting: July 21, 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

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: 10558

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

☑ **MOU** (negotiated Agreement)
☐ 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: AchieveKids

Address: 3860 Middlefield Rd. City: Palo Alto State: CA Zip: 94303

Phone: ( ) _____ Email: _____

SSN: _____ Fed I.D. #: 77-0412221

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.)

AchieveKids is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. Due to the severity of their disability, a nonpublic school placement is required.

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

X a. **Fee Rate:** $357.00 per day Not to Exceed 218 days of services.

X b. **Other:** $89,820 + 238,833 = 328.653

Describe other related costs: Counseling, Speech, Occupational therapy and Behavioral Services.

BUDGET CODE: 080-6500-0-5100-00-5750-1120 _____ Accountant Initials

000000-380-1820 _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/28/22

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

SANTA CLARA COUNTY SELPAs

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 or the date the student begins attending a Non-public school and / or receiving services from Non-public agency. The agreement terminates at 5:00 pm on July 22, 2022, unless terminated earlier in accordance with the terms of the Master Contract and applicable law.

NAME OF LOCAL EDUCATION AGENCY ("LEA"): Alum Rock Elementary School District

ADDRESS OF LOCAL EDUCATION AGENCY ("LEA"): 2930 Gay Avenue, San Jose, CA 95127

NAME OF NONPUBLIC SCHOOL/ AGENCY ("NPS/NPA"): AchieveKids

ADDRESS OF NONPUBLIC SCHOOL/ AGENCY ("NPS/NPA"): 3860 Middlefield Road, Palo Alto, CA 94303

PUPIL NAME: _____ _____ _____ _____ GENDER [X] M [ ] F
Last First Middle

ADDRESS: _____ CITY: San Jose STATE: CA ZIP: _____

PUPIL TELEPHONE NUMBER _____ DOB _____

PUPIL ID/SS NUMBER: ZAPAR1224 GRADE _____

RESIDENTIAL SETTING: [X] HOME [ ] JCS [ ] FOSTER/LCI NAME: _____
[ ] OTHER _____ _____ _____

PARENT/GUARDIAN: _____ PHONE: _____ _____
(Residence) (Business)

ADDRESS _____ CITY: _____ STATE: _____ ZIP: _____
(If different from pupil)

CONTRACT TERMS:

1 The Contractor will implement all elements of the Master Contract.

Master Contract approved by the governing board _____.

2 CONTRACTOR will provide written progress reports to the Office of Special Education before Oct-22

3 Other Provisions (provide attachments as necessary): _____

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL / AGENCY SERVICES

(Education Code Sections 56365, et seq.)

PUPIL NAME _____ (Last) _____ (First) _____ (Middle)

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of days 15 X Per Diem $357.00 = TOTAL BASIC EDUCATION COSTS (A) $ 5,355.00

(Include extended school year days as appropriate to the pupil's IEP.)

B. RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES	COST PER SESSION					MAX TOTAL COST FOR CONTRACT
	Freq	Duration	Start Date	PER WEEK OR SESSION	HOURLY	DAILY	WEEKLY	INDIV	GROUP	PERIOD
1 Aide Support										
2 Counseling a Individual b Group c Family										
3 OT a Individual b Consult	1 x mo			30 min	$190.00					$95.00
5 Speech /Language a Individual b Group c Consult	2 x wkly			60 min	$190.00					$570.00
6 Transportation										
9 Behavioral Service	Weekly			Weekly			$179.00			$537.00
10 Breakfast/Lunch	daily					$9.00				$135.00

MAXIMUM TOTAL RELATED SERVICES COST (B) $ 1,337.00

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) $ 6,692.00

All terms and conditions of the current Master Contract for NPS / NPA Service(s) previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with this ISA and the Master Contract, and will request an IEP review prior to any change in the service(s).

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on July 1, 2022 and terminates at 5:00 p.m. on July 22, 2022 unless sooner terminated as provided herein.

LEA

Date: _____

_____
Signature

_____
Type or Print Name

Alum Rock Elementary School District
Name of LEA

2930 Gay Avenue
Mailing Address

San Jose, CA 95127
City, State, Zip Code

CONTRACTOR

Date: 6/22/2022

DocuSigned by:
Stephen Crook
Signature 8BBD9544FC...

Stephen Crook, Program Director
Type or Print Name

AchieveKids
Name of NPS/NPA

3860 Middlefield Road
Mailing Address

Palo Alto, CA 94303
City, State, Zip Code

SANTA CLARA COUNTY SELPAs

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1st, 2022 or the date the student begins attending a Non-public school and / or receiving services from Non-public agency. The agreement terminates at 5:00 pm on June 30, 2023,unless terminated earlier in accordance with the terms of the Master Contract and applicable law.

NAME OF LOCAL EDUCATION AGENCY ("LEA"): Alum rock

ADDRESS OF LOCAL EDUCATION AGENCY ("LEA"): 2930 Gay Avenue, San Jose CA 95127

NAME OF NONPUBLIC SCHOOL/ AGENCY ("NPS/NPA"): AchieveKids

ADDRESS OF NONPUBLIC SCHOOL/ AGENCY ("NPS/NPA"): 3860 Middlefield Road, Palo Alto, CA 94303

PUPIL NAME: _____ (Last) _____ (First) _____ (Middle) GENDER [X] M [ ] F

ADDRESS: _____ CITY: San Jose STATE: CA ZIP: 95116

PUPIL TELEPHONE NUMBER _____ DOB _____

PUPIL ID/SS NUMBER: _____ GRADE 7th

RESIDENTIAL SETTING: [X] HOME [ ] JCS [ ] FOSTER/LCI NAME: _____

[ ] OTHER _____ _____ _____

PARENT/GUARDIAN: _____ PHONE: _____ (Residence) _____ (Business)

ADDRESS _____ (If different from pupil) CITY: _____ STATE: _____ ZIP: _____

CONTRACT TERMS:

1 The Contractor will implement all elements of the Master Contract.

Master Contract approved by the governing board _____.

2 CONTRACTOR will provide written progress reports to the Office of Special Education before October 2022, January 2023, March 2023, June 2023

3 Other Provisions (provide attachments as necessary): _____

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL / AGENCY SERVICES

(Education Code Sections 56365, et seq.)

PUPIL NAME _____ (Last) _____ (First) _____ (Middle)

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of days 218 X Per Diem $357.00 = TOTAL BASIC EDUCATION COSTS (A) $ 77,826.00

(Include extended school year days as appropriate to the pupil's IEP.)

B. RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES PER WEEK OR SESSION	COST PER SESSION					MAX TOTAL COST FOR CONTRACT PERIOD
	Freq	Duration	Start Date		HOURLY	DAILY	WEEKLY	INDIV	GROUP	
1 Aide Support										
2 Counseling										
a Individual	1 x wkly			30mins	$190.00					$4,370.00
b Group	2 x wkly			60mins	$95.00					$4,370.00
c Family										
3 OT										
a Individual										
b Consult										
5 Speech /Language										
a Individual										
b Group										
c Consult										
6 Transportation										
9 Behavioral Service	wkly			wkly			$179.00			$8,234.00
10 Breakfast/Lunch	daily					$9.00				$1,962.00

MAXIMUM TOTAL RELATED SERVICES COST (B) **$18,936.00**

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) **$96,762.00**

All terms and conditions of the current Master Contract for NPS / NPA Service(s) previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with this ISA and the Master Contract, and will request an IEP review prior to any change in the service(s).

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on July 1, 2022 and terminates at 5:00 p.m. on June 30, 2023 unless sooner terminated as provided herein.

LEA

Date: _____

Signature

Type or Print Name

Alum Rock Elementary School District

Name of LEA

2930 Gay Avenue

Mailing Address

San Jose, CA 95127

City, State, Zip Code

CONTRACTOR

Date: 6/21/2022

Docusigned by: Stephen Crook 1EE0E888D0644FC...

Signature

Stephen Crook, Program Director

Type or Print Name

AchieveKids

Name of NPS/NPA

3860 Middlefield Road

Mailing Address

Palo Alto, CA 94303

City, State, Zip Code

SANTA CLARA COUNTY SELPAs

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1st, 2022 or the date the student begins attending a Non-public school and / or receiving services from Non-public agency. The agreement terminates at 5:00 pm on June 30, 2023 unless terminated earlier in accordance with the terms of the Master Contract and applicable law.

NAME OF LOCAL EDUCATION AGENCY ("LEA"): Alum Rock Elementary School District

ADDRESS OF LOCAL EDUCATION AGENCY ("LEA"): 2930 Gay Avenue, San Jose, CA 95127

NAME OF NONPUBLIC SCHOOL/ AGENCY ("NPS/NPA"): AchieveKids

ADDRESS OF NONPUBLIC SCHOOL/ AGENCY ("NPS/NPA"): 3860 Middlefield Road, Palo Alto, CA 94303

PUPIL NAME: _____ (Last) _____ (First) _____ (Middle) GENDER [X] M [ ] F

ADDRESS: _____ CITY: _____ STATE: CA ZIP: _____

PUPIL TELEPHONE NUMBER _____ DOB _____

PUPIL ID/SS NUMBER: 1081078525 GRADE 8th

RESIDENTIAL SETTING: [X] HOME [ ] JCS [ ] FOSTER/LCI NAME: _____

[ ] OTHER _____ _____ _____

PARENT/GUARDIAN: _____ PHONE _____ (Residence) _____ (Business)

ADDRESS _____ (If different from pupil) CITY: _____ STATE: _____ ZIP: _____

CONTRACT TERMS:

1 The Contractor will implement all elements of the Master Contract.

Master Contract approved by the governing board _____.

2 CONTRACTOR will provide written progress reports to the Office of Special Education before October 2022, January 2023 , March 2023, June 2023

3 Other Provisions (provide attachments as necessary): _____

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN

SCHOOL / AGENCY SERVICES

(Education Code Sections 56365, et seq.)

PUPIL NAME _____ (Last) _____ (First) _____ (Middle)

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of days 218 X Per Diem $357.00 = TOTAL BASIC EDUCATION COSTS (A) **$ 77,826.00**

(Include extended school year days as appropriate to the pupil's IEP.)

B. RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES PER WEEK OR SESSION	COST PER SESSION					MAX TOTAL COST FOR CONTRACT PERIOD
	Freq	Duration	Start Date		HOURLY	DAILY	WEEKLY	INDIV	GROUP	
1 Aide Support										
2 Counseling										
a Individual										
b Group										
c Family										
3 OT										
a Individual	1xwkly			30 min	$190.00					$4,370.00
b Consult	1x mo.			30 min	$190.00					$1,140.00
5 Speech /Language										
a Individual	1 x wkly			30 min	$190.00					$4,370.00
b Group	1 x wkly			30 min	$95.00					$2,185.00
c Consult										
6 Transportation										
9 Behavioral Service	Weekly			Weekly			$179.00			$8,234.00
10 Breakfast/Lunch	daily					$9.00				$1,962.00

MAXIMUM TOTAL RELATED SERVICES COST (B) **$ 22,261.00**

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) **$ 100,087.00**

All terms and conditions of the current Master Contract for NPS / NPA Service(s) previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with this ISA and the Master Contract, and will request an IEP review prior to any change in the service(s).

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on July 1, 2022 and terminates at 5:00 p.m. on June 30, 2023 unless sooner terminated as provided herein.

LEA

Date:

Signature

Type or Print Name

Alum Rock Elementary School District

Name of LEA

2930 Gay Avenue

Mailing Address

San Jose, CA 95127

City, State, Zip Code

CONTRACTOR

Docusigned by:

Date: 6/21/2022

Stephen Crook

Signature E8BBD9544FC...

Stephen Crook, Program Director

Type or Print Name

AchieveKids

Name of NPS/NPA

3860 Middlefield Road

Mailing Address

Palo Alto, CA 94303

City, State, Zip Code

SANTA CLARA COUNTY SELPAs

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN

(Education Code Sections 56365 et seq.)

This agreement is effective on 07/01/22 or the date the student begins attending a Non-public school and / or receiving services from Non-public agency. The agreement terminates at 5:00 pm on June 30, 2023, unless terminated earlier in accordance with the terms of the Master Contract and applicable law.

NAME OF LOCAL EDUCATION AGENCY ("LEA"): Alum Rock Elementary School District

ADDRESS OF LOCAL EDUCATION AGENCY ("LEA"): 2930 Gay Avenue, San Jose CA 95127

NAME OF NONPUBLIC SCHOOL/ AGENCY ("NPS/NPA"): AchieveKids

ADDRESS OF NONPUBLIC SCHOOL/ AGENCY ("NPS/NPA"): 3860 Middlefield Road, Palo Alto, CA 94303

PUPIL NAME: _____ _____ _____ GENDER [X] M [ ] F
Last First Middle

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PUPIL TELEPHONE NUMBER _____ DOB _____

PUPIL ID/SS NUMBER: _____ GRADE 7th

RESIDENTIAL SETTING: [X] HOME [ ] JCS [ ] FOSTER/LCI NAME: _____
[ ] OTHER _____

PARENT/GUARDIAN: _____ _____ PHONE: _____ _____
(Residence) (Business)

ADDRESS _____ CITY: _____ STATE: _____ ZIP: _____
(If different from pupil)

CONTRACT TERMS:

1 The Contractor will implement all elements of the Master Contract.

Master Contract approved by the governing board _____.

2 CONTRACTOR will provide written progress reports to the Office of Special Education before
October 2022, January 2023, March 2023, June 2023

3 Other Provisions (provide attachments as necessary): _____

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN

SCHOOL / AGENCY SERVICES

(Education Code Sections 56365, et seq.)

PUPIL NAME _____ _____ _____ _____
(Last) (First) (Middle)

A. BASIC EDUCATION PROGRAM (Applies to NPS only) 1:2

Number of days 218 X Per Diem $357.00 = TOTAL BASIC EDUCATION COSTS (A) $ 77,826.00

(Include extended school year days as appropriate to the pupil's IEP.)

B. RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES	COST PER SESSION					MAX TOTAL COST FOR CONTRACT
	Freq	Duration	Start Date	PER WEEK OR SESSION	HOURLY	DAILY	WEEKLY	INDIV	GROUP	PERIOD
1 Aide Support										
2 Counseling										
a Individual	2 x wkly	30 min		60min	$190.00					$8,740.00
b Group	2 x wkly	30 min		60min	$95.00					$4,370.00
c Family										
3 OT										
a Individual										
b Consult										
5 Speech /Language										
a Individual										
b Group										
c Consult										
6 Transportation	Daily			218days		$110.00				$23,980.00
9 Behavioral Service	Weekly			Weekly			$179.00			$8,234.00
10 Breakfast/Lunch	daily					$9.00				$1,962.00

MAXIMUM TOTAL RELATED SERVICES COST (B) **$ 47,286.00**

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) **$ 125,112.00**

All terms and conditions of the current Master Contract for NPS / NPA Service(s) previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with this ISA and the Master Contract, and will request an IEP review prior to any change in the service(s).

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on July 1, 2022 and terminates at 5:00 p.m. on June 30, 2023 unless sooner terminated as provided herein.

LEA Date:

Signature

Type or Print Name

Alum Rock Elementary School District

Name of LEA

2930 Gay Avenue

Mailing Address

San Jose CA 95127

City, State, Zip Code

CONTRACTOR Date: 6/21/2022

Signature

Stephen Crook, Program Director

Type or Print Name

AchieveKids

Name of NPS/NPA

3860 Middlefield Road

Mailing Address

Palo Alto, CA 94303

City, State, Zip Code

AchieveKids Proposed Rate Sheet

FYE 2022 -2023

Basic Education Program	$357.00	per day
One on one aide	$122.00	per day
Behavior Intervention Services	$171.00	Weekly
Language / Speech Therapy		
Individual	$95.00	per 1/2 hour
Group	$47.50	per 1/2 hour
Consultation and / or assessment	$95.00	per 1/2 hour
Mental Health Counseling		
Individual	$95.00	per 1/2 hour
Group	$47.50	per 1/2 hour
Parent Counseling	$95.00	per 1/2 hour
Consultation and / or Assessment	$95.00	per 1/2 hour
Occupational Therapy		
Individual	$95.00	per 1/2 hour
Group	$47.50	per 1/2 hour
Consult	$95.00	per 1/2 hour
Transportation Both Ways	$104.00	per day
One Way	$52.00	per day

*Further discussion on pass through system

Breakfast/Lunch	$9.00	per day
Vocational Services	$129.00	per week

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

9.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 23, 2022

Subject: **The Creekside School**

Staff Analysis: Creekside school is a certified, highly specialized nonpublic school that provides individualized instruction and behavior support services to autistic and behaviorally disordered students.

Recommendation: Staff recommends that the Board of Trustee approve the contract with Creekside School for the 2022-2023 school year. The cost of this contract is $103,252.65.

Submitted by: Anthony Colonna Title: Director, Special Education

Approved by: Barbara Campbell Title: Asst. Superintendent of Instructional Services

To the Board of Trustees: Meeting: July 21, 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

Request for Contracted Services

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

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

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

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

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

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

Name of Individual/Company: The Creekside School

Address: 5629 Lean Ave. City: San Jose State: Ca Zip: 95123

Phone: (408) 448-2494 Email: _____

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.)

Creekside School is a certified, highly specialized nonpublic school providing individualized instruction & behavior support services to autistic or severe behaviorally disordered students. Due to the severity of their disability a nonpublic school placement is recommended.

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

X a. **Fee Rate:** $404.00 per day Not to Exceed 204 days of services.

X b. **Other:** $20,836.65 + 82,416 = 103,252.65

Describe other related costs: Speech therapy, Behavior therapy, OT therapy

BUDGET CODE: 080-6500-0-5100-00-5750 _____ Accountant Initials

1120-000000-380-1820 _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/28/22

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

5629 Lean Ave. | San Jose, California 95123 | (408) 448-2494 | www.creeksideschool.org

The Creekside School 2022-2023 Service Rates

Designated Instruction & Services and Related Services	Fees
Daily Rate of Attendance: ❖ **Specialized Academic Instruction** (SAI) (Highly individualized, functional academics and life skills curriculum) ❖ **Community Based Instruction** (Safety instruction, functional life skill experience, community interaction) ❖ **Active Family Support** (Daily comprehensive communication via email, quarterly consultation via conference, caregiver training as needed) ❖ **Sensory Integration Therapy** (Individualized experiences for the student's unique sensory regulation needs) ❖ **Communication and Social Skills Instruction** (Individualized AAC and communication instruction) **Additional Components and Programs of The Creekside School** ❖ 2:1 student-teacher ratio throughout the school day ❖ Music Therapy and Instruction ❖ Art Therapy and Instruction ❖ Mental Health & Wellness ❖ Modified Physical Education ❖ Seasonal Water Safety Instruction	**$404/day**
Individual Instructional Assistant (1:1) (Assigned staff responsible assisting student with accessing instruction, regulation, and success towards IEP goals)	**$100/day**
Behavior Intervention Design & Implementation (BID & BII) (Behavioral assessment, behavior intervention and support plans, data collection, analysis, and consultation)	**$155/hr**
Language and Speech Development & Remediation (LSDR) (Individual, group, consult, AAC programing and support, and assessment per IEP)	**$155/hr**
AAC Evaluation (Specialized AAC assessment and report writing per IEP)	**$550/assessment**
Occupational Therapy Services (OT) (Individual, group, consult, and assessment per IEP)	**$155/hr**
Counseling Services (Individual, group, and consult per IEP)	**$155/hr**
Vocational Training (Post-Secondary Program) ❖ Assigned job coach ❖ Offsite and onsite work experience ❖ 5-20 hours per week based on individual employment opportunity	**$140/week**
Transition for New Students (not to exceed 4 hours/day)	**$90/hr**

SANTA CLARA COUNTY SELPAs

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 07/01/2022, or the date the student begins attending a Non-public school and/or receiving services from a Non-public agency. The agreement terminates at 5:00 p.m. on June 30, 2023, unless terminated earlier in accordance with the terms of the Master Contract and applicable law.

NAME OF LOCAL EDUCATION AGENCY ("LEA"): Alum Rock Union Elementary

ADDRESS OF LOCAL EDUCATION AGENCY ("LEA"): 2930 Gay Ave., San Jose, CA 95127

NAME OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): The Creekside School (NPS)

ADDRESS OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): 5629 Lean Ave., San Jose, CA 95123

PUPIL NAME (Last, First): GENDER: ■ M □ F

ADDRESS: CITY: STATE: CA ZIP:

PUPIL TELEPHONE NUMBER: DOB:

PUPIL ID/SS NUMBER: 5932747844 GRADE: 4

RESIDENTIAL SETTING: ■ HOME □ JCS □ FOSTER/LCI NAME: #

□ OTHER

PARENT/GUARDIAN: PHONE: ( )

(Residence) (Business)

ADDRESS: CITY: STATE: ZIP:

(If different from pupil)

CONTRACT TERMS:

1. The Contractor will implement all elements of the Master Contract.

   Master Contract approved by the governing board on _____.

2. CONTRACTOR will provide written progress reports to the Office of Special Education before (***insert quarterly dates here***): 10/27/2022, 02/02/2023, 05/03/2023, 07/27/2023

3. Other Provisions (provide attachments as necessary): _____

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365, et seq.)

PUPIL NAME (Last, First):

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of Days: 204 x Per Diem $404.00 = TOTAL BASIC EDUCATION COSTS (A) $82,416.00
(Include extended school year days as appropriate to the pupil's IEP).

B. RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES PER WEEK/ OR SESSION	COST PER SESSION					MAX TOTAL COST FOR CONTRACT PERIOD
	Freq	Duration	Start Date		HOURLY	DAILY	WEEKLY	INDIV	GROUP	
1. Adapted PE										
2. Aide Support										
3. BCBA Consult	monthly			240 minutes	$155					$7,440.00
4. OT - Consult										
5. OT - Individual	weekly			20 minutes	$155					$2,266.10
6. OT - Group	weekly			30 minutes	$155					$3,332.50
7. SLP - Consult										
8. Speech/Language - Individ	weekly			40 minutes	$155					$4,465.55
9. Speech/Language - Grp	weekly			30 minutes	$155					$3,332.50
10. Transportation										
11.Mental Health - Consult										

MAXIMUM TOTAL RELATED SERVICES COST (B): **$20,836.65**

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B): **$103,252.65**

All terms and conditions of the current Master Contract for NPS/NPA Service(s) previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with this ISA and the Master Contract, and will request an IEP review prior to any change in the service(s).

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on 07/01/2022 and terminates at 5:00 p.m. on 06/30/2023 unless sooner terminated as provided herein.

LEA

(Signature) *Date*

Hilaria Bauer
(Type or Print Name)

Alum Rock School District
(Name of LEA)

2930 Gay Ave SJ, CA 9512
(Mailing Address)

CONTRACTOR

(Signature) 9/22/22 *Date*

Katie Shepard, Principal
(Print Name)

The Creekside School
(Name of NPS/NPA)

5629 Lean Ave., San Jose, CA 95123
(Mailing Address)

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

9.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **June 27, 2022**

Subject: **RO Health, LLC**

Staff Analysis: RO Health, LLC provides LVN services to Alum Rock Union School District students with medical needs such as diabetes management as well as assisting the district nurses with COVID-19 related concerns.

Recommendation: Staff recommends that the Board of Trustees approve the contract for a total contract amount of $310,000.00 with RO Health LLC.

Submitted by: Norma Flores NF Title: Director of Student Services

Approved by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: July 21, 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: Student Services (School/Dept.) VENDOR NO. 022344

PROGRAM MANAGER: Norma Flores

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

   Name of Individual/Company: Ro Health, LLC

   Address: 4027 21st Avenue West Suite 200 City: Seattle State: WA Zip: 98199

   Phone: (888)552-9775 Email Address: cjpeters@rohealth.com

   SSN: _____ or Fed I.D. #: 46-3049972

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:

   Ro Health provides LVN services to ARUSD students with medical needs such as diabetes and COVID related concerns.

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

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

   _____ b. **Other:** $ 310,000.00 (describe rate agreement) LVN bill rate is $65.00 per hour, minimum of 4 hours per assignment.

5. **BUDGET CODE:** 010-0000-0-5815-00-1110-3140-000000-340-5240

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
010	340	5240	5815	$310,00.00		

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

CLIENT STAFFING AGREEMENT

This Agreement (the "Agreement") entered into this 9th day of 06, 2022 ("Effective Date"), is by and between RO HEALTH, LLC ("RO HEALTH"), a Delaware limited liability company with its office headquarters located at 1900 Nickerson Street West Suite 200, Seattle, WA 98119, and Alum Rock Union School District (hereinafter referred to as "CLIENT") located at 2930 Gay Ave, San Jose, CA 95127.

WHEREAS, RO HEALTH operates a medical staffing agency and employs personnel to provide services to CLIENT.

WHEREAS, CLIENT operates a School District and CLIENT desires that RO HEALTH shall supply contract personnel to CLIENT.

NOW THEREFORE, in consideration of the mutual promises and covenants between RO HEALTH and CLIENT, (jointly hereinafter referred to as "Party/Parties"), the Parties hereby agree:

1. TERM.

The term of this Agreement will commence on the date of the last signature and will continue for one (1) year unless terminated prior thereto in accordance with the terms of this Agreement. If neither Party terminates pursuant to the terms herein, this Agreement shall be automatically renewed for increment of additional one (1) year periods and shall not require a writing by either Party hereto in order to extend the term hereof.

2. TERMINATION.

Either Party may terminate this Agreement, at any time, by providing thirty (30) days advance written notice. Said termination will not affect the rights or responsibilities subsequent to transactions occurring prior to the effective date of termination.

3. PERSONNEL.

RO HEALTH shall provide CLIENT with personnel that comply with all pertinent terms and conditions of licensure and credentials including, but not limited to, the following list:

3.1 Proof of current licensure, registration and or certification (if applicable).

3.2 Written or verbal verification of two (2) references.

3.3 Written verification of worker's unrestricted credential (if applicable).

3.4 Written verification of current cardiopulmonary resuscitation (CPR) certification, unless written documentation from CLIENT is provided removing this requirement for specific positions.

3.5 Possess proof of an annual tuberculosis test or chest X-ray.

3.6 Criminal Background Check and disclosure statement.

4. PROVISION OF PERSONNEL.

4.1 At the request of CLIENT, RO HEALTH will recruit, interview, screen, select, hire and assign RO HEALTH employee(s) who, in RO HEALTH's judgment, are best qualified to perform the services requested by CLIENT as outlined in this Agreement.

4.2 Upon CLIENT request, RO HEALTH shall provide documentation as required in this Agreement relating to the qualifications and training of RO HEALTH employees.

5. CLIENT ORIENTATION.

CLIENT will provide RO HEALTH personnel with an orientation to CLIENT specific policies, procedures and processes necessary to equip RO HEALTH personnel with the knowledge necessary to meet CLIENT expectations for personnel.

6. URGENT PERSONNEL REQUESTS.

If CLIENT requests personnel less than two (2) hours prior to the start of a shift, RO HEALTH shall bill CLIENT for the entire duration of the shift, as long as RO HEALTH personnel report for work within a reasonable period of time.

7. MINIMUM BILLABLE HOURS AND SHIFT CANCELATION.

If CLIENT schedules an order with a duration less than four (4) billable hours for each shift, RO HEALTH shall bill CLIENT for four (4) hours at the established hourly rate.

If CLIENT modifies or cancels an order less than two (2) hours prior to the start of a shift, RO HEALTH will bill CLIENT for four (4) hours at the established hourly rate.

8. CONVERSION FEE.

CLIENT agrees that it will take no steps to recruit, hire or employ as its own employee or as a contractor any personnel provided by RO HEALTH. CLIENT further acknowledges that RO HEALTH incurs substantial costs associated with recruiting, training, and managing RO HEALTH personnel. In the event CLIENT, or any affiliate, subsidiary of CLIENT solicits, hires or employs RO HEALTH personnel, CLIENT agrees to either (1) provide written notice of intent to hire or employ RO HEALTH personnel twelve (12) months prior to the RO HEALTH employee's

commencement as a CLIENT employee or contractor; (2) provide written notice to RO HEALTH of intent to hire RO HEALTH employee and continue to employ RO HEALTH employee for a period not less than one thousand and forty (1,040) hours from the notice date; or (3) pay RO HEALTH a placement fee equal to the sum of twenty-five percent (25%) of such personnel's annualized salary (calculated as hourly pay rate multiplied by two thousand and eighty (2,080) hours multiplied by twenty-five percent (25%)).

9. RESPONSIBILITY FOR PATIENT CARE.

CLIENT retains responsibility for management of care of each of its patients and for ensuring that services provided by RO HEALTH personnel under this Agreement are furnished in accordance with applicable standards. CLIENT shall ensure that RO HEALTH personnel are assigned duties and operating within their scope of practice.

10. INSURANCE.

RO HEALTH shall purchase and maintain during the duration of this Agreement general and professional liability coverage of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate, covering the sole negligent acts or omissions which may give rise to the liability for services provided under this Agreement.

11. TAXES.

RO HEALTH will maintain responsibility, as the employer, for the payment of wages, and other compensation, and for any mandatory withholdings and contributions.

12. PAYMENT FOR SERVICES.

RO HEALTH will submit invoices to CLIENT at the rates established in Exhibit A every week for personnel provided to CLIENT during the preceding workweek billing period.

12.1 Payment.

Full payment of invoices is due upon receipt. CLIENT shall send all payments electronically. In the event CLIENT is unable to make payments electronically, CLIENT shall remit payments to the address set forth on the invoice.

12.2. Late Payment.

Payments not received within thirty (30) days from the first day of the workweek billing period, as identified on the invoice, will accumulate interest at the rate of one percent (1%) per month on the unpaid balance, equating to an annual percentage rate of twelve percent (12%), or the maximum rate permitted by applicable law, whichever is less.

13. GOVERNING LAW.

This Agreement, and all matters relating to it shall be governed by the laws, rules, and regulations of the State of Delaware, as are now in effect or as may be later amended or modified, without reference to the choice of law rules in any state. In the event that any provision of this Agreement conflicts with or is inconsistent with provisions of those laws, rules or regulations, the provisions of Delaware laws, rules, and regulations shall govern and supersede.

14. DISPUTE RESOLUTION.

In the event a dispute does arise out of or in connection with the Agreement, the Parties will first attempt to resolve the dispute through friendly correspondence and/or consultation. If such correspondence does not resolve the dispute within a reasonable period then the Parties may submit any and all outstanding issues to mediation.

If mediation does not resolve the dispute within a reasonable period then the Parties may submit any and all outstanding issues to arbitration in accordance with the statutory rules of the Delaware Rapid Arbitration Act (DRAA).

If arbitration is not successful in resolving the entire dispute or is unavailable, any outstanding issues must be submitted with the laws in the State of Delaware. The case will be conducted in Delaware, and judgment may be entered by any court having jurisdiction within the State of Delaware.

15. ATTORNEY FEES AND LEGAL COSTS.

In the event a Party is forced to obtain legal representation to enforce the terms of the Agreement, the Party prevailing in such action of enforcement will be entitled to the recovery of costs and expenses incurred in connection with such action and any appeal from the losing Party. Recovery of costs and expenses may include mediation, arbitration, court fees, and reasonable attorneys' fees.

16. MUTUAL INDEMNIFICATION.

Each party (the "Indemnifying Party") and, in the case of RO HEALTH as the Indemnified Party, RO HEALTH and all other persons cooperating in the conduct or performance of "RO HEALTH," and each of its officers, partners, employees, trustees, directors, managers, and/or shareholders, to the extent allowed by law, agrees to defend, indemnify, and hold harmless the other ("Indemnitee") from and against any and all claims, losses, damages, liabilities, costs, expenses (including attorneys' fees), or judgments for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent that such injury or damage results from or is in any way connected with any acts, failure to act, willful misconduct,

or the performance of or failure to perform obligations under this Agreement by the Indemnifying Party, its officers, partners, employees or agents. Neither termination or expiration of this Agreement nor completion of the acts to be performed under this Agreement shall release either party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which claim or cause of action is predicated shall have occurred prior to the effective date of any such termination, expiration or completion.

Indemnification is subject to:

(a) the Indemnitee promptly providing the Indemnitor written notice of the claim;
(b) the Indemnitor's right to control the claim's defense and settlement (provided that the Indemnitor may not settle or defend any claim without the Indemnitee's consent (which shall not be unreasonably withheld, delayed or conditioned), unless it unconditionally releases the Indemnitee from all liability); and
(c) the Indemnitee providing reasonable assistance to the Indemnitor. This obligation shall expressly survive the expiration or termination, for whatever reason, of this Agreement.

17. DAMAGES.

In no event shall either Party be liable for any incidental, consequential, exemplary, special or punitive damages or expenses or lost profits, even if such Party has been advised of the possibility of such damages, under or in connection with this Agreement, regardless of the form of action.

18. SEVERABILITY.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any waiver by a Party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

19. ENTIRE AGREEMENT; MODIFICATION.

This written Agreement constitutes the entire Agreement between the Parties and all negotiations and understandings have been included in this Agreement. No other understandings, agreements, representations, or warranties relating to the subject matter of this Agreement, whether written or oral, have been made to RO HEALTH by the CLIENT or to the CLIENT by RO HEALTH. This Agreement shall supersede any other communication between the Parties as to the subject matter herein.

This written Agreement may be modified, amended, or rescinded only by a written agreement executed by both Parties.

IN WITNESS WHEREOF, this Agreement has been signed by duly authorized representatives of the Parties on the day and the year first before written.

CLIENT	**RO HEALTH, LLC**
Dr. Hilaria Bauer, Superintendent	Lisa Butts, Contract, Lic. & Ins. Administrator
Printed Name	Printed Name
Signature	Signature
	6/16/2022
Date	Date

EXHIBIT A

PERSONNEL HOURLY RATES FOR CLIENT

Nursing Hourly Rates	
CNA	$45.00
LVN	$65.00
RN	$80.00
Credentialed School Nurse - RN	$115.00
Audiologist	$115.00

Psych and Behavioral Hourly Rates	
Behavioral Intervention Services (RBT / BCA)	$54.00
Instructional Para	$42.00
Non-Instructional Para	$40.00
Social Worker	$80.00
BCBA	$120.00
LMFT	$110.00
Psychologist	$120.00

Therapy and Teacher Hourly Rates	
OT	$90.00-$110.00
PT	$100.00-$120.00
Speech-Language Pathologist Assistant	$65.00-$75.00
Speech-Language Pathologist	$95.00-$115.00
Special Education Mild-Moderate Teacher	$115.00
Special Education Moderate-Severe Teacher	$115.00
Deaf and Hard of Hearing Teacher	$115.00

WORKWEEK. RO HEALTH's calendar work week is Sunday through Saturday. Billing periods commence on Sunday, the first day of the workweek.

WEEKEND. RO HEALTH shall bill CLIENT an additional two dollar ($2.00) per hour weekend differential rate. Weekend rates commence Friday at 10:00 p.m. through Monday at 6:00 a.m.

OVERTIME. RO HEALTH shall bill CLIENT a time and one-half (1.5) rate for all hours worked in excess of forty (40) per week or according to applicable state law.

ORIENTATION. Personnel hourly rates will be billed for all time spent in CLIENT orientation.

MILEAGE. During the course of, or while driving to work, if a RO HEALTH employee travels greater than sixty (60) miles roundtrip, RO HEALTH shall bill for each mile traveled at the current POV Mileage reimbursement rate established by the U.S. General Services Administration.

HOLIDAYS. A time and one-half (1.5) rate will be billed on holidays recognized by the U.S. Office of Personnel Management. Holiday rates will apply to shifts beginning at 10:00 p.m. before the holiday through 10:00 p.m. during the holiday.

CLIENT	**RO HEALTH, LLC**
Dr. Hilaria Bauer, Superintendent	Lisa Butts, Contract, Lic. & Ins. Administrator
Printed Name	Printed Name
Signature	Signature
	6/16/2022
Date	Date

NOTICES SHALL BE SENT TO:

CLIENT	RO HEALTH, LLC
	Attn: General Counsel
	340 S. Lemon Ave., PMB #1884
	Walnut, CA 91789-2706

CONTRACT SUPPLEMENT

Dear Staffing Partner:

RO HEALTH, LLC is a Joint Commission certified healthcare staffing company. We appreciate our partnership, and we are continuously taking steps to improve our level of service. In compliance with our Joint Commission certification, we are including this contract supplement to notify you about important aspects of our business relationship.

Employee Performance Evaluation

RO HEALTH seeks to provide its clients with exceptional healthcare providers. To ensure that our providers are delivering exceptional patient care mixed with excellent customer service, we seek feedback from CLIENT supervisors continuously and, on an annual basis, through a web-based digital evaluation. We appreciate your cooperation in providing accurate feedback that will help our providers meet your needs.

Company Performance Evaluation

RO HEALTH seeks to provide its clients with exceptional service. We strive to provide our clients with timely and accurate communication, collaborative and informed problem solving, clear and accurate invoicing, and warm and friendly customer service. To ensure that end, we conduct annual company evaluations through a web-based digital evaluation. We appreciate your cooperation with providing accurate feedback that will help RO HEALTH support staff meet your needs.

STATstaff™

RO HEALTH takes steps to prepare its providers to deliver exceptional patient care before they arrive at your site. This means, we gather important information about you that will allow new providers to familiarize themselves with the nuances of your site before they commence work. RO HEALTH uses STATstaff™ to track and communicate that important information to its providers so that they are prepared to meet your expectations. We appreciate your cooperation gathering information about your site so we can help ensure our providers are comfortable and perform well in their assignments.

Office Hours

RO HEALTH is available 24x7x365 by phone at 888.552.9775. RO HEALTH's office hours are Monday through Friday from 8:00 a.m. to 5:00 p.m.

Incident Report Process

In the event a RO HEALTH provider is involved in an incident, error, near miss or sentinel event, RO HEALTH will act swiftly to address the event appropriately. A RO HEALTH HR person will supply the RO HEALTH provider with an incident report form and may ask the RO HEALTH employee to take a drug test. And, upon request, will send the incident report form to the

CLIENT supervisor. We appreciate your cooperation gathering information so we can address events in the most appropriate manner necessary. If you would like us to orient RO HEALTH Providers to your policies and/or procedures related to an incident, please contact RO HEALTH Human Resources at hr@rohealth.com.

In the event there is an occupational safety hazard or event that involves a RO HEALTH provider, the event should be communicated as soon as practicable to the RO HEALTH Human Resources at hr@rohealth.com.

Complaint/Grievance Process

RO HEALTH actively solicits feedback from all its stakeholders on a continuous basis. In the event RO HEALTH receives a complaint, a RO HEALTH HR person will swiftly commence an investigation and follow up within seventy-two (72) hours.

RO HEALTH Employees

RO HEALTH does not use subcontractors. Providers are employees of RO HEALTH.

Competency

RO HEALTH takes steps to ensure that it provides competent providers. All providers are thoroughly screened to ensure that they are comfortably able to deliver patient care within their areas of clinical competence. RO HEALTH aims to only place providers in areas of practice within the scope of their license, registration, certification, or clinical competence.

Conflict of Interest

RO HEALTH discourages any conflict of interest as defined by what occurs when an interested person has a financial interest individually or as it relates to a family member, which is disclosed as or found to (a) impair the individual's objectivity, or (b) create an unfair competitive advantage for any person or organization other than RO HEALTH. Conflict of interest means more than individual bias. There must be a financial interest that could directly affect the work or services to be considered a conflict.

Thank you again for the opportunity to work together. We look forward to growing our partnership.

9.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 27, 2022

Subject: **Community School of Music & Arts**

Staff Analysis: Community School of Music & Arts will provide visual art classes (Arts4Schools Instruction) to K-8 students at 9 schools (Adelante, Adelante II, Cureton, Hubbard, Linda Vista, Lyndale, Meyer, Painter & Ryan) for the 2022-2023 school year. Students will participate in one hour visual art sessions every other week. Art lessons will focus on visual arts, and teaching art technique and skills. Program will culminate with an on-site art show for each of the 9 schools.

Recommendation: Staff recommends the Board of Trustees approve the contract with Community School of Music & Arts for the 2022-2023 school year. Cost of contract is $152,792.

Submitted by: Barbara Campbell Title: Assistant Superintendent, Academic Services

To the Board of Trustees: Meeting: July 21, 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: Academic Services (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Barbara Campbell

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

   Name of Individual/Company: Community School of Music & Arts

   Address: 230 San Antonio Circle City: Mountain View State: CA Zip: 94040

   Phone: (650) 917-6800 Email Address: krieger@arts4all.org

   SSN: _____ 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:

   CSMA will provide visual art classes (Arts4Schools Instruction) to K-8 students at 9 schools (Adelante, Adelante II, Cureton, Hubbard, Linda Vista, Lyndale, Meyer, Painter & Ryan) for the 2022-2023 school year. Students will participate in 1 hour visual art sessions every other week. Program will culminate with on site art shows for each of the 9 schools.

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

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

   _X_ b. **Other:** $ 103/141 classrm (describe rate agreement) 12 Art4schools instruction for a total of $141,992 and 9 on-site art shows for a total of $10,800 equals a grand total of $152,792

5. **BUDGET CODE:** Payment 1: $76,396 Sep. 15, 2022 Payment 2: $76,396 Jan 15, 2023

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC

Budget code: 010-0000-0-5815-00-1110-1000-000000-310-5260

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

community school *of* music and arts

MEMORANDUM OF UNDERSTANDING

between

Alum Rock Union School District and the Community School of Music and Art

This non-binding Memorandum of Understanding ("MOU") summarizes the principal terms that **Alum Rock Union School District ("ARUSD")** located a **2930 Gay Ave, San Jose, CA 95127** and **The Community School of Music and Arts** located at 230 San Antonio Circle, Mountain View, CA 94040 ("CSMA") have discussed to with respect to the Art4Schools and Music4Schools Programs ("Programs") for the **2022-2023 school year.**

1. Program Description. CSMA will provide 60-minute art classes every other week to K-8 students as specified in the attached Addendum from August 2022 through June 2023. The program will serve 9 school(s) in Alum Rock Union School District in California unless the parties agree otherwise.

2. Instructors. The students will receive an art curriculum presented by professional arts educators/teaching artists ("Instructors") selected and screened by CSMA. CSMA will ensure that all Instructors and CSMA employees who may have contact with CUSD students will meet the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and felony conviction status as that term is defined in Education Code section 45122.1. Instructors will also complete a Tuberculosis test assessment reviewed by a healthcare provider, and, if risk factors are identified, a TB test and examination performed by the provider.

3. Rescheduling of classes. If an Instructor is unavailable to teach a scheduled class and no substitute is available, the class will be made up at a later date within the school year. If the ARUSD or a Classroom Teacher needs to cancel a class, they must provide at least 24 hours' notice to receive a make-up class. If ARUSD or a Classroom Teacher cancels a class with less than 24 hours' notice, no make-up class will be given. If, after all attempts have been made to make-up a class and no make-up time is found, there will be no refund for the missed class(es).

4. CSMA Responsibilities. In connection with the Program, CSMA will (a) develop the Programs curriculum to meet the California Visual and Performing Arts Standards; (b) supply the necessary materials for each class it conducts at school sites if the sharing of supplies is permitted by COVID-guidelines; (c) hire and pay the Instructors; and (d) perform any necessary project management tasks related to the program.

5. ARUSD Responsibilities. For any onsite classes, the ARUSD will (a) provide facilities, including adequate space, working sinks, tables, chairs and secure storage; (b) participate with CSMA in the planning and implementation of the program; and (c) ensure classroom teacher is present in the room and shares responsibility for student behavior. In the event of online classes, the classroom teacher will set up the class, invite students and the CSMA Instructor to participate and remain present to end the meeting.

6. Insurance Coverage. CSMA agrees to maintain an insurance policy in the minimum amount of $2,000,000 to cover any negligent acts committed by CSMA or its Instructors while providing services to ARUSD and shall name CUSD as an additional insured.

7. Non-Solicit. ARUSD agrees that during the Program and for twelve (12) months thereafter, CUSD will not enter into any contract of employment agreement directly or indirectly with an Instructor related to arts and music instruction.

8. Limitation of Liability. Under no circumstances will either party be liable to the other party in connection with this MOU for any consequential, incidental, indirect, punitive, special, or reliance damages (or any loss of revenue or profits), however caused, whether for breach of contract, negligence or under any other legal theory, whether foreseeable or not and whether or not the other party has been advised of the possibility of such damages.

9. Governing Law. This MOU will be governed by California law without regard to conflicts of laws principles.

10. Entire Agreement; Amendment. This MOU sets forth the entire agreement between the parties with respect to the subject matter hereof and may only be amended in writing signed by both parties.

11. Assignment. Neither party may assign this MOU or any right, interest or benefit under this MOU without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this MOU without the other party's consent to any person or entity that acquires or succeeds to all or substantially all of such party's business or assets.

12. Termination of MOU. Except with respect to Sections 7-12, either party may terminate this MOU at any time upon written notice to the other party, and the parties will have no further obligations hereunder unless and until a definitive agreement is signed.

13. Non-Binding. Except for this Section 12, this MOU is a statement of the parties' present intentions only, and is not legally binding upon either CUSD or CSMA, with no agreement being created by estoppel, reliance or otherwise. Neither party will have any obligation to negotiate a definitive agreement regardless of the existence of this MOU.

14. Confidentiality Clause. CSMA and all of CSMA's program employees and Instructors will maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality will extend beyond the termination of this Agreement.

IN WITNESS WHEREOF, as of the Effective Date, an authorized representative of each party has duly executed this MOU. The Effective Date will be the latter of the two signatures below.

Vickie Scott Grove

Vickie Scott Grove
Executive Director, CSMA

07 / 01 / 2022
Date

Dr. Hilaria Bauer
Superintendent, ARUSD

Printed Name

Date

6/30/2022

MEMORANDUM OF UNDERSTANDING: **ADDENDUM A**

ARUSD Art4Schools and Music4Schools Program Cost

Art4Schools Sites		**Sessions**	**Classrooms**	**Rate**	**Instructional Cost**
Adelante	Grade K - 8	12	23	$103	$28,428
Adelante II	Grade K - 8	12	14	$103	$17,304
Cureton	Grade K - 8	12	11	$103	$13,596
Hubbard	Grade K - 8	12	20	$103	$24,720
Linda Vista	Grade K - 5	12	21	$103	$25,956
Lyndale	Grade K - 5	16	13	$103	$21,424
Meyer	Grade K - 5	12	13	$103	$16,068
Painter	Grade K - 5	12	14	$103	$17,304
Ryan STEAM	Grade K - 5	22	12	$103	$27,192
Subtotal for Art4Schools					***$191,992***

	Sessions	**Classrooms**	**Rate**	**Subsidy**	**District Cost**
Art4Schools Instruction	12	141	$103	$50,000	$141,992
Onsite Art Shows*	9		$1,200		$10,800
Program Cost to ARUSD					**$152,792**

** Optional Program Costs: if these components are declined, the January invoice will be adjusted.*

For these services, ARUSD will make payments to the Community School of Music and Arts in the total amount of **$152,792**

Due September 15, 2022 **$76,396**

Due January 15, 2023 **$76,396**

MEMORANDUM OF UNDERSTANDING: **ADDENDUM B**

Additional Program Information

I. Additional Information for Onsite Facilities Needs

Art4Schools Program

- All classrooms/teaching space will have adequate space for up to 30 students with tables and chairs for each student and a working sink.
- All schools will provide a separate teacher-preparation space which includes sink and power outlet access.
- All schools will provide secured storage space with shelving for art supplies as some CSMA program supplies will be stored onsite.
- All schools participating in the ceramics program component must have a kiln on campus which has been assessed for safety and reliable use by a third party before the start of the ceramics lessons. If no such kiln is available, a different 3D medium will be substituted.
- As Faculty are compensated on an hourly basis, schedules must reflect reasonable break times between classes of no more than 45 minutes or additional costs may apply.

II. Program Adaptation to School or Classroom Closures

- In the event of a school or classroom closure, CSMA will deliver flexible lesson units that may be delivered online or by pre-recording.
- The school or classroom teacher will work directly with the CSMA program managers to schedule virtual or pre-recorded sessions.

Additional MOU Special Covid-19 Provision
Effective August 1, 2022

Vaccination / Testing. CSMA agrees to the following COVID-19 vaccination/testing requirements with respect to any of CSMA employees and Instructors ("Applicable Worker(s)"):

III. Vaccination Provision

Before any Applicable Worker enters a School/District site to perform the Services, CSMA will verify that Any Applicable Worker:

Is Fully Vaccinated. "Fully Vaccinated" will mean that at least fourteen (14) days have elapsed from the final dose in the primary series of vaccination required for the particular type of COVID-19

vaccine administered to the Applicable Worker, and any booster, to the extent approved and required by public health guidelines.

For Any Applicable Worker who has requested and obtained an accommodation from CSMA from the above vaccination requirements based upon (i) a qualifying medical disability pursuant to the Americans with Disabilities Act (42 U.S.C. § 12101); or (ii) a sincerely held religious belief pursuant to the Civil Rights Act of 1964 (§ 7, 42 U.S.C. § 2000e et seq.), the Applicable Worker is subject to the COVID-19 testing requirements of the School/District.

CSMA will maintain written documentation reflecting verification of the testing/vaccination requirements and will attest to vaccination status to the School/District upon request.

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

9.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 23, 2022

Subject: **Think Together, Inc.-Preschool Program**

Staff Analysis: THINK Together in coordination with Alum Rock Union Elementary School District (ARUESD), will offer a comprehensive licensed preschool program at Adelante Dual Language Academy I and Adelante Dual Language Academy II, which meets the development needs of the children it serves. The program will focus on the whole child but will have a strong focus on social emotional learning, literacy and Math. It will operate as a full-day/full-year program for 246 days, and offer a 7-hour program that will serve up to 48 children.

Recommendation: Staff recommends the board approve the contract with THINK Together to provide the Alum Rock Union Elementary School District with a licensed preschool program for the 2022-2023 school year. Cost of the contract is $846,443.70, paid through the California State Preschool Program Grant.

Submitted by: Dr. Dianna Ballesteros DJB Title: Director, Early Learning

Approved by: Barbara Campbell BC Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommend Approval

9.05
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Early Learning (School/Dept.) VENDOR NO. 21410

PROGRAM MANAGER: Dr. Dianna Ballesteros

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

   Name of Individual/Company: THINK Together, Inc

   Address: 2101 East Fourth Street, Suite 200B City: Santa Ana State: CA Zip: 92705

   Phone: (714) 543-3807 ext.8659 Email Address: yecenia.cardenas@thinktogether.org

   SSN: _____ or Fed I.D. #: 33-0781751

   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:

   THINK Together in coordination with Alum Rock Union Elementary School District (ARUESD), will offer a comprehensive licensed preschool program at Adelante Dual Language Academy I and Adelante Dual Language Academy II, which meets the development needs of the children it serves. The program will focus on the whole child but will have a strong focus on social emotional learning, literacy and math. It will operate as a full-day/full-year program for 246 days, and offer a 7-hour program that will serve up to 48 children.

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:** $ 846,443.70 (describe rate agreement) not to exceed;THINK Together will invoice ARUESD monthly, from July 2022 to June 2023 at one-twelfth of the total fee per invoice.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
120-6105-	0-5815-00-0001-	1000-000050-281-	6100	$423,221.85	CSPP	
120-6105-	0-5815-00-0001-	1000-000050-286-	6100	$423,221.85	CSPP	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

MEMORANDUM OF UNDERSTANDING
Between
Alum Rock Union Elementary School District
And
THINK Together, Inc.

PURPOSE

The Memorandum of Understanding (MOU) that follows is a formal agreement between the Alum Rock Union Elementary School District (ARUESD) and THINK Together to provide California State Preschool Programs (CSPP) at two schools within the district.

SCOPE OF SERVICES

It is agreed that THINK Together will provide *preschool* services at Adelante Dual Language Academy and Adelante Dual Language Academy II. THINK Together in coordination with the ARUSD, will offer a comprehensive licensed preschool program, the Alum Rock School Readiness Program, which meets the developmental needs of the children it serves. The program will focus on the whole child but will have a strong focus on social emotional learning, literacy, and Math. The program will serve up to 48 children. The program will operate as a full-day full-year program for 246 days and offer a 7-hour program. THINK Together will secure and maintain in forced such permits and licenses as are required by law in connection with the furnishing of services pursuant to this MOU.

PAYMENT

Per the CSPP grant application that was awarded, ARUESD will pay to THINK Together an annual fee not to exceed **$846,443.70** (EIGHT HUNDRED FORTY-SIX THOUSAND, FOUR HUNDRED FORTY-THREE DOLLARS AND SEVENTY CENTS), to provide the services described above. THINK Together will invoice ARUESD in twelve equal monthly installments.

TERM

This Memorandum of Understanding shall become effective immediately when signed by both parties and remain in effect through June 30, 2023, renewable upon the agreement of both parties for the duration of the CSPP grant award.

TERMINATION

Unless otherwise terminated as provided below, this MOU shall continue in force during the Term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

If the ARUESD makes a good faith, reasonable determination that THINK Together is in default of its obligations under this MOU, ARUESD must provide THINK Together with a written request to cure the default. If the ARUESD reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the ARUESD shall have the right to immediately terminate this MOU upon written notification to THINK Together.

If at any time during the performance of this MOU the ARUESD determines, at its sole discretion, to suspend indefinitely or abandon the work under this MOU, the ARUESD shall have the right to terminate the performance of THINK Together's services hereunder by giving sixty (60) days written notification to THINK Together of its intention to terminate.

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INDEMNIFICATION
THINK Together shall indemnify, pay for the defense of, and hold harmless ARUESD and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of THINK Together's negligent or willful acts and or omissions in rendering any services hereunder. THINK Together shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning THINK Together or any employee of THINK Together and shall further indemnify, pay for the defense of, and hold harmless ARUESD of and from any such payment or liability arising out of or in any manner connected with THINK Together's performance under this MOU.

The ARUESD shall indemnify, pay for the defense of, and hold harmless THINK Together and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the ARUESD's negligent or willful acts and or omissions in relation to this MOU.

SUBCONTRACT AND ASSIGNMENT
Neither party shall assign its rights, duties, or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

INDEPENDENT CORPORATION STATUS
This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

CALIFORNIA LAW
This MOU shall be governed by and the rights, duties, and obligation of the parties shall be determined and enforced in accordance with the laws of the State of California.

AMENDMENT
This MOU may be amended only by written instrument signed by duly authorized representatives of the ARUESD and THINK Together.

NOTICES
Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

To: THINK Together, Inc.
2101 E. Fourth St, Suite B-200
Santa Ana, CA 92705

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

SEVERABILITY
The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.

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IN WITNESS THEREOF, THINK Together, Inc. and the Alum Rock Union Elementary School District have executed this Memorandum of Understanding as of the dates indicated below.

Dr. Hilaria Bauer
Superintendent
Alum Rock Union Elementary School District

Date

Randy Barth
Founder & CEO
THINK Together, Inc.

6.13.2022
Date

Doc ID: 8d5f53c28047f51ad16867a0a25ff7b2d641d915

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

9.06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 30, 2022

Subject: **Think Together Inc. ASES - contract for 2022-2023**

Staff Analysis: Think Together will provide after school services (in person and/or remotely) during the 2022-2023 school year. Vendor will provide homework assistance, academic support and enrichment activities (up to 84 ES and 112 K-8 students) at Adelante I, Hubbard, Linda Vista, McCollam, Russo, Painter, Aptitud, Meyer, Ryan and Lyndale. These services will be paid with ASES funds.

Recommendation: Staff recommends the Board of Trustees approve the contract with Think Together for after school services for the 2022-2023 School Year. Cost of contract $1,640,642.00

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

Approved by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommend Approval

9.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

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 Inc. - ASES

   Address: 2101 East Fourth Street Ste 200B City: Santa Ana State: CA Zip: 92705

   Phone: (714) 543-3807 Email Address: richard.tran@thinktogether.org

   SSN: _____ or Fed I.D. #: rbarth@thinktogether.org

   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:

   Think Together will delivery flexibility to services (remote or virtual) during 2022-2023 school year. Provider will render during/after school support for homework assistance, science, technology, art/math, enrichment, nutrition and organized physical activities to 10 schools. These services will be paid with ASES funds.

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:** $ 1,640,642.00 (describe rate agreement) _____

   Schools: Adelante, Hubbard, Linda Vista, McCollam, Russo, Painter, Aptitud, Meyer, Ryan and Lyndale.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	6010	0	5815	00	1110	1000	000000	360	1386	$1,640,642.00	JO 7/8/22

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

MEMORANDUM OF UNDERSTANDING
Between
Alum Rock Union School District
And
Think Together, Inc.

PURPOSE

The Memorandum of Understanding (MOU) that follows is a formal agreement between Alum Rock Union School District (herein referred to as "ARUSD" or "District") and Think Together to expand enrollment at After School Education and Safety (ASES) programs operating within the District. The goal of these programs is to develop integrated partnerships to deliver high-quality expanded learning opportunities that align with District priorities to help students improve academic performance, enhance health and wellness, and increase social-emotional capacity.

SCOPE OF SERVICES

It is agreed that Think Together will increase enrollment in ASES programs to accommodate student participation "slots". Slots will be allocated in increments of 20, according to the needs of the District, as determined by ARUSD. Think Together will hire additional Program Leaders to supervise the additional students, at a ratio of 1:20, and assign them accordingly under the supervision of ASES Site Coordinators. Program Leaders will meet the same minimum qualifications and be subject to the same screening as established in the ASES Services Agreement between ARUSD and Think Together. Think Together shall provide all of the necessary materials and supplies required to serve these additional students. ARUSD shall provide access to school facilities, including one additional classroom for each additional 20 students allocated to a given school site, and outdoor spaces suitable for conducting program activities. ARUSD shall work with the District's nutritional services program to ensure that all students receive a daily nutritious snack.

FEE FOR SERVICES

ARUSD shall pay to Think Together a fee not to exceed $195,000.00 (ONE HUNDRED NINETY FIVE THOUSAND DOLLARS) to accommodate up to 135 additional students in selected ASES programs, at $32,500 per 20 slots, above the maximum number currently funded by ASES grants.

Think Together shall invoice ARUSD monthly, over ten months, from August, 2022 through May, 2023. Each invoice shall be equal to 10% of the total fee.

TERM

This MOU shall become effective immediately when signed by both parties and remain in effect until both parties have fulfilled all obligations of this MOU or by June 30, 2023, whichever occurs first, and shall thereupon terminate.

TERMINATION

If the ARUSD makes a good faith, reasonable determination that Think Together is in default of its obligations under this MOU, ARUSD must provide Think Together with a written request to cure the default. If the ARUSD reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the ARUSD shall have the right to immediately terminate this MOU upon written notification to Think Together.

If at any time during the performance of this MOU the ARUSD determines, at its sole discretion, to suspend indefinitely or abandon the work under this MOU, the ARUSD shall have the right to terminate the

performance of Think Together's services hereunder by giving thirty (30) days written notification to Think Together of its intention to terminate and shall pay Think Together for all fees earned through the date of termination

INDEMNIFICATION
Think Together shall indemnify, pay for the defense of, and hold harmless ARUSD and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Think Together's negligent or willful acts and/or omissions in rendering any services hereunder. Think Together shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Think Together or any employee of Think Together and shall further indemnify, pay for the defense of, and hold harmless ARUSD of and from any such payment or liability arising out of or in any manner connected with Think Together's performance under this MOU.

The ARUSD shall indemnify, pay for the defense of, and hold harmless Think Together and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the ARUSD's negligent or willful acts and/or omissions in relation to this MOU.

SUBCONTRACT AND ASSIGNMENT
Neither party shall assign its rights, duties, or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

INDEPENDENT CORPORATION STATUS
This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

CALIFORNIA LAW
This MOU shall be governed by and the rights, duties, and obligation of the parties shall be determined and enforced in accordance with the laws of the State of California.

AMENDMENT
This MOU may be amended only by written instrument signed by duly authorized representatives of the ARUSD and Think Together.

SEVERABILITY
The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.

IN WITNESS THEREOF, Think Together, Inc. and the Alum Rock Union School District have executed this Memorandum of Understanding as of the dates indicated below.

Hilaria Bauer, Ph. D.

Superintendent
Alum Rock Union School District

Date

Randy Barth
CEO & Founder
Think Together, Inc

06 / 29 / 2022
Date

I. PARTIES AND EFFECTIVE DATE

This Agreement ("Agreement") is made on _____, 2022 (the "Effective Date"), between Alum Rock Union School District, a Local Education Agency ("LEA"), and Think Together, Inc., a California non-profit corporation ("THINK TOGETHER"), for the purpose of providing After School Education and Safety (ASES) Services.

Select all services that apply:

- ☐ K-8 Before/Afterschool Programs
- ☐ HS Before/Afterschool Programs
- ☐ Academic Intervention Programs
- ☐ ASES Expansion/Replication Programs
- ☐ Before School Enrichment Programs
- ☐ ELOP: Non-Instructional Days Programs
- ☐ ELOP: Multi-Provider Oversight & Mgmt
- ☐ Enrichment Academy Programs
- ☐ Intramural Sports Programs
- ☐ TK/UPK/Kinder Programs
- ☐ Licensed School-Age Care Programs
- ☐ Physical Education Programs
- ☐ Saturday Academy Programs
- ☐ State-Funded Preschool & Early Childhood Education Programs
- ☐ Summer Learning Programs
- ☐ Tutoring & Homework Center Programs
- ☐ Yard Duty Supervision Programs

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II. LOCATIONS AND TERM

The LEA is contracting with THINK TOGETHER for provision of comprehensive Expanded Learning Programming, as defined herein, at Adelante, Aptitud, Hubbard, Linda Vista, Lyndale, McCollam, Meyer, Painter, Ryan and Russo-McEntee Schools (collectively, the "School Sites") for the ASES programs. The term of this contract is July 1, 2022 to June 30, 2023 (the "Term"), coterminous with and subject to the District's receipt of its ASES grant and is subject to all provisions of the primary funding source cited above as well as any subsequent contract modifications or additional requirements by the California Department of Education ("CDE"). If this Agreement differs from the primary CDE ASES award, then this Agreement governs the understanding between the LEA and THINK TOGETHER.

III. SCOPE OF SERVICES

A. Fiscal Agent

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

B. Program Operations

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

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

THINK TOGETHER will have the following responsibilities in support of the ASES programs:

1. Coordinate the academic assistance, homework support, and enrichment portions of the ASES program at the School Site.
2. Hire, train, and supervise site staff, including the site coordinators and program leaders.
3. Provide workers' compensation insurance for THINK TOGETHER employees and agents as required by law.
4. Comply with all federal, state, and local laws and ordinances applicable to the work to be performed by THINK TOGETHER or its employees under this Agreement.

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5. Comply with the requirements of California Education Code § 45125.1 with respect to fingerprinting of employees who may have contact with the LEA's pupils. If at any time during the term of this Agreement THINK TOGETHER is either notified by the U.S. Department of Justice or otherwise becomes aware that any employee of THINK TOGETHER performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in California Penal Code § 667.5(c) or California Penal Code § 1192.7(c), respectively, THINK TOGETHER agrees to immediately notify the LEA and remove said employee from performing services on this Agreement. THINK TOGETHER shall require that all regular and substitute employees provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature prior to any of the THINK TOGETHER's employees, or those of any other consultants, coming into contact with the District's pupils. THINK TOGETHER shall keep a copy of said information in the employee file.
6. Provide all materials, tools, and instrumentalities required to perform the services under this Agreement, including curriculum developed by THINK TOGETHER as its intellectual property.
7. Participate in all cross training for site coordinators and site staff.
8. Complete site emergency plans and related staff training.
9. Maintain ongoing communication between THINK TOGETHER staff and school staff regarding student needs and progress, including but not limited to attendance at school-day meetings and/or one-on-one meetings with teachers.
10. Coordinate activities with school staff to assure program supports current academic goals of teachers and administrators.
11. Provide academic assistance and other activities specifically supporting classroom curriculum and academic goals.
12. Foster communication with and involvement of parents through parent orientations, parent handbook, development and distribution of periodic newsletters, and hosting, at a minimum, one parent orientation.
13. Recruit and train volunteers to lower the students/adult ratios in the program.
14. Work with the LEA to implement a comprehensive annual program evaluation plan. As required, attend, and participate in evaluation subcommittee meetings. Evaluation plan shall include but not be limited to attendance tracking, collection of teacher, parent and participant surveys, and data entry of survey results. Evaluation will be completed by THINK TOGETHER in accordance with CDE guidelines and submitted to the LEA a minimum of ten calendar days prior to CDE due dates.
15. Regularly attend and participate in scheduled governance and operations meetings.
16. Adhere to proper management and fiscal accountability practices including maintaining proper insurance coverage, compliance with employment laws, and utilization of an accrual method of accounting.
17. Provide documentation and findings of annual independent audits, in accordance with CDE requirements.
18. Retain source documents related to attendance tracking for not less than five years.
19. THINK TOGETHER shall collaborate with the LEA to make all reasonable best efforts to support the financial sustainability of the program by seeking and utilizing funds from public and private fundraising.

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IV. COMPENSATION

THINK TOGETHER will be paid 96% of the grant award from CDE ("THINK TOGETHER's Fee"), according to Attachment A ("Payment Schedule"), attached hereto. Timing and amounts of payments will be made according to the Payment Schedule, attached hereto. If the funds received from the CDE change, a pro-rata adjustment to the maximum amount available for payment to THINK TOGETHER will be made and a revised Payment Schedule will be submitted to the LEA. THINK TOGETHER's Fee will only be paid out of funds received by the LEA from the State. Notwithstanding the provisions above, any amount not timely paid by the LEA and not disputed in good faith shall accrue simple interest at a rate of 1% per month for any amount actually owing to THINK TOGETHER.

V. EVALUATION AND REPORTING

THINK TOGETHER agrees to supply the LEA with all reporting data explicitly required via written notification to the LEA by the CDE or U.S. Department of Education in advance of any deadlines. The LEA agrees to submit all reports required by the CDE or U.S. Department of Education in a timely manner in advance of deadlines and provide proof of submission to THINK TOGETHER. If the LEA prefers to have THINK TOGETHER submit reports directly to the CDE on the LEA's behalf, the LEA shall provide THINK TOGETHER access to its CDE "ASSIST" account.

The LEA will provide THINK TOGETHER with any pertinent grant-related communications within five working days of receipt from the CDE. THINK TOGETHER will comply with all document requests from the CDE in accordance Federal Program Monitoring requirements.

Additionally, THINK TOGETHER will:

- Provide monthly attendance and snack reports to the LEA five working days in advance of the deadline.
- Provide quarterly expenditure reports to the LEA five working days in advance of the deadline.
- Provide the Annual Outcomes Based Data for Evaluation report to the LEA ten working days prior to the deadline.

VI. DATA SHARING

The LEA agrees to comply with all reasonable requests by THINK TOGETHER and to provide access to all documents and electronic student data reasonably necessary for the performance of THINK TOGETHER's duties under this Agreement. THINK TOGETHER will abide by all applicable data privacy standards pursuant to law. [Education Codes 8421 (C) (i-ii), 8423 (D) (c) (6), and 8428 (b-e) for ASSETs. Education Codes 8484.8 4 (D) (6) for 21st CCLC. And Education Codes 8482.3 (c) (B2) (d) (1) (2) (f) 7)]

VII. FACILITY USAGE AND SNACK PROVISION

The LEA will provide THINK TOGETHER with access to and use of the LEA's facilities as necessary to meet the terms of this Agreement. To the extent possible, the LEA shall provide one classroom for every twenty students enrolled in the program and shall identify dedicated

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office space for each school's site coordinator. Additionally, LEA agrees to provide the required daily snack as required under the ASES grant. LEA facilities and supplied snacks shall be considered in-kind contributions toward meeting the ASES match requirement.

VIII. INDEPENDENT CONTRACTOR

THINK TOGETHER is and shall at all times be deemed to be an independent Contractor, and shall be responsible for determining the sequence, method, details, and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between the LEA and THINK TOGETHER or any of THINK TOGETHER's agents or employees. THINK TOGETHER assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. THINK TOGETHER, its agents, and employees shall not be entitled to any rights and/or privileges of the LEA's employees and shall not be considered in any manner to be the LEA's employees.

IX. MUTUAL INDEMNIFICATION

THINK TOGETHER shall indemnify, pay for the defense of, and hold harmless the LEA and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of THINK TOGETHER's negligent or willful acts and/or omissions in rendering any services hereunder. THINK TOGETHER shall assume full responsibility for payments of federal, state, and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning THINK TOGETHER or any employee of THINK TOGETHER and shall further indemnify, pay for the defense of, and hold harmless the LEA of and from any such payment or liability arising out of or in any manner connected with THINK TOGETHER's performance under this Agreement, except to the extent such liability is caused by the negligent or willful acts and/or omissions of LEA.

The LEA shall indemnify, pay for the defense of, and hold harmless THINK TOGETHER and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the LEA's negligent or willful acts and/or omissions in relation to this Agreement.

X. INSURANCE

During the entire term of this Agreement, THINK TOGETHER shall procure, pay for and keep in full force and effect the following types of insurance:

- Comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance with respect to the services provided by, or on behalf of, THINK TOGETHER under this Agreement. All insurance policies shall state the name of the insurance carrier and name the LEA as an additional insured. Liability insurance for

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sexual abuse, molestation, death, bodily injury and property damage shall be for no less than One Million dollars ($1,000,000) per occurrence, and Three Million dollars ($3,000,000) aggregate. THINK TOGETHER will name LEA and its officers, agents, and employees, individually and collectively as additional insureds.

- The policies of insurance described above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage described above shall be provided to the LEA prior to the commencement of services under this agreement. THINK TOGETHER agrees that it shall not cancel or change the coverage provided by the policies of insurance described above without first giving the LEA's Assistant Superintendent, Business Services, thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, THINK TOGETHER agrees to immediately provide the LEA true and correct copies of all new or revised certificates of insurance.

XI. ASSIGNABILITY

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by THINK TOGETHER without the prior written consent of the LEA.

XII. TERMINATION

Unless otherwise terminated as provided below, this Agreement shall continue in force during the Term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

If the LEA makes a good faith, reasonable determination that THINK TOGETHER is in default of its obligations under this Agreement, the LEA must provide THINK TOGETHER with a written request to cure the default. If the LEA reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the LEA shall have the right to immediately terminate this Agreement upon written notification to THINK TOGETHER.

At any time during the performance of this Agreement, either the LEA or THINK TOGETHER, at its sole discretion, shall have the right to terminate this Agreement by giving sixty (60) days written notification of its intention to terminate.

In the event that this Agreement is terminated as provided above, THINK TOGETHER shall be paid its fees earned in accordance with Payment Schedule through the date of termination, including a pro rata amount of the next payment that would have been made pursuant to Payment Schedule, based on the days in that payment period that occurred prior to termination. All cash deposits made by the LEA to THINK TOGETHER, if any, shall be refundable to the LEA in full upon termination of this Agreement unless specified to the contrary.

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XIII. CONFLICT OF INTEREST

The LEA acknowledges that THINK TOGETHER has invested and will continue to invest significant amounts of time, money, effort, and resources to recruit, hire, train, and supervise qualified employees to perform the Services required under this Agreement. The LEA further acknowledges that THINK TOGETHER has a legitimate expectation that its employees will continue their employment and career development with THINK TOGETHER during and after the Term of this Agreement, which gives THINK TOGETHER a significant business advantage. The LEA further acknowledges that during the Term of this Agreement, it will be entrusted with access to the personal contact data for employees of THINK TOGETHER who are assigned to render Services under this Agreement. The LEA acknowledges that these legitimate interests of THINK TOGETHER would be impaired if the LEA were to solicit and recruit THINK TOGETHER's personnel to leave their employment with THINK TOGETHER during or after the term of this Agreement. To protect these interests, the LEA agrees as follows:

A. No Solicitation of Employees

Each party hereto (for this purpose, a "Soliciting Party") agrees that for a period of six months after termination of this Agreement for any reason, such Soliciting Party (or any person acting on behalf of or in concert with such party) will not, without the prior written consent of the other party hereto (for this purpose, the "Employer Party"), directly or indirectly, solicit to employ any employee of the Employer Party with whom any employee of the Soliciting Party had contact with or became aware of in connection with the services performed under this Agreement; provided, however, that the foregoing shall not prevent either Soliciting Party from making general public solicitations for employment for any position or from employing any employee of the Employer Party who either responds to such a general solicitation for employment or otherwise contacts such party on his or her own initiative and without solicitation by such party in contravention of the above restriction.

XIV. ENTIRE AGREEMENT

This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by THINK TOGETHER and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except the LEA may unilaterally amend the Agreement to accomplish the changes listed below:

- Changes as required by law; and
- Changes required by CDE ASES grant provisions.

XV. SEVERABILITY

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If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

XVI. CALIFORNIA LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

XVII. AUTHORIZATION

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

XVIII. NOTICES

Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

To: Think Together, Inc.
2101 E. Fourth Street, Suite 200B
Santa Ana, CA 92705

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

To facilitate crisis management, LEA will provide to THINK TOGETHER the personal contact information of the Superintendent or his/her designee, as well as a secondary contact, so that they can be notified in the event of an incident that occurs outside of normal business hours or when school is not in session.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

Alum Rock Union School District (the "LEA")

By: _____
Signature

Hilaria Bauer, Ph. D.
Printed Name

Superintendent
Title

2930 Gay Avenue
Address

San Jose CA 95127
City State Zip

_____
Telephone Number

_____
Date

Think Together, Inc. ("THINK TOGETHER")

By: _____
Signature

Randy Barth
Printed Name

Founder & CEO
Title

2101 E. Fourth St. Suite 200B
Address

Santa Ana, CA 92705
City State Zip

714.543.3807
Telephone Number

_____
Date

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Attachment A

Alum Rock Union School District Payment Schedule

Contract Amount
THINK TOGETHER's Annual Fee: $1,640,642.00
Invoice Schedule
Ten monthly payments due on the first day of month, August to May of the 2022/23 school year, of $164,064.20 each

Expense Allocation Plan

Direct Service Expenses

Personnel

Position	Hourly Bill Rate
Site Coordinator	$38.00
Program Leader	$23.00

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

Operating

Category	Cost
Technology Services	$1,000.00 per site, per year
Elementary School Consumable Supplies	$300.00 per site, per month, plus $400.00 start-up allocation per site, per year
Middle/K8 School Consumable Supplies	$500.00 per site, per month, plus $800.00 start-up allocation, per site, per year

Administrative Expenses

Category	Cost
THINK TOGETHER Administrative Expense	10% of total expenses

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

Attendance Targets

Total ASES Funding	Required Present Records (Total funding / $10.18)	Total ADA (Present records/180 days)
$1,707,519.49	167,733	931.85

Projected Budget (2022-23)

10 Site Coordinators @ $38/hour x 38 hours/week x 52 weeks	$664,240
47 Program Leaders* @ $23/hour x 18.75 hours/week x 37 weeks	$815,156
Technology Services @ $1,000 per school x 10 schools	$10,000
7 Elementary School Consumables @ ($300/month x 10 mo.) + $400	$23,800
3 Middle/K8 School Consumables @ ($500/month x 10 mo.) + $800	$17,400
Total Direct Services	$1,530,596
Administrative Expense @ 10%	$153,060
Total Expenses	**$1,683,656**

Amount charged to District	***$1,640,642.00***
Cash Match Contributed by THINK TOGETHER	$43,014
Percentage of Grant Amount Allocated to Direct Services	89.70%

*Program Leaders estimated at 1 per 20 students ADA.

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Attachment B

DATA SHARING

ENSURING STUDENT SAFETY AND COMPLIANCE THROUGH PARTNERSHIPS

THINK TOGETHER DATA SHARING

Think Together is committed to student safety and confidentiality of student information and abides by all federal confidentiality records. Keeping students safe is our priority, and we believe that establishing a data sharing partnership with safety protocols is crucial to these efforts.

Over 30 years of combined experience with data and student safety	We currently share data with over 40 partners, ensuring student confidentiality	We maintain consistent communication with CDE to follow all CDE guidance	**Total Solutions Partner ensures all reporting is accurate and on time**

DATA SHARING AND STUDENT PRIVACY

STUDENT PRIVACY

Think Together ensures confidentiality of student records with all staff members with access to database

We comply with all state and federal regulations (ie. FERPA, AB1584, COPPA, SOPIPA)

AFFILIATE OF CALIFORNIA STUDENT PRIVACY ALLIANCE

- Current partner with California Student Privacy Alliance (CSPA)
  - 1115 districts participate to set standards of practice and expectations around student privacy
  - CSPA provides a common data sharing agreement to be used by all member partners

COMPLIANCE AND REPORTING TIMELINES

RESPONSIBILITY & ACCOUNTABILITY	THINK TOGETHER RESPONSIBILITIES
• **Data sharing agreement ensures easy reporting that LEA can upload into ASSIST***	• **Think Together will compile and run all necessary reports for grant compliance** ○ **ASES and 21st Century Community Learning Centers (CCLC)** ▪ Semi-Annual Attendance Reports (January and July) • Requires student demographics ▪ Annual Outcomes Based Data for Evaluation (September) • Requires student demographics and SSID ○ **21st CCLC Annual Performance Report** (Summer, Fall, Spring) ▪ Requires student attendance, student demographics (including FRPM, ELL and Special Education Status), Student Performance (GPA, suspensions, and state test scores)

*Think Together can also upload on your behalf

92705

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

9.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 30, 2022

Subject: **Think Together Inc. TK- 6th grade contract for 2022-2023 (ELOP)**

Staff Analysis: Think Together will provide Extended Learning Opportunities Program support for TK-6th grade at Adelante, Hubbard, Linda Vista, McCollam, Russo, Painter, Aptitud, Meyer, Ryan and Lyndale. Vendor will provide on-site/virtual support and will work with ARUSD to determine hours of service at each site.

Recommendation: Staff recommends the Board of Trustees approve the contract with Think Together - TK-6th grade (ELOP) for the 2022-2023 School Year. Cost of contract is $2,463,065.00

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

Approved by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommend Approval

9.07
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

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 Inc. - TK-6th grade (ELOP)

   Address: 2101 East Fourth Street Ste 200B City: Santa Ana State: CA Zip: 92705

   Phone: (714) 543-3807 Email Address: richard.tran@thinktogether.org

   SSN: _____ or Fed I.D. #: rbarth@thinktogether.org

   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:

   Think Together will provide Extended Learning Opportunities Program support for TK-6th grade at Adelante, Hubbard, Linda Vista, McCollam, Russo, Painter, Aptitud, Meyer, Ryan and Lyndale. Vendor will provide on-site/virtual support and will work with ARUSD to determine hours of service at each site.

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:** $2,463,065.00 (describe rate agreement) Hubbard, Linda Vista and Russo paid by "SJ Learns" Grant, Adelante, McCollam, Painter, Aptitud, Meyer, Ryan and Lyndale paid by LCAP and ELOP funds.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	000000	360	5050		
060	9010	0	5815	00	1110	1000	000000	305	2109		
060	2600	0	5815	00	1110	1000	020200	360	7392		

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

MEMORANDUM OF UNDERSTANDING
Between
Alum Rock Union School District
And
Think Together, Inc.

PURPOSE
The Memorandum of Understanding (MOU) that follows is a formal agreement between Alum Rock Union School District (herein referred to as "ARUSD" or "District") and Think Together to expand enrollment at After School Education and Safety (ASES) programs operating within the District. The goal of these programs is to develop integrated partnerships to deliver high-quality expanded learning opportunities that align with District priorities to help students improve academic performance, enhance health and wellness, and increase social-emotional capacity.

SCOPE OF SERVICES
It is agreed that Think Together will increase enrollment in ASES programs to accommodate student participation "slots". Slots will be allocated in increments of 20, according to the needs of the District, as determined by ARUSD. Think Together will hire additional Program Leaders to supervise the additional students, at a ratio of 1:20, and assign them accordingly under the supervision of ASES Site Coordinators. Program Leaders will meet the same minimum qualifications and be subject to the same screening as established in the ASES Services Agreement between ARUSD and Think Together.

It is further agreed that Think Together will provide Kindergarten Academies services for up to 400 Transitional Kindergarten/Kindergarten (TK/K) students across 10 school sites for up to seven hours per day over 180 program days. Think Together will assign 40 Part-time Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 10 students (1:10). Each site will be supervised by a Site Coordinator, supported by a Site Assistant. The project will be managed by a Quality Assurance Coach. 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.

Think Together shall provide all of the necessary materials and supplies required to serve these additional students. ARUSD shall provide access to school facilities, including one additional classroom for each additional 20 students allocated to a given school site, and outdoor spaces suitable for conducting program activities. ARUSD shall work with the District's nutritional services program to ensure that all students receive a daily nutritious snack.

FEE FOR SERVICES
ARUSD shall pay to Think Together a fee not to exceed $2,463,065 (TWO MILLION, FOUR HUNDRED SIXTY-THREE THOUSAND, SIXTY-FIVE DOLLARS) to accommodate up to 135 additional students in selected ASES programs, at $32,500 per 20 slots ($195,000), above the maximum number currently funded by ASES grants, plus 400 Kindergarten Academy students ($2,268,065).

Think Together shall invoice ARUSD monthly, over ten months, from August, 2022 through May, 2023. Each invoice shall be equal to 10% of the total fee.

TERM
This MOU shall become effective immediately when signed by both parties and remain in effect until both parties have fulfilled all obligations of this MOU or by June 30, 2023, whichever occurs first, and shall thereupon terminate.

TERMINATION
If the ARUSD makes a good faith, reasonable determination that Think Together is in default of its obligations under this MOU, ARUSD must provide Think Together with a written request to cure the default. If the ARUSD reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the ARUSD shall have the right to immediately terminate this MOU upon written notification to Think Together.

If at any time during the performance of this MOU the ARUSD determines, at its sole discretion, to suspend indefinitely or abandon the work under this MOU, the ARUSD shall have the right to terminate the performance of Think Together's services hereunder by giving thirty (30) days written notification to Think Together of its intention to terminate and shall pay Think Together for all fees earned through the date of termination

INDEMNIFICATION
Think Together shall indemnify, pay for the defense of, and hold harmless ARUSD and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Think Together's negligent or willful acts and/or omissions in rendering any services hereunder. Think Together shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Think Together or any employee of Think Together and shall further indemnify, pay for the defense of, and hold harmless ARUSD of and from any such payment or liability arising out of or in any manner connected with Think Together's performance under this MOU.

The ARUSD shall indemnify, pay for the defense of, and hold harmless Think Together and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the ARUSD's negligent or willful acts and/or omissions in relation to this MOU.

SUBCONTRACT AND ASSIGNMENT
Neither party shall assign its rights, duties, or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

INDEPENDENT CORPORATION STATUS
This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

CALIFORNIA LAW
This MOU shall be governed by and the rights, duties, and obligation of the parties shall be determined and enforced in accordance with the laws of the State of California.

AMENDMENT
This MOU may be amended only by written instrument signed by duly authorized representatives of the ARUSD and Think Together.

SEVERABILITY

The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.

IN WITNESS THEREOF, Think Together, Inc. and the Alum Rock Union School District have executed this Memorandum of Understanding as of the dates indicated below.

Hilaria Bauer, Ph. D.

Superintendent
Alum Rock Union School District

Date

Randy Barth
CEO & Founder
Think Together, Inc

06 / 29 / 2022
Date

think TOGETHER

July 5, 2022

ALUM ROCK UNION SCHOOL DISTRICT
Think Together Kindergarten Academies

Background
Alum Rock Union School District (ARUSD) has solicited Think Together to provide Kindergarten Academies services during the 2022/23 school year. This proposal responds to that request.

Scope of Work
Think Together will provide Kindergarten Academies services for up to 400 Kindergarten students across 10 school sites for up to seven hours per day over 180 program days. Think Together will assign 40 Part-time Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 10 students (1:10). Each site will be supervised by a Site Coordinator, supported by a Site Assistant. The project will be managed by a Quality Assurance Coach. 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 **$2,268,065** to deliver the scope of work described above.

Personnel

40 Program Leaders	$1,611,360
10 Site Coordinators	$85,190
10 Site Assistants	$111,240
1 Quality Assurance Coach	$87,610
Total Personnel	**$1,895,400**

Operating

Curricula and Supplies	$76,830
Administrative Fee	$295,835
Total Operating	**$372,665**
Total Project Cost	**$2,268,065**

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

9.08

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 30, 2022

Subject: **YMCA of Silicon Valley - ASES contract for 2022-2023**

Staff Analysis: YMCA of Silicon Valley will provide after school services (in person and/or remotely) during the 2022-2023 school year. Vendor will provide homework assistance, academic support and enrichment activities (up to 84 ES and 112 K-8 students) at LUCHA, Adelante II, Cassell, Cureton, and San Antonio school sites. These services will be paid with ASES funds.

Recommendation: Staff recommends the Board of Trustees approve the contract with YMCA or Silicon Valley for after school services for the 2022-2023 School Year. Cost of contract $732,412.00

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

Approved by: Barbara Campbell BC Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommend Approval

9.08
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

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

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 - ASES

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

   Phone: (408) 298-1717 Email Address: Angela.Rodriguez@ymcasv.org

   SSN: _____ or Fed I.D. #: mhaughey@ymcasv.org

   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:

   YMCA of Silicon Valley will provide services (in person and /or hybrid) during 2022-2023 school year. After school services will include science, techonology, art/math, enrichment, nutrition & organized physical activities at LUCHA, Adelante II, Cassell, Cureton and San Antonio school sites. These services will be paid with ASES funds.

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:** $732,412.00 (describe rate agreement) LUCHA - $146,502 Adelante II - $145,916 Cassell - $145,502 Cureton - $146,502 San Antonio $146,990.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS OFC Initials
060	6010	0	5815	00	1110	1000	000000	360	1386	$732,412.00	7/8/22

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

AGREEMENT
BETWEEN
Alum Rock Union School District
AND
The YMCA of Silicon Valley

AFTER SCHOOL EDUCATION AND SAFETY PROGRAMS
FOR SCHOOL YEAR 2022-2023

This Agreement is made and entered into this _____ day of _____, 2022 by and between **the ALUM ROCK UNION SCHOOL DISTRICT**, a Local Education Agency (LEA) and **YMCA OF SILICON VALLEY**, a California non-profit public benefit corporation operating at 80 Saratoga Ave., Santa Clara, CA 95051 ("CONTRACTOR").

RECITALS

A. LEA is the recipient of the After School Education and Safety Program ("State Grant or "ASES Program") from the State of California Department of Education ("State").
B. CONTRACTOR has the necessary professional expertise and skill to provide education, literacy, arts, nutrition, recreation and enrichment components of the after school program in accordance with the State Grant.
C. CONTRACTOR has the necessary professional expertise and skill to provide grant administrative services in accordance with the State Grant.
D. LEA and CONTRACTOR desire to enter into an Agreement to set forth CONTRACTOR'S responsibilities with respect to administration of the LEA's State Grant.
E. CONTRACTOR is subject to the terms and conditions of this Agreement and the LEA's agreements with the State for the State Grant.
F. LEA's Director of Instruction is charged with the administration of this Agreement.

In view of the above, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT. August 1, 2022
The term of this Agreement shall commence on ~~**July 1, 2022**~~ ("Commencement Date") and shall expire on **June 30, 2023**, unless extended or sooner terminated in accordance with the terms of this Agreement. Regardless of the date of execution of this Agreement, this Agreement is effective as of the Commencement Date.

SECTION 2. STATE GRANT REQUIREMENTS.
CONTRACTOR acknowledges and agrees that funding for the ASES Program is subject to the requirements and restrictions of the State Grants. CONTRACTOR shall abide by the terms of the State Grant(s), copy(ies) of which is (are) attached as Appendix 1. CONTRACTOR also acknowledges and agrees that the State may issue additional requirements related to the expenditure of the State Grant, or funding of the

State Grant or the operation the program. CONTRACTOR agrees to abide by such additional requirements.

SECTION 3. LEA'S REIMBURSEMENT TO CONTRACTOR.
CONTRACTOR acknowledges that LEA will receive State Grant funds to operate the program. LEA will reimburse CONTRACTOR for approved expenses from State Grant funds in an amount up to and not to exceed **$732,412.00** according to the schedule set forth in EXHIBIT B, entitled "REIMBURSEMENT AND REPORTING SCHEDULE" and as set forth in EXHIBIT C, entitled "SITE BUDGET BREAKDOWN" and "ADMINISTRATIVE BUDGET BREAKDOWN."

SECTION 4. MATCHING CONTRIBUTION.
As a condition to LEA'S grant of the amounts set forth herein, LEA shall obtain matching funds and/or in-kind services to support the operation of the program at a ratio of 33% of the contracted amount for this site funded under the State Grant as specified under this section. LEA matching funds may include in-kind facility costs up to 25% of the total match requirement.

SECTION 5. FUNDING RESTRICTIONS.
CONTRACTOR acknowledges that reimbursement of approved expenses is contingent upon receipt of the direct grant allocations specified by the State Grant (65%, 25% and 10% based on State schedule and reporting procedures). The amount of a grant will be based on the number of students a program will serve, the number of days a program will operate, and the rate per pupil. The daily rate per pupil is $10.88 for an after school component.

A. The funding for this program is calculated for a minimum of 180 days of operation and enrollment of a minimum of 72 students. CONTRACTOR further acknowledges that not meeting the required attendance level (as specified in Exhibit A) will result in CONTRACTOR's reimbursements being reduced, as more particularly described in Subsection C below

B. Each party will ensure direct expenditures fall within 85% of the total grant award. Administrative expenses will fall within 15% of the total grant award. If CONTRACTOR is in doubt if an expense is subject to reimbursement, a CONTRACTOR representative shall first contact LEA or Region V Consultant prior to incurring the cost.

C. Funding through the State Grant is based on the number of students participating in the program. Programs must meet a minimum of 85% of the projected attendance (72 students/180 days elementary) If the State determines that the reimbursed funds to CONTRACTOR are in excess of the amount warranted due to the site serving fewer student participants than projected, or any other reason, State law allows the State to require a refund in an amount equal to that overpayment.

D. If CONTRACTOR serves more participants than the minimum specified in the Projected Attendance, no additional funds will be awarded through the State Grant.

E. Notwithstanding Subsection D above, CONTRACTOR acknowledges and agrees that LEA may adjust CONTRACTOR's Projected Attendance in compliance with State rules and allowances.

SECTION 6. LEA'S RESPONSIBILITIES.
LEA agrees to provide the services as set forth in the attached EXHIBIT D, entitled "LEA'S RESPONSIBILITIES."

SECTION 7. CONTRACTOR'S RESPONSIBILITIES.
CONTRACTOR agrees to provide the services at school sites set forth in the attached Exhibit A, as set forth in the attached EXHIBIT E, entitled "CONTRACTOR'S RESPONSIBILITIES." CONTRACTOR agrees to provide the administrative services set forth in the attached Exhibit E.

SECTION 8. RELATIONSHIP OF PARTIES.
Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between CONTRACTOR and LEA. Each party acknowledges and agrees that it neither has, nor will give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

SECTION 9. FINANCIAL REPORTS/LEA'S RIGHT TO AUDIT.

A. CONTRACTOR, in accordance with the schedule set forth in EXHIBIT B, shall submit to LEA's Director or his/her designee financial reports as more particularly described in EXHIBIT B.

B. CONTRACTOR shall establish and maintain, in accordance with generally accepted accounting principles, a complete record of all financial transactions related to this Agreement.

C. CONTRACTOR agrees that the LEA or any of their duly authorized representatives, upon reasonable advance notice to CONTRACTOR, shall have access and the right, to examine and audits the CONTRACTOR's financial records relating to the performance of this Agreement, including all contracts, subcontracts, invoices, payrolls, conditions of employment, materials and all other data or financial records relating to matters covered by this Agreement. CONTRACTOR agrees that LEA's authorized representatives, at any time, upon reasonable advance notice to CONTRACTOR, during normal business hours, shall have access to and right to examine the offices and facilities engaged in performance of this Agreement.

D. CONTRACTOR further agrees that such right of LEA to examine or audit shall continue for five (5) years after the expiration or termination of this Agreement, or for such longer period, if any, as is required by applicable law. CONTRACTOR shall preserve and make available its records (a) until the expiration of five (5) years from the date of expiration or sooner termination of this Agreement, or (b) for such longer period, if any, as is required by applicable law.

E. CONTRACTOR agrees to submit copies of documentation required by the State that support LEA's direct grants in accordance with the Reporting Schedule shown in EXHIBIT B.

F. CONTRACTOR is responsible for repayment to LEA of any disallowed cost. Disallowed costs may be identified through audits, monitoring or other sources of information that become available to LEA. Disallowed costs are any expenditures that are not made in compliance with the terms of this Agreement.

SECTION 10. EMPLOYEES/VOLUNTEERS.

A. Any and all personnel employed or volunteers retained by CONTRACTOR in conducting the operations of CONTRACTOR's services shall be qualified to perform the duties assigned to them by CONTRACTOR. CONTRACTOR's personnel shall be neatly attired, clearly and visibly distinguishable as After School staff and shall conduct themselves at all times in a courteous and businesslike manner.

B. Any and all personnel employed as site-based After School staff shall meet the requirements of the LEA Instructional Assistant, including educational units, if they are considered part of the 1:20 minimum ratio and directly supervising the students. This requirement is negotiable based on school site Title 1 status and NCLB requirements. LEA and CONTRACTOR will review this requirement upon acknowledgement of inability to hire qualified staff.

C. CONTRACTOR represents and warrants to LEA that any personnel employed or volunteer retained by CONTRACTOR to teach Workshops in which minors are participants shall not have any criminal record for offenses related to the possession or use of controlled substances, sex offenses or any criminal offense involving violence.

D. CONTRACTOR shall, prior to implementation of the services, comply with the employee/volunteer clearance verification requirements as set forth in the attached EXHIBIT F. entitled "EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION". All staff will be fingerprinted and TB tested prior to implementation of services.

11. COMPLIANCE WITH ALL LAWS/ BACKGROUND CHECKS/ REPORT OF CHILD ABUSE AND NON-DISCRIMINATION.

A. CONTRACTOR shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

B. CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR'S business.

C. Without limitation of any other provision herein, if the services provided hereunder (i) involve direct contact with minors or if minors are supervised as a part of the services provided hereunder, or (ii) if services provided hereunder include services in the human services field and involve the care and security of children, the elderly, the handicapped, or the mentally impaired, then CONTRACTOR represents and warrants to LEA that prior to

services being provided hereunder by any personnel or volunteers retained by CONTRACTOR that the CONTRACTOR has or will conduct a criminal background check as provided in California Penal Code Section 11105.3 and has or will verify prior to services being provided that the personnel or volunteers do not have any criminal record for the offenses listed in California Penal Code Section 11105.3, which include certain offenses related to the possession or use of controlled substances, sex offenses or any criminal offense involving violence.

D. CONTRACTOR shall comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq.
E. If the services provided by CONTRACTOR hereunder occur on school facilities at any time, CONTRACTOR shall also conduct background checks in compliance with the California Education Code, including without limitation, Ed. Code Section 44237 and Ed. Code Section 45125.1
F. CONTRACTOR shall also request subsequent arrest service from the Department of Justice as provided under Section 11105.2 of the Penal Code.
G. CONTRACTOR shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin in connection with or related to the performance of this Agreement.
H. All YMCA Personnel will be First Aid & CPR Certified (this includes the Epi Pen Training).

SECTION 12. MONITORING AND EVALUATION.

A. In accordance with State Grant requirements, CONTRACTOR shall furnish all data, statements, records, information, and reports necessary for LEA to monitor, review and evaluate the program. CONTRACTOR shall submit to LEA's Director the attendance and evaluation reports as described in EXHIBIT B. LEA agrees to participate in a statewide evaluation process as determined by CDE and the CONTRACTOR agrees to provide all information and prepare all documents in a timely manner.
B. CONTRACTOR shall be responsible for all administration regarding the grant reporting on a schedule determined by the State.
C. CONTRACTOR acknowledges that the State may modify reporting requirements. CONTRACTOR and LEA agree to abide by State's reporting requirements as they are developed and disseminated to LEA. LEA will notify CONTRACTOR of such modifications in accordance with Section 16.
D. During fiscal year 2022-2023, CONTRACTOR shall measure its performance using the performance measures specified in EXHIBIT A. For the purposes of this Agreement, all performance measures are considered baseline data.
E. CONTRACTOR shall attend any necessary meetings/training session(s) conducted by LEA to assist CONTRACTOR in its completion of the evaluation requirements included in this Section of the Agreement.

F. CONTRACTOR acknowledges and agrees that CONTRACTOR's future funding, pending appropriation of funds by LEA, may be determined based on the results of the evaluation process described in this Section. LEA, with input from the CONTRACTOR, shall use the resulting evaluation data for review of CONTRACTOR's current performance and develop future performance targets. Overall program data shall be used in setting minimum expected levels of performance for each eligible service.

G. CONTRACTOR acknowledges and agrees that LEA reserves the right to conduct a minimum of one site visit each year to monitor each site. These visits will be conducted to identify program components, strategies, or methods which are yielding positive results, to collect information, which will assist staff to provide technical assistance, and to ensure that services provided meet grant requirements, satisfy community needs and are delivered cost effectively.

SECTION 13. INSURANCE.

CONTRACTOR shall, prior to implementation of the Services, comply with the insurance requirements set forth in the attached EXHIBIT G, entitled "Insurance." Payment of any compensation to CONTRACTOR is subject to CONTRACTOR's compliance with this Section.

SECTION 14. INDEMNIFICATION AND HOLD HARMLESS.

CONTRACTOR shall defend, indemnify, and hold harmless LEA, its Board members, officers, employees, and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability on account of damage of property or injury to or death of persons arising out of or resulting in any way from work performed in connection with this Agreement attributable to the willful misconduct or negligent acts (active or passive) or omissions by CONTRACTOR, its officers, employees, or agents.

LEA shall defend, indemnify, and hold harmless CONTRACTOR, its Board members, officers, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability on account of damage of property or injury to or death of persons arising out of or resulting from the willful misconduct or negligent acts (active or passive) or omissions by LEA, its officers, employees, or agents.

All obligations under this section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.

SECTION 15. SUSPENSION OR TERMINATION OF AGREEMENT.

A. LEA, through LEA's Director, may at any time during the term of this Agreement, suspend or terminate reimbursement to CONTRACTOR, in whole or in part, in the event of any of the following occurrences:

1. If CONTRACTOR has made or makes any material misrepresentation of any nature with respect to any information or statements furnished to LEA in connection with this Agreement.
2. If there is pending litigation with respect to the performance by CONTRACTOR of any of its obligations under this Agreement, which may materially jeopardize or adversely affect the undertaking of or carrying out of the program.
3. If CONTRACTOR fails to comply with any of the material terms of this Agreement, including but not limited to:
    a. The program closes or is in danger of closing due to insufficient attendance or lack of adequate facility usage.
    b. Required staffing level according to the State Grant is not met and is not expected to be met through the combined efforts of the LEA and CONTRACTOR.
    c. CONTRACTOR fails to comply with any requirement of the State Grant.
4. If CONTRACTOR applies for, or consents to, or acquiesces in the appointment of a receiver, trustee, liquidator or custodian for all or part of its property; or if CONTRACTOR files a voluntary petition in bankruptcy or petition or an answer seeking liquidation or reorganization under the Bankruptcy Code or any other law related to bankruptcy or insolvency or relief of debtors.

B. Either LEA or CONTRACTOR may terminate this Agreement for any reason and without cause upon thirty (30) days written notice to the other party.

C. In the event of termination or suspension CONTRACTOR shall be responsible for expenses up to termination of this Agreement. In accordance with this Agreement, LEA will reimburse CONTRACTOR for the period prior to termination or suspension, provided that CONTRACTOR is in compliance with the provisions of this Agreement.

SECTION 16. NOTICES.

Any communication or notice which either party is required or desires to send to the other, shall be in writing and shall be either personally delivered or mailed in the United States mail, postage prepaid, to the LEA and CONTRACTOR as set forth below:

LEA: Director of Instruction
Alum Rock Union School District
2930 Gay Ave
San Jose, CA 95127

CONTRACTOR: YMCA of Silicon Valley
Sr. Vice President of Operations
80 Saratoga Ave
Santa Clara, CA 95051

Either party may change its address by sending notice of the new address to the other party pursuant to this Section.

SECTION 17. ASSIGNABILITY

This Agreement shall not be delegated or assigned by CONTRACTOR nor shall any of the Scope of Services be subcontracted to third parties without approval from LEA. Any attempted assignment of such rights or delegation of duties, either voluntary, or by operation of law, made without LEA's advance written consent shall be voidable at LEA's option.

SECTION 18. AMENDMENTS

Unless otherwise authorized by this Agreement, amendments to the terms and conditions of this Agreement shall be requested in writing by the party desiring such revision, and any such adjustment to this Agreement shall be effective only upon the mutual agreement in writing of the parties.

SECTION 19. INTEGRATED DOCUMENT

This Agreement including its attachments embodies the entire agreement between the LEA and CONTRACTOR concerning the terms and conditions of their relationship. The parties intend that this Agreement shall supersede any and all prior written and/or oral agreements, including any conversations between any officer, agent or employee of LEA and that of CONTRACTOR, none of which shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement.

SECTION 20. SEVERABILITY OF PROVISIONS

If any part of this Agreement is for any reason found to be unenforceable by a court of competent jurisdiction, the parties agree that all other parts not so affected shall nevertheless remain enforceable. LEA and CONTRACTOR agree that to the extent that the exclusion of any unenforceable provisions from this Agreement affects the purpose of this Agreement, then the parties shall negotiate an adjustment to this Agreement in order to give full effect to the purpose of this Agreement or either party may terminate this Agreement.

SECTION 21. GOVERNING LAW/VENUE

LEA and CONTRACTOR agree that the law governing this Agreement shall be that of the State of California. In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

SECTION 22. WAIVER

The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waver or a waiver of any subsequent breach of that or any other provision of this Agreement. In no event shall any payment by LEA or acceptance of payment by CONTRACTOR constitute or be construed to be a waiver by

LEA or CONTRACTOR of any breach of this Agreement or any default which may then exist on the part of LEA or CONTRACTOR, and the making of such payment or the acceptance of any such payment while any such breach or default exists shall in no way impair or prejudice any right or remedy available to LEA or CONTRACTOR with respect to such breach or default.

SECTION 23. ACKNOWLEDGEMENT OF LEA

CONTRACTOR shall acknowledge the support of LEA in all written documents and information materials concerning the Program, including, but not limited to, flyers, newsletters, brochures, banners, apparel, and promotional items. The final format of CONTRACTOR's acknowledgement of LEA's contribution shall be reviewed and approved by LEA prior to distribution or publication.

SECTIOIN 24. CONFIDENTIALITY

CONTRACTOR acknowledges and agrees that all information, work in progress, trade secrets, or other secret or confidential information related to the business or projects of LEA, 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 Agreement 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 Agreement, 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 LEA 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.

SECTION 25. MISCELLANEOUS PROVISIONS.

A. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.

B. Where this Agreement refers to LEA and no officer of the LEA is named, LEA's Director shall have the authority to act on LEA's behalf.

C. This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and the parties hereto do not intend to create any third parties beneficiaries as a result of this Agreement. No third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

D. The following documents are attached to this Agreement, Are incorporated by referenced herein as though fully set forth, and are deemed a part of this Agreement:

Appendix 1	Copy (ies) of State Grant
Exhibit A	SCHOOL SITES, PROJECTED ATTENDANCE AND PERFORMANCE MEASURES
Exhibit B	REIMBURSEMENT AND REPORTING SCHEDULE
Exhibit C	LEA'S RESPONSIBILITIES
Exhibit D	CONTRACTOR'S RESPONSIBILITIES
Exhibit E	EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION
Exhibit F	INSURANCE

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

APPROVED AS TO FORM:

Alum Rock Union School District, LEA

_____

Dr. Hilaria Bauer
Superintendent

YMCA OF SILICON VALLEY, a California nonprofit public benefit corporation

Mary Haughey

_____

Mary Hoshiko Haughey, COO
Jim Hori
President and CEO

Doc ID: abe6d311927cab9d8e8470eaa29991ff84b10a71

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

School Sites and Projected Attendance:
CONTRACTOR will provide an After School Education and Safety program at the sites listed below in accordance with the Projected Attendance. Programs must operate every day school is in session. Comprehensive programs shall include tutoring, homework assistance, literacy, recreation and sports, arts, nutrition, and enrichment activities to elementary and middle school students. Also described are required minimum attendance levels. Evaluation performance measures will be based on the requirements from CDE. Program start date: First Day of School – August 2023

Name of Site	Projected Annual Attendance	Minimum Required Daily Attendance	Maximum Reimbursed Daily Attendance	Days Of Operation
LUCHA	15,120	54	72	180
Adelante II	15,120	54	72	180
Cassell	15,120	54	72	180
Cureton	15,120	54	72	180
San Antonio	15,120	54	72	180

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

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

EXHIBIT B
REIMBURSEMENT AND REPORTING SCHEDULE

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

Name of School site	Total amount of contract for site
LUCHA	$ 146,502
Adelante II	$ 145,916
Cassell	$ 146,502
Cureton	$ 146,502
San Antonio	$ 146,990
Total	$732,412

A. Payment Schedule

The Contractor will submit a monthly invoice to the LEA on or about the 15th of the month following service. Payment will be issued to Contractor within 30 days after receipt of the monthly invoice. Contractor will submit the invoice with documented direct and indirect expenses. Maximum contract amount: $732,412.00

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

CONTRACTOR will be reimbursed by the direct grant not greater than the expenses approved by LEA and incurred by CONTRACTOR at each school site. The second direct payment (25%) will be made to the CONTRACTOR after the receipt of the funds contingent on the successful reporting by the CONTRACTOR for the mid-term report. The final total payment to CONTRACTOR will be the final 10% allowed for each school site for the 2022-2023 school year. The final payment will be made to the CONTRACTOR upon receipt of the direct grant after the satisfactory completion of the close out report for the school year.

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

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

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

B. Reporting Schedule and Description of Required Reports

1. Program attendance reports are created based on State reporting schedule twice a year: January 31, 2023 and July 31, 2023.
2. An expenditure report in a format specified by the State shall be submitted to the State based on the State reporting schedule. Additional expenditure reports will be submitted to the LEA based on the direct grant schedule. For the purposes of this Agreement, the State schedule is below:

October 31,2022
January 31, 2023
April 30, 2023
July 31, 2023
October 15, 2023 Final Report

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

3. CONTRACTOR shall submit to LEA the final year-end close out report no later than October 10, 2023.

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

EXHIBIT C
LEA'S RESPONSIBILITIES

LEA will provide the following services:

1. Assist CONTRACTOR with the promotion of the program, the identification of students for targeted enrollment and the engagement of principals at identified schools;

2. Conduct an orientation for School Site staff and faculty at each program site;

3. Provide STAR testing results according to the State guidelines as they are developed for the close-out report.

4. Provide facilities (and all collateral expense; e.g. janitorial, utilities, space).

5. Provide snack meeting USDA requirements for the afterschool program.

6. Conduct site visits. to ensure programs are meeting educational goals for the students

7. Recruit a teacher liaison for the program at each school site, and

8. Ensure on-line access at the school site to enable the Site Director to post attendance records daily.

EXHIBIT D
CONTRACTOR'S RESPONSIBILITIES

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

1. Operate and carry out the ASES Program from school release time through 6:00 p.m. during weekdays excluding school holidays (some school holidays may have programs to meet attendance and expense numbers);

2. Provide a site coordinator, and any additional staff required to meet the State's 1:20 staff-to-participant ratio. CONTRACTOR shall submit a staffing plan to LEA for all employees and volunteers at each program site. Plan shall include names, job titles, and hours scheduled to work. CONTRACTOR shall submit; updated plan within two weeks following any change in staffing;

3. CONTRACTOR shall provide educational academic activities pursuant to the grant program requirements.

4. CONTRACTOR shall provide educational enrichment activities pursuant to the grant program requirements.

5. Provide all registration materials, in two languages if required by LEA;

6. Submit reports, invoices and documentation as specified in EXHIBIT B;

7. Manage expenses within the parameters of the State Grant.

8. Prepare all State reports in accordance with State reporting requirements and schedule;

9. Sign in and sign out students, on a daily basis;

10. Create program policies for the protection of students and staff as well as standard operating procedures;
    - Sign in and out procedures
    - Early release policies
    - Bathroom policies
    - Child Abuse Prevention
    - Transportation

11. Ensure that completed original copies of registration forms are on file at

the program site and copies are held at the administrative office;

12. Coordinate recruitment and retention of program participants;

13. Recruit, screen and hire all staff in accordance with State Grant and LEA requirements;

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

15. Conduct evaluations of the program at each site according to the State guidelines :

16. CONTRACTOR will attend meetings and select trainings provided by the Region V Afterschool and Healthy Start Partnership. In addition, site coordinators are required to meet with the principal, teachers, site council, and other school staff on a regular basis;

17. CONTRACTOR shall coordinate with other LEA-funded programs at each site in order to avoid duplication of services and,

18. Conduct monthly meetings with site coordinators and program directors to provide necessary trainings, sharing of program ideas, and reporting on best practices.

19. Conduct monthly meetings with site coordinators and program directors to provide necessary trainings, sharing of program ideas, and reporting on best practices.

20. CONTRACTOR will assist LEA with the development and writing of the ASES program plan.

21. CONTRACTOR will assist with the state's Categorical Program Monitoring but maintaining accurate records and participating in site visit or ongoing review process.

9.09

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 30, 2022

Subject: **YMCA of Silicon Valley – TK-5th grade contract for 2022-2023 (ELOP)**

Staff Analysis: YMCA will provide Extended Learning Opportunities Program support for TK-5th grade at LUCHA, Adelante II, Cureton, San Antonio, Cassell and Dorsa. Vendor will provide on site/virtual support and will work with ARSUD to determine placement of staff and hours of service at each site.

Recommendation: Staff recommends the Board of Trustees approve the contract with YMCA of Silicon Valley – TK-5th grade (ELOP) for the 2022-2023 School Year. Cost of contract is $723,073.20

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

Approved by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommend Approval

9.09
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

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

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 - TK- 5th grade (ELOP)

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

   Phone: (408) 298-1717 Email Address: Angela.Rodriguez@ymcasv.org

   SSN: _____ or Fed I.D. #: mhaughey@ymcasv.org

   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:

   YMCA will provide Extended Learning Opportunities Program support for TK-5th grade at LUCHA, Adelante II, Cureton, San Antonio, Cassell and Dorsa. Vendor will provide on site/virtual support and will work with ARSUD to determine placement of staff and hours of service at each site.

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:** $723,073.20 (describe rate agreement) not to exceed $723,073.20

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
~~010~~	~~0000~~	~~0~~	~~5815~~	~~00~~	~~1110~~	~~1000~~	~~000000~~	~~360~~	~~5050~~		
060	2600	0	5815	00	1110	1000	020200	360	7392	7/11/22	

AD 7/11/22

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

5/28/19

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of this 1st day of July, 2022 ("Effective Date"), between the YMCA of Silicon Valley ("CONTRACTOR"), a California non-profit 501(c)3 corporation located at 80 Saratoga Ave., Santa Clara, CA 95051 and Alum Rock School District ("Lead Education Agency or LEA"), a California non-profit public benefit corporation.

I. RECITALS

The YMCA of Silicon Valley ("CONTRACTOR") wishes, in accordance with the requirements of ASES, to operate Education, Enrichment and Recreation before and afterschool programs for TK through 5th grade ("Program") at NOTE: Staff can be moved to accommodate the need of the site within the student to leader ratios:

- LUCHA:
  - ELOP TK: 20 students (1:10 ratio)
  - ELOP Grades 1-5: 40 Students (1:20 ratio)
- Adelante II
  - ELOP TK: 20 students (1:10 ratio)
  - ELOP Grades 1-5: 40 Students (1:20 ratio)
- Cassell
  - ELOP TK: 20 students (1:10 ratio)
  - ELOP Grades 1-5: 40 Students (1:20 ratio)
- Cureton
  - ELOP TK: 20 students (1:10 ratio)
  - ELOP Grades 1-5: 40 Students (1:20 ratio)
- Dorsa
  - ELOP TK: 30 students (1:10 ratio)
- San Antonio Schools
  - ELOP TK: 20 students (1:10 ratio)
  - ELOP Grades 1-5: 40 Students (1:20 ratio)

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

This MOU is for a maximum of $723,073.20

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

II. RESPONSIBILITIES:

LEA will:

1. Assist Contractor with the promotion of the Program, the identification of students for targeted enrollment and the engagement of principals at identified schools;

2. Provide student performance data results and other student data information including attendance and baseline data from previous year in a timely manner;

3. Provide facilities and all collateral expense (e.g. janitorial, utilities, space);

4. Recruit a teacher liaison for the Program at each Program site; and

5. Ensure on-line access and City Span access, at the school site to enable the Site Coordinator to post attendance records daily.

6. Provide a nutritious daily snack/supper (meeting USDA guidelines). LEA currently uses the Federal Food Program to provide the snack/supper. LEA will be responsible for the full administration of the program including ordering the food, managing the food vendor contract, managing the service process, and submitting claims with the state.

Contractor will:

1. Operate and carry out the Program from school release time through 5:00p.m. during all school days excluding school holidays;

2. Provide a site coordinator, and any additional staff required to meet the State's TK/K 1:10 staff-to-participant ratio and 1st grade + 1:20 staff-to-participant ratio. Contractor shall submit a staffing plan (the "Plan") to LEA for all employees and volunteers at each program site as requested. The Plan shall include names, job titles, and hours scheduled to work;

3. Provide educational academic activities pursuant to the Program requirements;

4. Provide educational enrichment activities pursuant to the Program requirements;

5. Provide all registration materials in two (2) languages if required by LEA;

6. Provide attendance data to the LEA in a timely manner for the state student data report;

7. Sign in and sign out students, on a daily basis;

8. Create Program policies for the protection of students and staff as well as standard operating procedures:
   - Sign in and out procedures
   - Early release policies
   - Bathroom policies
   - Child Abuse Prevention
   - Transportation

9. Ensure that completed original copies of registration forms are on file at the Program site and copies are held at the administrative office;

10. Coordinate recruitment and retention of Program participants;

11. Recruit, screen and hire all staff in accordance with ASES and LEA requirements;

12. Prior to commencement of services, Contractor shall provide LEA with a letter certifying that Contractor has complied with the necessary clearances as specified by California Department of Education ("State") as requested. Contractor shall submit, in a form provided by the LEA, the names of all employees and volunteers assigned to work at each Program site;

13. Conduct evaluations of the Program at each site according to the State guidelines;

14. Attend meetings and select trainings provided by the Region V Afterschool and Healthy Start Partnership. In addition, site coordinators are required to meet with the principal, teachers, site council, and other school staff on a regular basis;

15. Coordinate with other programs at each Program site in order to avoid duplication of services;

16. Conduct monthly meetings with site coordinators and Program directors to provide necessary trainings, sharing of Program ideas, and reporting on best practices and;

17. Clean the classroom(s) and flooring before, during, and after student activities, especially during arts/crafts projects or the consumption of nutritional snacks.

III. TERM

The term of this MOU shall be from July 1, 2022 to June 30, 2023 ("Commencement Date").

IV. PAYMENT TERMS

The Contractor will submit a monthly invoice to the LEA on or about the 15th of the month following service. Payment will be issued to Contractor within 30 days after receipt of the monthly invoice. Contractor will submit the invoice with documented direct and indirect expenses. Maximum contract amount: $723,073.20

V. 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.

VI. ASSIGNMENT AND TRANSFER

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

VII. 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.

VIII. 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.

IX. 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.

VIX. **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.

X. 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.

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

YMCA of Silicon Valley	Alum Rock School District
Date: 06 / 30 / 2022	Date: _____
Mary Haughey	
Jim Hori / Mary Haughey, COO President & CEO	Dr. Hilaria Bauer Superintendent of Schools

Doc ID: 06d70f55fafe004c081bd618329b18dc0b49d8e1

9.10

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 30, 2022

Subject: **Envisioneers ASES - contract for 2022-2023**

Staff Analysis: Envisioneers will provide (in person and/or hybrid) after school homework support, apprenticeship activities and enrichment opportunities for 112 students at George, Ocala and Sheppard. These services will be paid by ASES funds.

Recommendation: Staff recommends the Board of Trustees approve the contract with Envisioneers for after school services for the 2022-2023 School Year. Cost of contract $509,721.00

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

Approved by: Barbara Campbell K Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommend Approval

9.10
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

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

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: Envisioneers - ASES

   Address: 330 Twin Dolphin Drive, Ste 115 City: Redwood City State: CA Zip: C

   Phone: (415) 470-4470 Email Address: maria.d@theenvisioneers.org

   SSN: _____ or Fed I.D. #: Tyler.S@theenvisioneers.org

   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:

   Envisioneers will provide (in person and /or hybrid) after school homework support, apprenticeship activities and enrichment opportunities for 112 students at George, Ocala and Sheppard middle schools. These services will be paid by ASES funds.

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:** $ 509,721.00 (describe rate agreement) George $194,123, Ocala $120,402 and Sheppard $195,196

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	6010	0	5815	00	1110	1000	000000	360	1386	$509,721.00	

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

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ENVISIONEERS

Expanded Learning Time School Partnership Agreement

This Expanded Learning Time School Partnership Agreement (the "ELT School Partnership Agreement"), effective as of August 1, 2022 (the "Program Effective Date"), is between Envisioneers, Inc., a California corporation with its principal place of business at 330 Twin Dolphin Drive, Ste 115, Redwood City, CA 94065. ("Envisioneers") and Alum Rock Union Schools District having a principal place of business at 2930 Gay Ave., San Jose, CA 95127 ("Collaborator"), is made part of and incorporated by reference into the Master Educational ProgramServices Agreement between Envisioneers and Collaborator, dated June 30, 2022 (the "Master Agreement"). Each capitalized term used but not defined in this ELT School Partnership Agreement has the meaning given to it in the Master Agreement.

This ELT School Partnership Agreement outlines a collaboration between William Sheppard, JosephGeorge, Ocala (SCHOOL) and Envisioneers to implement an Expanded Learning Time ("ELT") Program in_ARUSD Union Elementary School District__ (DISTRICT). What follows is an outline of a commitment by Envisioneers and Collaborator for effective collaboration in ELT Program delivery and implementation.

Program Term:
The term of the ELT Program hereunder (the "Program Term") shall commence on the Program Effective Date and, unless earlier terminated in accordance with the Master Agreement or renewed by mutual written agreement of the parties, shall expire on June 30, 2023.

TABLE OF CONTENTS:

I. Envisioneers Program Guiding Principles
II. Overview of Envisioneers Core Program Model Requirements and Priority Outcomes
III.Leadership and Staffing (including AmeriCorps Requirements)
IV. Alignment and Coordination
V. Measurement and Evaluation
VI. Logistics and Operations
VII. Payments
By:VIII. Miscellaneous
IX. Signatures

I. Envisioneers Program Guiding Principles

Strong and deep collaborations between Envisioneers and SCHOOL are critical to the successful implementation of an ELT Program. Additional time in the school day creates increased opportunities for schools to engage the broader community as partners in teaching

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and learning. In a successful collaboration, parties collaborate to co-develop, co-manage, and co-sustain a collaboration that enhances the experiences of students, teachers, Envisioneers' staff and volunteers, and families.

Guiding principles that support the collaboration include:

A. Clearly communicated and shared, data-driven goals: The collaboration supports clear data-driven educational goals and priorities established by both SCHOOL and Envisioneers.

B. Complementary & aligned content: SCHOOL and Envisioneers plan together over the summer months and throughout the year to develop a scope and sequence of curriculum to be implemented by Envisioneers which will complement the lessons and academic experiences of students during traditional classroom instruction. This is supported by mutual classroom observations, teacher support and, when appropriate, joint professional development.

C. Ongoing clear and consistent communication: SCHOOL and Envisioneers work to ensure clear, consistent communication and data sharing between the parties on two-levels: between the leadership of SCHOOL and Envisioneers and between teachers and staff who work directly with students.

D. Continuous improvement and sustainability: The partnership is a multi-year endeavor with responsibilities for relationship-building, community engagement and ongoing communication, fundraising, and commitment to continuous improvement shared by both parties.

II. Overview of Envisioneers Program Design

Though precise measures may vary by location, Envisioneers prioritizes select student outcomes within the school year:

- student growth and proficiency on statewide and/or district assessments
- mastery of 21st Century Skills aligned to Envisioneers' apprenticeships
- improvements in student engagement measures such as attendance

Envisioneers, with assistance from Collaborator, also tracks long-term outcomes after Program Participation including:

- high school enrollment and graduation college enrollment, retention and graduation

Each school will add 2-3 hours of learning time to its schedule for at least four days each week and use that additional time to provide:

1. Academic Support (at least 240 minutes/week)
    a. Students build academic skill via extra practice in a single content focus area (math or literacy)
    b. Students build a growth mindset via Goals and Progress Conferences 2. Apprenticeships (two 90-minute sessions/week)

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2.. Students take at least 4 apprenticeships a year with 21st century skills standards as focus

3. Culture & Student Engagement (biweekly goals & progress meetings, daily team meetings, weekly team/campus activities)
    a. Students participate in goal setting, culture building, and social-emotional learning
    b. 8GA helps students become leaders in their school and community (campuses with 8th graders)
    c. Team Leaders make family phone calls that build relationships to support students twice a month

III. Leadership and Staffing (including AmeriCorps Requirements)

The Principal and the Envisioneers Campus Director will work at all times to support the successful implementation of the ELT Program located in SCHOOL.

<u>The Principal:</u>

- serves as the leader of the ELT initiative and supports the implementation of the ELT Program, including cultivating the buy-in of school faculty, students and families.
- supports and upholds Envisioneers' attendance and enrollment policies, including providing additional supervision support during transitions and facilitating family meetings if necessary. • commits to mentor the Envisioneers Campus Director and meet with him/her on at least a monthly basis on topics such as instructional leadership, community building, school administration, personnel management, or others as agreed upon.
- commits to include the Envisioneers Campus Director as a member of the school's leadership team, and grant him/her access to information, technology, meetings, and decision making as fitting the position.
- (or designated school administrator) commits to being present and active in the school building during Expanded Learning Time hours, including supporting student behavioral challenges as needed.
- will notify Campus Director of any procedures relevant to the ELT Program (i.e., procedures around new school initiatives) through ensuring the Envisioneers Campus Director receives school email and mail communication.
- will notify Envisioneers of changes in leadership at the SCHOOL or DISTRICT thirty (30) days prior to the implementation of such changes and make sure new leaders (such as any newSuperintendent, Assistant Superintendent, School Principal, or other key school administrator) are available early in their tenure to participate in an orientation about the Program.

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Additional SCHOOL Staff Support:

In addition to the ongoing support and supervision of the Principal, 2-3 SCHOOL ELA and/or math andSpecial Education teachers will be designated to participate in ELT Program elements and serve as liaisons and coaches to Envisioneers staff on at least a monthly basis. To ensure quality, schools are strongly encouraged to keep 2-5 members of their administrative and student support team on site during ELT to support operations, including but not limited to office staff, nurse, safety officer, and or behavioral support staff.

Envisioneers Staffing:

As Envisioneers is an AmeriCorps program, in addition to the existing Envisioneers staff (i.e., the Campus Director, Part Time Teaching Associates, and AmeriCorps Teaching Fellows), additional AmeriCorps Teaching Fellows will serve on campus and in school-based morning roles that support the ELT Program goals. Specific roles and responsibilities for campus staff will be discussed and agreed-upon by the Principal and Envisioneers Managing Director of Program and Campus Director.

Per requirements by the Corporation for National and Community Service for all AmeriCorps members, AmeriCorps Teaching Fellows may not participate in the following activities during the hours of service for School and Envisioneers:

- Political Activities
- Participating in efforts to influence legislation, including state or local ballot initiatives, or lobbying for your program
- Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office
- Participating in or endorsing events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation or elected officials
- Voter registration drives
- Organizing or participating in protests, boycotts or strikes
- Religious Affairs
- Engaging in religious instruction or conducting worship services
- Providing instruction in a program that includes mandatory religious instruction or worship
- Constructing or operating facilities devoted to religious instruction or worship
- Maintaining facilities primarily or inherently devoted to religion instruction or worship
- Engaging in any form of religious proselytizing
- Union Activities
- Assisting, promoting, or deterring union organizing
- Impairing existing contracts for services or collective bargaining agreements ■ Union Activities:
- Assisting, promoting, or deterring union organizing;
- Impairing existing contracts for services or collective bargaining agreements; ■ For-profit

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businesses

- Providing a direct benefit to a for-profit entity
- Fundraising
- AmeriCorps members cannot assist their organization with major fundraising efforts that raise resources toward the operating expense or endowment. However, AmeriCorps policy does permit limited activities related to fundraising to the extent that such activities: ○ Provide immediate and direct support to a specific and direct service activity
    - Fall within the programs approved direct service objectives
    - Are not the primary activity
    - Involve in-kind donations rather than cash donations
- Other prohibited activities
- Providing abortion services or referrals
- Other activities the Corporation determines will be prohibited upon notice to Envisioneers• Administrative work, unless it benefits the members direct service

IV. Alignment & Coordination

To help ensure ongoing alignment and coordination, Envisioneers and SCHOOL will identify strategies for ensuring ongoing collaboration and alignment through:

- Joint participation in professional development sessions, as appropriate;
- Joint participation in standing meetings including school department, grade level, orientation, student support, professional development, and instructional leadership and other whole-school team meetings to review and action plan around student data, and
- Joint classroom observations.

In addition, Envisioneers' regional leadership, Campus Director and the SCHOOL leadership will meet at least twice yearly to review end-of-semester data and create strategic plans to continue to improve performance.

V. Measurement & Evaluation

Envisioneers collects, analyzes and uses information about student performance in Envisioneers programming and during the school day. This information will help Envisioneers make improvements to its Program to have an even greater impact on the students served in the future.

<u>Access to Data and Obtaining Parental Consent:</u>

- Envisioneers and SCHOOL/DISTRICT will work together to ensure that Envisioneers has access to students' education records for student support during the ELT Program and for evaluation purposes, in accordance with federal, state, and district privacy guidelines.
- SCHOOL/DISTRICT will support Envisioneers to obtain parental consent through existing

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family engagement systems like newsletters, school-wide mailings, and orientation events.

- Envisioneers will follow DISTRICT and SCHOOL policies to obtain parental consent to access participants' education records.
- Where such consent is granted, SCHOOL/DISTRICT will provide Envisioneers with ongoing access to the school database or school records for the purpose of accessing such data, including students' enrollment information, and students' school or district-administer interim assessments and state assessment results.

VI. Logistics & Operations

Envisioneers and SCHOOL agree to work together to ensure the following is achieved at the SCHOOL:

- Clear communication around expectations and ownership for training Envisioneers staff around school, district, and state-required compliance requirements, including mandated reporting.
- Explicit training of SCHOOL and district policies and procedures to Envisioneers staff relevant to the implementation of programs in the expanded learning hours, such as policies/procedures around: student transitions, dismissal, field trips, and usage of SCHOOLfacilities, furniture and other SCHOOL property.
- Access for Envisioneers staff to student Individualized Education Program (IEP) documentation.
- Access for Envisioneers Campus Leadership to the school and/or district Emergency ActionPlan documentation and collaboration in revising components or protocols to account for resources available during ELT Program hours. This may include participation of Envisioneers staff in SCHOOL building drills or additional drills being conducted during the second shift.
- The development of communication protocols, in collaboration with the SCHOOL, for notification or alert of parents and/or guardians, Envisioneers staff, SCHOOL staff and SCHOOL administration in the event of an emergency or hazard present in the building.
- With prior consent and approval of the SCHOOL, the ability to use standard signage, as appropriate, containing Envisioneers and AmeriCorps name and logo on SCHOOL property including but not limited to at least one banner or sign.
- Open access and usage of SCHOOL space including but not limited to use of the SCHOOLcomputers and computer labs, as well as phones.
- The development of a method, in collaboration with the SCHOOL, for communication between SCHOOL staff and Envisioneers staff regarding any incident which may affect students' behavior or needs during the school day.
- The development of a method, in collaboration with the SCHOOL, to monitor and supervise students during transition times between school day and Envisioneers programming and after the conclusion of school day.

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VII. Payments

- Collaborator agrees to pay Envisioneers in the amount of $194,123.00 for Joseph George, $120,402 or Ocala and $195,196 for William Sheppard, which is a total cost of $509,721.
- Envisioneers will invoice the Collaborator for payments. Invoices will be sent monthly each year of the Program Term. Payment will be due 15 days after receipt of invoice.
- Failure to remit payment within 30 days of invoice may result in suspension or termination of the ELT Program. If the ELT Program is terminated prior to the end of the then-current ProgramTerm, the end of 30 weeks and the end of the academic year, Collaborator will pay Envisioneers a prorated amount commensurate with the service it has provided during the time period outstanding.

VIII. Miscellaneous

- SCHOOL shall be responsible for the condition and operation of all facilities and equipment used, and for the actions of SCHOOL staff, in the conduct of the ELT Program.
- Envisioneers shall be responsible for the actions of Envisioneers staff in the conduct of the ELTProgram.

<SIGNATURE PAGE FOLLOWS>

ENVISIONEERS

IN WITNESS WHEREOF, the parties hereto have executed this ELT School Partnership Agreement as of the day and year set forth above.

ACKNOWLEDGED AND AGREED
ON BEHALF OF:

Envisioneers, INC.

DocuSigned by:

Signature: Maria Drake
CA449B201377473...

BY: Maria Drake

Title: CEO

Date: 6/30/2022

Alum Rock Union School District

Signature:

BY Hilaria Bauer, Ph. D.

Title: Superintendent

Date:

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

9.11

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: Addendum for an Extension Request of RFP#2021-CNS03 Juice and Dairy Products and Services for 2022-2023 School Year

Staff Analysis: The Child Nutrition Program (CNS) solicited RFPs for Juice and Dairy Products and Services for school year 2020-2021. Board members and team awarded Crystal Creamery Dairy as our distributor for 1% white milk 8oz, non-fat chocolate milk 8oz, 100% orange juice 4oz, 100% apple juice 4oz and yogurt to support breakfast, lunch, and supper feeding programs. Based on services, prices and quality of product, CNS would like to submit an addendum to extend RFP#2021-CNS03 Juice and Dairy Products and Services for a third and final year in school year 2022-2023 to purchase and support all federal feeding programs offered at Alum Rock School District.

Recommendation: Staff recommends approval of year three of three (3 of 3) extension for the RFP#2021-CNS03 Juice and Dairy Products and Services in the 2022-2023 school year to Crystal Creamery Dairy based on pricing and meeting all service level needs. As quantities are estimated, we anticipate the bid award at $520,000.

Prepared by: Denisse Mendez Title: Director, Child Nutrition Services

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

To the Board of Trustees:

Recommended Approval

9.11
Agenda Placement

Meeting: July 21, 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

Request for Contracted Services

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

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

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**
☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

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

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

Name of Individual/Company: Crystal Creamery Dairy

Address: 529 Kansas Ave City: San Jose State: Ca Zip: 95351

Phone: (209) 576-3457 Email: kdemichelis@crystalcreamery.com

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.)

Provide 8oz 1% milk, 8oz non-fat chocolate milk, 4oz 100% apple juice and 4oz 100% orange juice to meet food components for breakfast, lunch and supper meal requirements. Product is delivered to every elementary and middle school kitchen.

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:** $520,000.00 per year 3 of 3 Not to Exceed _____ of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 130-5310-0-4700-00-0000-3700-000000-480-3700 _____ 6/29/22
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/30/22
Director of Fiscal Services: _____ Date: 7/5/22
Asst. Supt., of Business Services: _____ Date: 7/5/22
Superintendent: _____ Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

ADDENDUM NO. 2 DAIRY/JUICE TO EXTEND
RFP AWARD CONTRACT #2021-CNS03 JUICE AND DAIRY PRODUCTS AND SERVICES

AGREEMENT

This Agreement is entered into by and between the Alum Rock Union Elementary School District, hereinafter referred to as "District," and Crystal Creamery Dairy hereinafter referred to as "Vendor."

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I
TERM

The term of this Agreement- #2021-CNS03 shall be extended for an additional one and final year from July 1, 2022 - June 30, 2023. The Agreement shall include the extension of firm pricing for the time frame identified.

All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

II
WORK

The Vendor shall provide the supplies and items as prescribed and required by the Buy American Requirement, Instructions for Request for Proposal (RFP) and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

- Manufacturer Product Specifications
- Nutritional Analysis Information
- CN Labeling When Available or
- Product Contribution to Reimbursable Meal Pattern (signed and dated)
- Buy American Provision – Letters of Attestation for each product

III
TERMINATION

The District may terminate this Agreement upon thirty (30) days written notice to the Vendor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this contract.

IV
COMPENSATION

The Vendor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Vendor Documents, incorporated herein by reference.

Hilaria Bauer, Ph.D., Superintendent

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

V
METHOD OF PAYMENT

The Vendor will be paid on a monthly basis by check. All checks are prepared by Alum Rock Union School District's (ARUSD) Accounts Payable department. Checks are sent via mail to Crystal Creamery 529 Kansas Avenue, Modesto, CA 95351. For prompt payment, billing must be accurate in all details, and invoices must be submitted with each daily delivery to each of 23 delivery sites:

Adelante II	1970 Cinderella Lane	San Jose 95127
Cassell	1300 Tallahassee Drive	San Jose 95122
Chavez	2000 Kammerer Ave	San Jose 95116
Cureton	3720 East Hills Drive	San Jose 95127
Dorsa	1290 Bal Harbor Drive	San Jose 95122
Renaissance at Fischer	1720 Hopkins Drive	San Jose 95122
George	277 Mahoney Drive	San Jose 95127
Goss at Aptitud	2475 Van Winkle Lane	San Jose 95116
Hubbard**	1680 Foley Avenue	San Jose 95122
Linda Vista	100 Kirk Avenue	San Jose 95127
Lyndale	13901 Nordyke Drive	San Jose 95127
Renaissance at Mathson	2050 Kammerer Avenue	San Jose 95116
McCollam	3311 Lucian Avenue	San Jose 95127
Meyer	1824 Daytona Drive	San Jose 95122
LUCHA	1711 E. San Antonio Road	San Jose 95122
Ocala	2800 Ocala Avenue	San Jose 95148
Adelante	2999 Ridgemont Drive	San Jose 95127
Russo/McEntee	2851 Gay Avenue	San Jose 95127
Ryan**	1241 McGinness Drive	San Jose 95127
San Antonio	1721 E. San Antonio Street	San Jose 95116
Sheppard/Painter	480 Rough and Ready Road	San Jose 95133

** BIC school require first drops

The Vendor must submit a monthly statement directly to ARUSD Child Nutrition Services (CNS) via email to Jazzy Nguyen: jazzy.nguyen@arusd.org or fax: 408-928-6413.

VI
CONTRACT DOCUMENTS

The Agreement shall include the terms and conditions specified in the Buy American Requirement, Instructions for Request for Proposal (RFP) and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein. **The following documents must be signed and returned with the Agreement:**

- **Acceptance of Contract**
- **Notice of Policy on Business Gifts and Conflicts of Interest**
- **Suspension and Debarment Certification**
- **Certification Regarding Lobbying**
- **Disclosure of Lobbying Activities**
- **Certificate of Liability Insurance with Endorsements**
- **Workers Compensation Insurance Certification**
- **Buy American Provision Letters of Attestation**
- **Iranian Contracting Act**
- **Submission of Price List for 2022-2023 School Year**

VII
EXECUTION OF CONTRACT

Issuance of the purchase order shall evidence the contractual agreement between the bidder and the District for subsequent years.

VIII
HOLD HARMLESS CLAUSE

The successful bidder agrees to indemnify, defend and save harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature in which the District, its officers, agents and employees man sustain in or incur or which may be imposed upon them for injury to or death of persons or damage to property as a result of, arising out of or the Vendor's performance under the terms of this contract excepting only liability arising out of the sole negligence of the District.

IX
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified in this Agreement. By the execution of the Agreement, the Vendor acknowledges that the Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

All documentation shall be signed in blue ink and returned to the attention of Denisse B. Mendez, Director, Child Nutrition Services, Alum Rock Union School District, 2930 Gay Avenue, San Jose, CA, 95127.

In Witness of which, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

VENDOR	Crystal Creamery Inc.	Alum Rock Union Elementary School District	
Signature:	Brian Carden	Signature:	
Name:	Brian Carden	Name:	Hilaria Bauer, Ph.D.
Title:	VP of Sales	Title:	Superintendent
Date:	5/26/22	Date:	

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

9.12

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: Addendum for an Extension Request of RFP#2021-CNS01 Distribution of Commercial Food Products and Paper Supplies for 2022-2023 School Year

Staff Analysis: The Child Nutrition Services Program (CNS) solicited RFPs for Distribution of Commercial Food Products and Paper Supplies for school year 2020-2021 and split the RFP between two vendors, one for commercial foods and another for paper supplies. Board members and team awarded Gold Star Foods as our distributor for all commercial food products used to support all federal breakfast, lunch, and supper feeding programs. Based on services, prices, and quality of product, Child Nutrition Services (CNS) would like to submit an addendum to extend RFP#2021-CNS01 Distribution of Commercial Food Products and Paper Supplies for a third and final year in school year 2022-2023 to purchase commercial food products needed to support all federal feeding programs offered.

Recommendation: Staff recommends approval of year three of three (3 of 3) extension for the RFP#2021-CNS01 Distribution of Commercial Food Products and Paper Supplies in the 2022-2023 school year to Gold Star Foods as our commercial food distributor. As quantities are estimated, we anticipate the bid award at $850,000.

Prepared by: Denisse Mendez DMC Title: Director, Child Nutrition Services

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

To the Board of Trustees:

Recommended Approval

9.12
Agenda Placement

Meeting: July 21, 2022
Regular Board Meeting

Kol S
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

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

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

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

Name of Individual/Company: Gold Star Foods, Inc.

Address: 3781 E. Airport Drive City: Ontario State: CA Zip: 91761

Phone: (909)843-9600 Email: johncho@goldstarfoods.com

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.)

Vendor will provide non-commodity commercial entrees and grocery food items needed to complete breakfast, lunch, and supper meal requirements and smart snack food sales. Deliveries will occur once to twice a week to five middle school sites and warehouse.

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:** $850,000 per year Not to Exceed _____ of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 130-5310-0-4700-00-0000-3700-000000-480-3700 6/29/22
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/30/22
Director of Fiscal Services: _____ Date: 7/5/22
Asst. Supt., of Business Services: _____ Date: 7/5/22
Superintendent: _____ Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

ADDENDUM NO. 2 COMMERCIAL FOOD PRODUCTS TO EXTEND
RFP AWARD CONTRACT #2021-CNS01 DISTRIBUTION OF COMMERCIAL FOOD PRODUCTS AND PAPER SUPPLIES

AGREEMENT

This Agreement is entered into by and between the Alum Rock Union Elementary School District, hereinafter referred to as "District," and Gold Star Foods, Inc., hereinafter referred to as "Vendor."

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I
TERM

The term of this Agreement- #2021-CNS01 shall be extended for an additional one and final year from July 1, 2022 - June 30, 2023. The Agreement shall include the extension of firm pricing for the time frame identified.

All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

II
WORK

The Vendor shall provide the supplies and items as prescribed and required by the Buy American Requirement, Instructions for Request for Proposal (RFP) and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

- Manufacturer Product Specifications
- Nutritional Analysis Information
- CN Labeling When Available or
- Product Contribution to Reimbursable Meal Pattern (signed and dated)
- Buy American Provision (BAP) Attestation Letters

III
TERMINATION

This Agreement may be terminated by the District upon thirty (30) days written notice to the Vendor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this contract.

IV
COMPENSATION

The Vendor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Vendor Documents, incorporated herein by reference.

Hilaria Bauer, Ph.D., Superintendent

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

V
METHOD OF PAYMENT

The Vendor will be paid on a monthly basis by check. All checks are prepared by Alum Rock Union School District's (ARUSD) Accounts Payable department. Checks are sent via mail to Gold Star Foods, Inc. 3781 E. Airport Dr., Ontario, CA 91761. For prompt payment, billing must be accurate in all details, and invoices must be submitted with each daily delivery to each of 6 delivery sites:

Alum Rock Union School District Warehouse	2930 Gay Avenue	San Jose, CA 95127
George Middle School	277 Mahoney Drive	San Jose, CA 95127
Renaissance at Fischer	1720 Hopkins Drive	San Jose, CA 95122
Renaissance at Mathson	2050 Kammerer Avenue	San Jose, CA 95116
Ocala Middle School	2800 Ocala Avenue	San Jose, CA 95148
Sheppard Middle School	480 Rough & Road	San Jose, CA 95133

The Vendor must submit a monthly statement directly to ARUSD Child Nutrition Services (CNS) via email to Jazzy Nguyen: jazzy.nguyen@arusd.org or fax: 408-928-6413.

VI
CONTRACT DOCUMENTS

The Agreement shall include the terms and conditions specified in the Buy American Requirement, Instructions for Request for Proposal (RFP) and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein. **The following documents must be signed and returned with the Agreement:**

- **Acceptance of Contract**
- **Notice of Policy on Business Gifts and Conflicts of Interest**
- **Suspension and Debarment Certification**
- **Certification Regarding Lobbying**
- **Disclosure of Lobbying Activities**
- **Certificate of Liability Insurance with Endorsements**
- **Workers Compensation Insurance Certification**
- **Buy American Provision Letters of Attestation**
- **Iranian Contracting Act**
- **Submission of Price List for 2022-23 School Year**

VII
EXECUTION OF CONTRACT

Issuance of the purchase order shall evidence the contractual agreement between the bidder and the District for subsequent years.

VIII
HOLD HARMLESS CLAUSE

The successful bidder agrees to indemnify, defend and save harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense cost, or liability of any kind or nature in which the District, its officers, agents, and employees may sustain in or incur or which may be imposed upon them for injury to or death of persons or damage to property as a result of, arising out of or the Vendor's performance under the terms of this contract excepting only liability arising out of the sole negligence of the District.

IX
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified in this Agreement. By the execution of the Agreement, the Vendor acknowledges that the Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

All documentation shall be signed in blue ink and returned to the attention of Denisse B. Mendez, Director, Child Nutrition Services, Alum Rock Union School District, 2930 Gay Avenue, San Jose, CA, 95127.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

VENDOR		Alum Rock Union Elementary School District	
Signature:		Signature:	
Name:	John Cho	Name:	Hilaria Bauer, Ph.D.
Title:	VP Merchandising & Contracts	Title:	Superintendent
Date:	June 3, 2022	Date:	

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

9.13

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: Addendum for an Extension Request of RFP#2021-CNS02 Fresh Produce and Services for 2022-2023 School Year

Staff Analysis: The Child Nutrition Services Program (CNS) solicited RFPs for Fresh Produce and Services for school year 2020-2021. Board members and team awarded Daylight Foods Produce as our distributor for fresh fruits and vegetables. Based on services, prices, and produce quality, CNS would like to submit an addendum to extend RFP#2021-CNS02 Fresh Produce and Services for a third and final year in school year 2022-2023 to purchase and support all federal feeding programs offered at Alum Rock School District.

Recommendation: Staff recommends approval of year three of three (3 of 3) extension for the RFP#2021-CNS02 Fresh Produce and Services in the 2022-2023 school year to Daylight Foods Produce. As quantities are estimated, we anticipate the bid award at $420,000.

Prepared by: Denisse Mendez Title: Director, Child Nutrition Services

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

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommended Approval

9.13
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

Request for Contracted Services

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

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

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

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

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

Name of Individual/Company: Daylight Foods Produce

Address: 30200 Whipple Road City: Union City State: CA Zip: 94587

Phone: 510 931-4207 Email: chrisk@daylightfoods.com

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.)

Provide a variety of fresh and seasonal fruits and vegetables to meet our component requirements for breakfast, lunch, and supper are purchased from vendor. Deliveries are made to five middle school sites twice a week to ensure quality of produce.

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:** $420,000 per year Not to Exceed _____ of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 130-5310-0-4700-00-0000-3700-000000-480-3700 DM 6/29/22
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/30/22
Director of Fiscal Services: _____ Date: 7/5/22
Asst. Supt., of Business Services: _____ Date: 7/5/22
Superintendent: _____ Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

ADDENDUM NO. 2 FRESH PRODUCE TO EXTEND
RFP AWARD CONTRACT #2021-CNS02 FRESH PRODUCE AND SERVICES

AGREEMENT

This Agreement is entered into by and between the Alum Rock Union Elementary School District, hereinafter referred to as "District," and Daylight Foods Inc., hereinafter referred to as "Vendor."

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I
TERM

The term of this Agreement- #2021-CNS02 shall be extended for an additional one year from July 1, 2022 - June 30, 2023. The Agreement shall include the extension of firm pricing for the time frame identified.

All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

II
WORK

The Vendor shall provide the supplies and items as prescribed and required by the Buy American Requirement, Instructions for Request for Proposal (RFP) and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

- Manufacturer Product Specifications
- Nutritional Analysis Information
- CN Labeling When Available or
- Product Contribution to Reimbursable Meal Pattern (signed and dated)
- Buy American Provision (BAP) Attestation Letters

III
TERMINATION

This Agreement may be terminated by the District upon thirty (30) days written notice to the Vendor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this contract.

IV
COMPENSATION

The Vendor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Vendor Documents, incorporated herein by reference.

Hilaria Bauer, Ph.D., Superintendent

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

V
METHOD OF PAYMENT

The Vendor will be paid on a monthly basis by check. All checks are prepared by Alum Rock Union School District's (ARUSD) Accounts Payable department. Checks are sent via mail to Daylight Foods Produce, Union City, CA. For prompt payment, billing must be accurate in all details, and invoices must be submitted with each daily delivery to each of 6 delivery sites:

Renaissance I at Fischer	1720 Hopkins Drive	San Jose 95122
George	277 Mahoney Drive	San Jose 95127
Renaissance II at Mathson	2050 Kammerer Avenue	San Jose 95116
Ocala	2800 Ocala Avenue	San Jose 95148
Sheppard/Painter	480 Rough and Ready Road	San Jose 95133
Warehouse	2930 Gay Ave	San Jose 95127

The Vendor must submit a monthly statement directly to ARUSD Child Nutrition Services (CNS) via email to Jazzy Nguyen: jazzy.nguyen@arusd.org or fax: 408-928-6413.

VI
CONTRACT DOCUMENTS

The Agreement shall include the terms and conditions specified in the Buy American Requirement, Instructions for Request for Proposal (RFP) and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein. **The following documents must be signed and returned with the Agreement:**

- **Acceptance of Contract**
- **Notice of Policy on Business Gifts and Conflicts of Interest**
- **Suspension and Debarment Certification**
- **Certification Regarding Lobbying**
- **Disclosure of Lobbying Activities**
- **Certificate of Liability Insurance with Endorsements**
- **Workers Compensation Insurance Certification**
- **Buy American Provision Letters of Attestation**
- **Iranian Contracting Act**
- **Submission of Price List for 2022-23 School Year**

VII
EXECUTION OF CONTRACT

Issuance of the purchase order shall evidence the contractual agreement between the bidder and the District for subsequent years.

VIII
HOLD HARMLESS CLAUSE

The successful bidder agrees to indemnify, defend and save harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature in which the District, its officers, agents and employees man sustain in or incur or which may be imposed upon them for injury to or death of persons or damage to property as a result of, arising out of or the Vendor's performance under the terms of this contract excepting only liability arising out of the sole negligence of the District.

IX
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified in this Agreement. By the execution of the Agreement, the Vendor acknowledges that the Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

All documentation shall be signed in blue ink and returned to the attention of Denisse Mendez, Director, Child Nutrition Services, Alum Rock Union School District, 2930 Gay Avenue, San Jose, CA, 95127.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

VENDOR		Alum Rock Union Elementary School District	
Signature:		Signature:	
Name:	Chris Kouretas	Name:	Hilaria Bauer, Ph. D.
Title:	Director of School Food Services	Title:	Superintendent
Date:	May 27, 2022	Date:	

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

9.14

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: Request Participation of Year 5 with SLIC Commodity Cooperative for 2022-2023 School Year

Staff Analysis: Alum Rock Union Elementary School District through Child Nutrition Services Participates in the SLIC Commodity Cooperative. SLIC Commodity Cooperative has held a previous contract (RFP No. 2018-19-01, with 5 out of 5 optional year extensions), with Cabrillo Unified School District as the lead district and Gold Star Foods as the awarded vendor. In joining SLIC Co-Op, all raw commodity food items received by USDA are distributed to several manufacturers for further processing to develop meat/meat alternative, whole grain, and vegetable entrees. In addition, SLIC manages Department of Defense (DOD) fresh fruits and vegetables allocations, and Brown Box commodity items assigned and requested by the district.

Recommendation: Staff recommends the approval of year five (5) participation in RFP No. 2018-19-01 of commodity management through SLIC Co-Op for 2022-2023 school year using the emergency noncompetitive procurement process allowed by USDA and CDE during a Public Health Emergency Declaration. As quantities are estimated, we anticipate the RFP award at $1,450,000.00. Complete RFP and price list can be reviewed in the Child Nutrition Services Department.

Prepared by: Denisse Mendez Title: Director, Child Nutrition Services

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

To the Board of Trustees:

Meeting: July 21, 2022
Regular Board Meeting

Recommended Approval

9.14
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

Request for Contracted Services

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

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

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

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

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

Name of Individual/Company: Gold Star Foods Inc

Address: 3781 E. Airport Drive City: Ontario State: CA Zip: 91761

Phone: (909)843-9640 Email: shannon@goldstarfoods.com

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.)

SLICC distributes all raw based food commodities to various USDA approved manufactures on behalf of Alum Rock School District. SLICC will assign USDA commodities with Gold Star Foods Inc. Gold Star will deliver to each middle school site and warehouse.

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:** $1,450,000 per year 5 out of 5 Not to Exceed _____ of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 130-5310-0-4700-00-0000-3700-000000-480-3700 M.Nuw 7/7/2022
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/30/22
Director of Fiscal Services: _____ Date: 7/5/22
Asst. Supt., of Business Services: _____ Date: 7/5/22
Superintendent: _____ Date: _____

GOLD STAR FOODS

Request for Proposal (RFP) No. 2022-01-01
Administrative and Distribution Services
for the SLIC Cooperative including
Direct Delivery, USDA Processed End Products, and
their Commercial Equivalents

Addendum #1
USDA Foods Direct Delivery Pricing and Storage Fees

Please include in your price proposal the associated unit(s) of measure associated with the price.

1. **Direct Delivery USDA Foods**

Description	Price (per case)
Delivery to SLIC Member Districts	~~$2.75~~ 2.65
Inbound Handling	$0.00
Pick-up by SLIC Member District	$2.75 2.65

2. **Storage of Direct Delivery USDA Foods- Please provide below an explanation of proposed pricing and methodology for charging storage fees of cases not delivered within 30 days of receipt.**

Gold Star will utilize the following pricing methodology for charging fees:

Time Period	Example	Dwell Period Charges
Month of Delivery	August 15th – August 31st	Free
1st Calendar Month	September 1st – September 30th	Free
2nd Calendar Month	October 1st – October 31st	$1.35

In addition to charging storage fees, Gold Star is proposing the opportunity to assist the SLIC Co-op with utilization management for SLIC Co-op Members, ensuring that direct delivery

cases requested are delivered timely in accordance with the USDA's six-month inventory rule. SLIC Member districts are encouraged to take their inventory within the 1st 3 months of receipt.

- If inventory has not been placed on an order within 90 days, members will be encouraged to place an order and/or advertise cases for redistribution to other member districts. Members will incur monthly storage fee charges until items are delivered to the member district and/or another member district has accepted the transfer of cases.
- If inventory had not been placed on an order within 150 days, the SLIC Co-op Administrator will advertise the cases for redistribution to other member districts. Members will incur monthly storage fee charges until items are delivered to the member district and/or another member district has accepted the transfer of cases.

Please note:

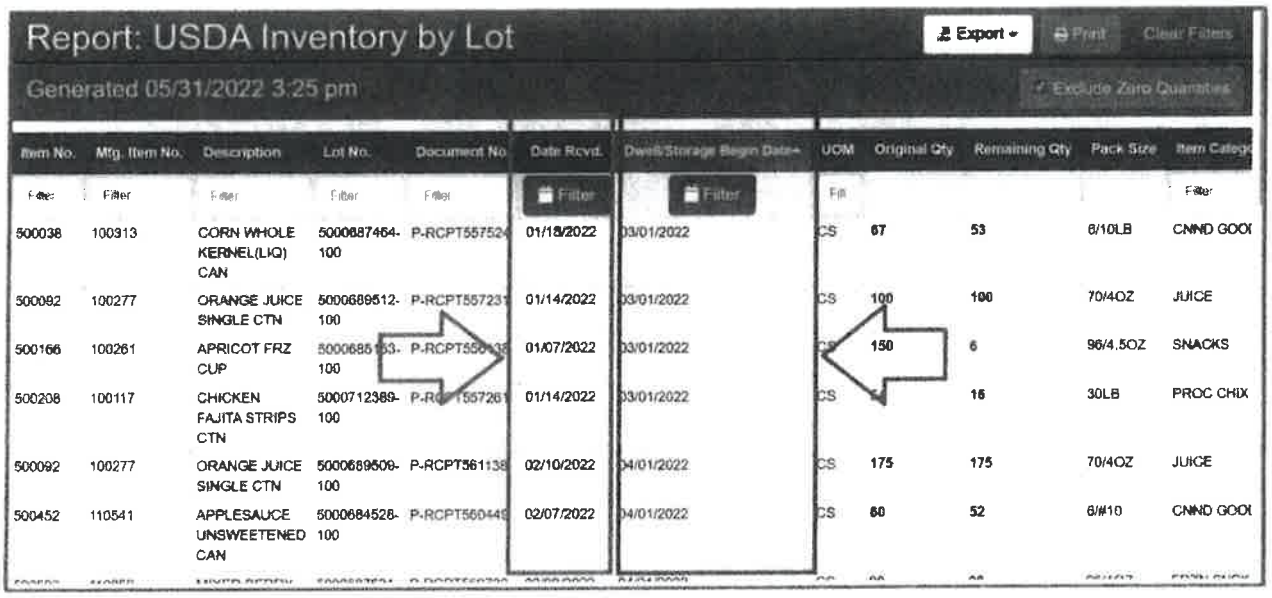
- This timeline will be condensed when items have a short shelf life such as refrigerated cheeses.
- If the SLIC Co-op elects to receive direct delivery of yogurt and/or fresh fruit, these items will be force-shipped to the requesting member district if orders are not placed within the first week after receipt.
- Exiting member districts will be required to advertise all unwanted cases of direct delivery by March 1st, including unwanted inventory scheduled to arrive in March, April, and May. All cases remaining in inventory on May 15th will be force-shipped to the exiting member district.

3. **Storage of Direct Delivery USDA Foods** - Please describe how you will communicate the dwell time to SLIC Member Districts about the storage fee methodology.

   Upon award, Gold Star will create a storage fee memo that will outline the storage fee and six-month inventory policies. In addition, the memo will include instructions on how to access this information directly on the Gold Star website for members to easily manage their USDA Foods Program.

   Below is a screenshot from the Gold Star website outlining the dwell time and storage fee methodology. The RED Box denotes the date the item was received. The BLUE Box denotes the date storage fees begin.

GOLD STAR FOODS



Report: USDA Inventory by Lot

Export ▾ | Print | Clear Filters

Generated 05/31/2022 3:25 pm

Exclude Zero Quantities

Item No.	Mfg. Item No.	Description	Lot No.	Document No.	Date Rcvd.	Dwell/Storage Begin Date	UOM	Original Qty	Remaining Qty	Pack Size	Item Categ
Filter	Filter	Filter	Filter	Filter	Filter	Filter	Fil				Filter
500038	100313	CORN WHOLE KERNEL(LIQ) CAN	5000687464-100	P-RCPT557524	01/18/2022	03/01/2022	CS	67	53	6/10LB	CNND GOOI
500092	100277	ORANGE JUICE SINGLE CTN	5000689512-100	P-RCPT557231	01/14/2022	03/01/2022	CS	100	100	70/4OZ	JUICE
500166	100261	APRICOT FRZ CUP	5000685153-100	P-RCPT556438	01/07/2022	03/01/2022	CS	150	6	96/4.5OZ	SNACKS
500208	100117	CHICKEN FAJITA STRIPS CTN	5000712389-100	P-RCPT557261	01/14/2022	03/01/2022	CS	16	16	30LB	PROC CHIX
500092	100277	ORANGE JUICE SINGLE CTN	5000689509-100	P-RCPT561138	02/10/2022	04/01/2022	CS	175	175	70/4OZ	JUICE
500452	110541	APPLESAUCE UNSWEETENED CAN	5000684528-100	P-RCPT560449	02/07/2022	04/01/2022	CS	60	52	6/#10	CNND GOOI

(800) 540-0215
3781 E Airport Drive, Ontario, CA 91761
GOLDSTARFOODS.COM

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

9.15

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: Addendum for an Extension Request of RFP#2021-CNS01 Distribution of Commercial Food Products and Paper Supplies for 2022-2023 School Year

Staff Analysis: The Child Nutrition Services Program (CNS) solicited RFPs for Distribution of Commercial Food Products and Paper Supplies for school year 2020-2021 and split the RFP between two vendors, one for commercial foods and another for paper supplies. Board members and team awarded P&R Paper Supply Company as our distributor for all paper supplies used to support breakfast, lunch, and supper feeding programs. Based on services, prices, and quality of product, Child Nutrition Services (CNS) would like to submit an addendum to extend RFP#2021-CNS01 Distribution of Commercial Food Products and Paper Supplies for a third and final year in school year 2022-2023 to purchase paper products needed to support all federal feeding programs.

Recommendation: Staff recommends approval of year three of three (3 of 3) extension for the RFP#2021-CNS01 Distribution of Commercial Food Products and Paper Supplies in the 2022-2023 school year to P&R Paper Supply Company to purchase paper supplies for the year. As quantities are estimated, we anticipate the bid award at $250,000.

Prepared by: Denisse Mendez Title: Director, Child Nutrition Services

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

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommended Approval

9.15
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

Request for Contracted Services

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

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

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

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

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

Name of Individual/Company: P& R Paper Supply Co

Address: 1898 Colton Avenue City: Redlands State: CA Zip: 92374

Phone: (888) 206-3108 Email: lindsey.ineichen@prpaper.com

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.)

Obtain all paper supplies from vendor. This includes but not limited to trays, sporks, foil pans, paper towels, gloves, hairnets, cleaning supplies etc. Items are needed to prepare and serve meals in a safe manner. All products are delivered to Warehoue and 5 middle school sites.

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:** $250,000.00 per year 3 of 3 Not to Exceed _____ of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 130-5310-0-4300-00-0000-3700-000000-480-3700 _____ 6/29/22
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/30/22
Director of Fiscal Services: _____ Date: 7/5/22
Asst. Supt., of Business Services: _____ Date: 7/5/22
Superintendent: _____ Date: _____

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

ADDENDUM NO. 2 PAPER SUPPLIES TO EXTEND
RFP AWARD CONTRACT #2021-CNS01 DISTRIBUTION OF COMMERCIAL FOOD PRODUCTS AND PAPER SUPPLIES

AGREEMENT

This Agreement is entered into by and between the Alum Rock Union Elementary School District, hereinafter referred to as "District," and P&R Paper Supply CO. hereinafter referred to as "Vendor."

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I
TERM

The term of this Agreement- #2021-CNS01 shall be extended for an additional one and final year from July 1, 2022 - June 30, 2023. The Agreement shall include the extension of firm pricing for the time frame identified.

All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

II
WORK

The Vendor shall provide the supplies and items as prescribed and required by the Buy American Requirement, Instructions for Request for Proposal (RFP) and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though outlined in full herein.

- Manufacturer Product Specifications
- Nutritional Analysis Information
- CN Labeling When Available or
- Product Contribution to Reimbursable Meal Pattern (signed and dated)
- Buy American Provision (BAP) Attestation Letters

III
TERMINATION

The District may terminate this Agreement upon thirty (30) days written notice to the Vendor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this contract.

IV
COMPENSATION

The Vendor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Vendor Documents, incorporated herein by reference.

Hilaria Bauer, Ph.D., Superintendent

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

V
METHOD OF PAYMENT

The Vendor will be paid on a monthly basis by check. All checks are prepared by Alum Rock Union School District's (ARUSD) Accounts Payable department. Checks are sent via mail to P&R Paper Supply Company, Inc.1898 E. Colton Ave. Redlands, CA 92374. For prompt payment, billing must be accurate in all details, and invoices must be submitted with each daily delivery to each of 6 delivery sites:

Alum Rock Union School District Warehouse	2930 Gay Avenue	San Jose, CA 95127
George Middle School	277 Mahoney Drive	San Jose, CA 95127
Renaissance at Fischer	1720 Hopkins Drive	San Jose, CA 95122
Renaissance at Mathson	2050 Kammerer Avenue	San Jose, CA 95116
Ocala Middle School	2800 Ocala Avenue	San Jose, CA 95148
Sheppard Middle School	480 Rough & Road	San Jose, CA 95133

The Vendor must submit a monthly statement directly to ARUSD Child Nutrition Services (CNS) via email to Jazzy Nguyen: jazzy.nguyen@arusd.org or fax: 408-928-6413.

VI
CONTRACT DOCUMENTS

The Agreement shall include the terms and conditions specified in the Buy American Requirement, Instructions for Request for Proposal (RFP) and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though outlined in full herein. **The following documents must be signed and returned with the Agreement:**

- **Acceptance of Contract**
- **Notice of Policy on Business Gifts and Conflicts of Interest**
- **Suspension and Debarment Certification**
- **Certification Regarding Lobbying**
- **Disclosure of Lobbying Activities**
- **Certificate of Liability Insurance with Endorsements**
- **Workers Compensation Insurance Certification**
- **Iranian Contracting Act**
- **Submission of Price List for 2022-2023 School Year**

VII
EXECUTION OF CONTRACT

Issuance of the purchase order shall evidence the contractual agreement between the bidder and the District for subsequent years.

VIII
HOLD HARMLESS CLAUSE

The successful bidder agrees to indemnify, defend and save harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature in which the District, its officers, agents and employees man sustain in or incur or which may be imposed upon them for injury to or death of persons or damage to property as a result of, arising out of or the Vendor's performance under the terms of this contract excepting only liability arising out of the sole negligence of the District.

IX
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified in this Agreement. By the execution of the Agreement, the Vendor acknowledges that the Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

All documentation shall be signed in blue ink and returned to the attention of Denisse B. Mendez, Director, Child Nutrition Services, Alum Rock Union School District, 2930 Gay Avenue, San Jose, CA, 95127.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

VENDOR		Alum Rock Union Elementary School District	
Signature:		Signature:	
Name:	Corey Knudsen	Name:	Hilaria Bauer, Ph.D.
Title:	School District Sales Spec.	Title:	Superintendent
Date:	5/31/22	Date:	

9.16

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: June 30, 2022

Subject: Amendment Contract #MY 225030 (3 year agreement was board approved July 8, 2021)

Staff Analysis: Due to reduced staff capacity, ARUSD and City Year have agreed to amend contract #MY225030 and decrease services from eleven (11) schools to three (3) schools for the 2022-2023 school year. Under the amended contract, City Year will provide after school services to Dorsa Elementary, Renaissance Academy @ Fischer and Renaissance Academy @ Mathson during the 2022-2023 school year. Services will be paid with ASES funds.

Recommendation: Staff recommends approving the above amendment to contract #MY 225030. Original contract amount: $1,484,151.00. New contract amount: $489,326.00

Prepared by: Sandra Garcia Title: Director, State and Federal Programs

Submitted by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommended Approval

9.16
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

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. _____ Contract Original Amount: $1,484,151

Vendor Name: City Year Inc. Vendor No. _____

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
_____ Increase Amount Line Item No.: _____
✓ Decrease Amount Line Item No.: 01
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$1,484,151.00
Change Order #: 01	$-994,825.00
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$ 489,326.00

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
	0000	0		00			000000					
	0000	0		00			000000					

Reason for Adjustment:

City Year decreased contract from eleven (11) schools to three (3) schools for 2022-2023.
City Year will provide services to Dorsa, Renaissance and Renaissance II.

Coding: 060-6010-0-5815-00-1110-000000-360-1386

School/Dept.: State and Federal Requested by: Sandra Garcia

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.)

AMENDED AND RESTATED DISTRICT SERVICE AGREEMENT
By and Between
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT And CITY YEAR, INC.
2022-2023

RECITALS

THIS AMENDED AND RESTATED DISTRICT SERVICE AGREEMENT (this "Agreement") is made this ___ day of _____, 2022, by and between Alum Rock Union Elementary School District (hereinafter, the "District) with an address of 2930 Gay Ave, San Jose, CA 95127City Year, Inc. (hereinafter, "City Year"), a not for profit organized for educational and charitable purposes under the laws of the Commonwealth of Massachusetts with an address of 287 Columbus Avenue, Boston, Massachusetts 02116.

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

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

C. **WHEREAS**, City Year and the District entered into a Service Agreement dated as of July 1, 2021 (the "Original Agreement"), upon the terms of which City Year agreed to, among other things, provide the District with services intended to improve the academic achievement of the District's pupils, all as set forth in the Agreement.

D. WHEREAS, City Year and the District desire to amend and restate the terms of the Agreement to modify, among other things, the term, payment obligations, and the deployment provisions of the Original Agreement.

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

1. **Term of Agreement**. The term of this Agreement shall commence on July 1, 2022 and conclude on June 30, 2023 (the "Term").

2. **Scope of Services.**
   a. For each of the schools identified in the Deployment Plan in Section 3 of this Agreement, City Year agrees to provide services substantially similar to those described in Appendix A - Executive Summary of the Statement of Partnership attached hereto, which outlines shared goals, WSWC services, school-level data requirements, and conditions for success between City Year and the partner school. To comply with the terms of its grant with AmeriCorps, City Year is required to retain a completed Statement of Partnership for each of the schools identified in the Deployment Plan. City Year will coordinate with principals at each partner school to finalize and deliver a fully executed Statement of Partnership no later than September 30, 2022. A copy of the Statement of Partnership for each school will be available upon request.
   b. In the event of any conflict or inconsistency between the terms and conditions hereof and any terms or conditions set forth in any Statement of Partnership, or other document relating to the obligations contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

c. All schools to which this Agreement applies shall be mutually agreed to by City Year and the District. School deployment and allocation of resources (including AmeriCorps team size) shall be determined based on school enrollment to ensure fidelity to the WSWC model. The parties acknowledge that the scope of services set forth in this Agreement is subject to change and contingent on the availability of adequate funding from AmeriCorps (see Section 10 Termination herein).

3. **Payment Obligations.** In exchange for the services to be rendered by City Year under this Agreement, the District agrees to compensate City Year in the aggregate amount of $489,326 through After School Education and Safety (ASES) funding. The ASES funding will be used to support the schools set forth in the table below, using teams of 7-9 AmeriCorps members and allocated as follows:

School	Allocation of Payment
Dorsa Elementary School	$146,383
Renaissance @ Fischer	$147,961
Renaissance @ Mathson	$194,982
Aggregate Payment	**$489,326**

City Year shall invoice the District the following amounts in the arrears, to be due and payable to City Year on each of the dates listed below. In the event of AmeriCorps member attrition, City Year will use best efforts to recruit mid-year AmeriCorps members to begin service in early November and January and will also work to ensure continuity of support to affected students through services provided by City Year's school-based Team Leaders. Should City Year not adequately replace or redeploy services for open AmeriCorps positions by January, City Year will pro-rate invoice(s) for quarter three (3) and quarter (4) by $4,000 per quarter per AmeriCorps member.

a) $122,331.50 – October 15, 2022, for services provided July 1, 2022- September 30, 2022
b) $122,331.50 – January 15, 2023, for services provided October 1, 2022-December 31, 2022
c) $122,331.50 – April 15, 2023, for services provided January 1, 2023- March 30, 2023
d) $122,331.50 – July 15, 2023, for services provided April 1, 2023-June 30, 2023

City Year will submit invoices to the following contact:
Orlanda Mendes
Administrative Assistant
(408) 928-6932
orlanda.mendes@arusd.org
2930 Gay Avenue
San Jose, CA 95135

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

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

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

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

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

   The District acknowledges City Year's right to refuse to allow a child to participate in the After School Program in the event of any material deviation from agreed upon safety procedures. The District agrees that each of the schools identified in the Deployment Plan shall make appropriate space available (classroom, gymnasium, outdoor play area and designated eating area) kept in safe, working order for City Year to render it's After School Program services.

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

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

   Subject to the proviso at the end of this subsection, neither the District nor City Year shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the date of such Notice; provided, however nothing contained

herein shall be construed to excuse the District's obligation to pay City Year for services rendered prior to the date of such Notice.

For purposes of this Agreement, "Event of Force Majeure" means an event beyond the control of the District and City Year, which prevents a party from complying with any of its obligations under this Agreement, including but not limited to:

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

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

10. **Termination**. This Agreement shall terminate upon any one of the following events:
    a. Mutual written agreement of the parties (such termination to be effective as specified in such written agreement), but in no event earlier than thirty (30) days' prior written Notice to the other party;
    b. Notice delivered in accordance with Section 9;
    c. The District declining to appropriate funds for subsequent fiscal years consistent with the terms of this Agreement;
    d. City Year does not receive adequate funding commitment from AmeriCorps to support the level of service set forth in Section 2 of this Agreement; or
    e. If either party commits a material breach of this Agreement, the other party may terminate by sending notice of intent to terminate in writing to the other party with reasonable specificity of the breach; such termination to be effective if such material breach has not been cured within 30 days of the delivery of such notice.

    In the event of termination under this Section 10, City Year shall be entitled to payment for services performed prior to the event giving rise to the termination. Payment for services after an invoice date shall be pro-rated based on the number of business days that have elapsed.

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

officers, directors, agents, and employees, from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs and expenses, including reasonable attorney's fees, which may be incurred or sustained by reason of the failure of the District to fully comply with the terms and obligations of this Agreement, or for the District's errors or omissions or intentional wrongs.

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

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

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

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

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

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

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

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

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

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

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

23. **Choice of Law and Venue**. This Agreement shall be subject to, and interpreted by and in accordance with, the laws of the State of [STATE WHERE THE DISTRICT IS LOCATED].

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

If to: City Year, Inc.
1922 The Alameda,
Suite 104
San Jose, CA 95126
Attention: Jose Magana, Managing Director of Impact
jmagana@cityyear.org

With a copy to:

City Year, Inc.
287 Columbus Avenue
Boston, MA 02116
Attention: Jessica Greenfield - Chief Financial and Administrative Officer
JGreenfield@cityyear.org

If to: Alum Rock Union Elementary
School District 2930 Gay Ave
San Jose, CA
95127 Attention:
Dr. Hilaria Bauer

25. **Amendment and Restatement of Original Agreement**. The Original Agreement is hereby amended and restated in its entirety as set forth herein. Such amendment and restatement are effective upon the execution of this Agreement on the date hereof by the District and City Year. Upon such execution, all provisions of, rights and obligations made in the Original Agreement are hereby waived, released and superseded in their entirety and shall have no further force or effect.

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

[Signatures to Follow]

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

ALUM ROCK UNION ELEMENTARYSCHOOL DISRICT

_____ _____

By: Dr. Hilaria Bauer
Its: Superintendent

Date

CITY YEAR, INC.

_____ _____

By: Jessica Greenfield
Its: Chief Financial and Administrative Officer

Date

Appendix A - Executive Summary - Statement of Partnership
City Year and School – 2022 through 2023

The Statement of Partnership outlines goals, Whole School Whole Child services, evaluation requirements, and conditions for success for the City Year and School partnership in connection with the **[IDENTIFY DISTRICT SERVICE AGREEMENT]**.

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

ATTENDANCE

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

Goal:

Condition:

BEHAVIOR

Behavior/Social-emotional Development Appreciation and Recognition (Tier 1)
Behavior/SEL Skill Instruction: 50 Acts of Greatness [3-5] (Tier 2)
Behavior/SEL Skill Instruction: School-provided Behavior Coaching (Tier 2)
Behavior/SEL Coaching: Check in, Check out
Devereux Student Strengths Assessment (DESSA)

Goal:

Condition:

COURSE PERFORMANCE: ELA/LITERACY

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

Goal:

Condition:

COURSE PERFORMANCE: MATH

Math Classroom (Instructional) Support (Tier 1)

Goal:

Condition:

CROSS INDICATORS

AFTER SCHOOL

After-school programming co-provider (Tier I)

Monitoring Success

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

Preparation and Training

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

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

Material Support

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

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

Who is the City Year AmeriCorps Member (ACM)?

A deeply empathetic relationship-builder with a growth mindset committed to a cause greater than oneself.

Identity Formation

AmeriCorps members possess a self-narrative about who they are as learners and leaders, and the meaning they've gained from their experience

Agency

AmeriCorps members believe in their ability to succeed, advocate for themselves, and make a difference in their communities

Durable Skills

AmeriCorps members develop and accelerate durable, foundational skills in relationship building, persistence, flexibility & adaptability, critical & analytical thinking, continuous improvement and self-accountability and the effective application of them to their work with students

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

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

ACM Coaching Support System

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

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

What can we expect from the CY ACM?

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

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

APPENDIX B: AmeriCorps List of Non-Allowable Activities

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

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

In addition to the above activities, the below activities are additionally prohibited:

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

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

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing engaging in any of the above activities on their personal time.

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

Additional AmeriCorps Restrictions (see 45 CFR § 2540.100):

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

Nondisplacement.

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

APPENDIX C: Data Sharing Agreement

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

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

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

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

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

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

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

This data will be provided for the current academic year on at least a weekly basis via a secure file transfer from the District to City Year. At the beginning of the academic year, the District will also provide to City Year prior year information for all students enrolled in the schools in which City Year serves for the data noted above. Schoolzilla by Renaissance will serve as City Year's data transfer partner.

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

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

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

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

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

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

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

Year is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

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

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

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

   City Year, the District, and each school partner will maintain the confidentiality of any and all student data exchanged as part of this Agreement. Confidentiality requirements will survive the termination or expiration of this agreement. To ensure the continued confidentiality and security of student data, City Year and school security plans will be followed.

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

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

   City Year personnel may, by nature of the services, have access to systems and devices containing Confidential Information, but have no need to actually access such Confidential Information in order to perform Services. City Year therefore agrees to use reasonable efforts to avoid unnecessary exposure by City Year personnel to Confidential Information. City Year further agrees to comply, and agrees to require City Year personnel to comply, with all applicable laws relating to the access, use and disclosure of Confidential Information and any School Information embodied therein. The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

   Notwithstanding the terms of this section, the parties may disclose Confidential Information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government

agency, provided that the disclosing party must provide the other party prompt notice of the order and at the other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

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

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

10.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 23, 2022

Subject: **Maxim Healthcare Staffing**

Staff Analysis: Maxim Healthcare Staffing will provide Behavior Tech's to assist Alum Rock District students at various sites. Services will take place on days school is in session and during the summer program. This is due to the lack of Para II applicants.

Recommendation: Staff recommends that the Board of Trustees approve the contract increase with Maxim Healthcare Staffing in the amount of $160,000 for the 2021-2022 school year. Total contracted amount $1,044,462.

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

Approved by: Barbara Campbell Title: Assistant Superintendent of Instructional Services

To the Board of Trustees: Meeting: July 21, 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

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 226078 Contract Original Amount: $172,325

Vendor Name: Maxim Healthcare Staffing Vendor No. 300165

Please check:

M.M.

_____ Cancel P.O. / Contract

_____ Change Item No.: _____

✓ Increase Amount Line Item No.: _____

_____ Decrease Amount Line Item No.: _____

_____ Add Line No.: _____

_____ Delete Line No.: _____

_____ Add/Change object code to: _____

_____ Add Freight: $_____

_____ Add Tax: _____%

_____ Disencumber

_____ Add/Change Prog. No. to: _____

_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$172,325
Change Order #: 1,2	$+357,000-64,800
Change Order #: 3,4	$309,937+110,000
Change Order #: 5	$160,000
New Contract Total (including Change Orders)	$1,044,462

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
080	~~0000~~ 6546	0	5815	00	5750	1190	000000	380	6546	+148,80	SD	7/12/22
080	~~0000~~ 6500	0	5815	00	5750	1130	000000	380	1750	+11,200		

Reason for Adjustment:

We are needing to add additional time for Behavior Techs to this contract due to lack of applicants for Para II positions.

School/Dept.: Special Education Requested by: Anthony Colonna

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
2930 Gay Avenue, San Jose, CA 95127

10.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: July 8, 2022

Subject: **Silicon Valley Education Foundation**

Staff Analysis: Elevate Math is a summer intervention program designed to elevate student achievement in math for students entering 3rd-7th grade (20 classes total) Computer Science Institute course will expand access to specifically computer science knowledge for students entering 7th and 8th grade (5 classes) These programs will be offered in person and virtually, if needed.

Recommendation: Staff recommends that the Board of Trustees approve the contract increase with Silicon Valley Education Foundation in the amount of $22,300.00, for a total contracted amount of $229,300.00

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

Approved by: Barbara Campbell BC Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: July 21, 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

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 226263 Contract Original Amount: $207,000

Vendor Name: Silicon Valley Education Foundation Vendor No. 018650

Please check:

_____ Cancel P.O. / Contract

_____ Change Item No.: _____

✔ Increase Amount Line Item No.: 1

_____ Decrease Amount Line Item No.: _____

_____ Add Line No.: _____

_____ Delete Line No.: _____

_____ Add/Change object code to: _____

_____ Add Freight: $_____

_____ Add Tax: _____%

_____ Disencumber

_____ Add/Change Prog. No. to: _____

✔ Other Change line 1 & 2 budget code

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$ 207,000.00
Change Order #: 1	$ 22,300.00
Change Order #: _____	$ _____
Change Order #: _____	$ _____
New Contract Total (including Change Orders)	$ 229,300.00

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
060	0000	0	5815	00	1110	1000	000000	360	1190			
060	0000	0	5815	00	1110	1000	000000	360	7392			

Reason for Adjustment:

Added additional hours to teachers workday

Elevate Math - 060-3010-0-5815-00-1110-1000-000010-360-1190 - $22,300.00

School/Dept.: State and Federal Dept Requested by: Maria Patino

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

Sandra Garcia 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.)

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SV [e]F | SILICON VALLEY eDUCATION FOUNDATION

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

Silicon Valley Education Foundation
And
Alum Rock Union School District

This Addendum is attached to, and forms part of, the Memorandum of Understanding between **Silicon Valley Education Foundation** (SVEF), located at 1400 Parkmoor Avenue, Suite 200, San José, CA 96126 and Alum Rock Union School District, located at 2930 Gay Ave, San Jose, CA 95127 to implement SVEF's Elevate [Math] and/or Computer Science Institute programs dated 3/10/22

The section entitled "Class Agreement Breakdown for E[M]:" is hereby deleted in its entirety and replaced by the following:

"**Class Agreement Breakdown for E[M]:**

	# of Classes	**Total Cost** ($16,000 per class)	**District Contribution**
Elevate [Math] 3	**4**	**$64,000**	**$39,440**
Elevate [Math] 4	**4**	**$64,000**	**$39,440**
Elevate [Math] 5	**4**	**$64,000**	**$39,440**
Elevate [Math] 6	**4**	**$64,000**	**$39,440**
Elevate [Math] 7	**4**	**$64,000**	**$39,440**
Total	**20**	**$320,000**	**$180,000**

"

The section entitled "Class Agreement Breakdown for CSI:" is hereby deleted in its entirety and replaced by the following:

"**Class Agreement Breakdown for CSI:**

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	# of Classes	Total Cost ($16,000 per class)	District Contribution
CSI	**5**	**$80,000**	**$49,300**
Total	**5**	**$80,000**	**$49,300**

☒ **SVEF will be responsible for paying teachers and fingerprinting**

☐ **District will be responsible for paying teachers and fingerprinting and…**
☐**will or** ☐**will not invoice SVEF for payment of teacher**
(SVEF will only reimburse up to $5700/ES or MS teacher or $7200/HS teacher) "

[***Signature Page Follows***]

Only the authorized agents or their offices listed below may make changes to this MOU and any future addenda, provided, however, that both parties mutually agree upon such changes in writing.

X _____ _____
District Superintendent or Designee Signature Date

Dr. Hilaria Bauer
Printed Name

SVEF Signatures:

DocuSigned by:
X Denise Williams 5/20/2022
158B1B9A0A21408...
Denise Williams Date
Chief Programs Officer, Silicon Valley Education Foundation

11.07

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

- **May 26, 2022, Special Board Meeting**
- **June 9, 2022, Regular Board Meeting**
- **June 23, 2022, Regular Board Meeting**

RECOMMEND APPROVAL

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommend Approval

11.07
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, May 26, 2022, 6:00 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #17-21/22

1. OPEN SESSION

1.01 Call to Order/Roll Call/Land Acknowledgment/Pledge of Allegiance

President Andrés Quintero welcomed everyone in the audience. President Andrés Quintero called the Board Meeting to order at 6:00 p.m. followed by Roll Call.

Board Members Present:

Andrés Quintero	President
Minh Pham	Vice-President
Corina Herrera-Loera	Clerk
Linda Chavez	Member
Ernesto Bejarano	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Kolvira Chheng	Assistant Superintendent, Business Services
Cesar Torrico	Assistant Superintendent, Human Resources
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office
Patricia Tovar	Executive Assistant, Business Services

1. OPEN SESSION *(continued)*

1.01 Call to Order/Roll Call/Land Acknowledgment/Pledge of Allegiance

President Andrés Quintero said there is a quorum.

2. Business

2.01 The Process for interviewing and selecting a firm for Energy Consulting Services.

Assistant Superintendent Chheng will be facilitating the process.

Assistant Superintendent Chheng explained the process.

Superintendent Bauer said there is usually more than one firm. She said Senior Project Manager at Cumming would explain why there was not more than one.

Teri Mathers explained that there was one firm because many consultants were busy during this time.

MOTION #01-17 by Clerk Corina Herrera-Loera to adopt the process. MOTION #01-17 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Noes: Member Linda Chavez. Vote: 4/1; Motion Carries

Russell Driver from ARC Alternatives answered the questions asked by the Board.

MOTION #02-17 by Member Ernesto Bejarano to approve the firm for Consulting Services. MOTION #02-17 was seconded by Vice-President Minh Pham.

Assistant Superintendent Chheng asked if the Board would consider adding the motion "authorize staff to negotiate the contract for the Board's consideration."

2. Business *(continued)*

AMENDED MOTION #03-17 by Member Ernesto Bejarano to approve the firm for Consulting Services and authorize staff to negotiate the contract. MOTION #03-17 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Noes: Member Linda Chavez
Vote: 4/1; Motion Carries

3. Instructional Services

3.01 Approve School Sponsored Field Trip

MOTION #04-17 by Vice-President Minh Pham to approve Action Item 3.01 as presented. MOTION #04-17 was seconded by Clerk Corina Herrera-Loera.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera.
Vote: 5/0; Motion Carries

4. Human Resources

4.01 Approval and Ratification of Tentative Agreement between the Alum Rock Union Elementary School District and Alum Rock Educators' Association (AREA), for the period July 1, 2022 – June 30, 2023; Disclosure of Major Provisions per AB1200.

MOTION #05-17 by Vice-President Minh Pham to approve Action Item 4.01 as presented. MOTION #05-17 was seconded by Clerk Corina Herrera-Loera.

Public Comment:

1) Jocelyn Merz thanked the Board for their support.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Noes: Member Linda Chavez
Vote: 4/1; Motion Carries

4. Human Resources *(continued)*

4.02 Approve/Ratify Notices of Employment and Changes of Status/ May 26, 2022.

Superintendent Bauer asked that item 4.02 be pulled from the agenda.

5. Closed Session

5.01 Recess to Closed Session

President Andrés Quintero announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

Public Comment:

1) Luvia Solis said she works at Renaissance at Fischer. She said her air conditioning unit in her classroom did not work.

6. RECONVENE TO OPEN SESSION

6.01 Report of Action Taken in Closed Session.

President Andrés Quintero said there was a quorum.

Superintendent Bauer reported the following action.

The Board unanimously approved the transfer of Mr. Jonathan Natividad from Hubbard to Cureton and also, by unanimous vote, authorized
the transfer of Dr. Julio Villalobos from Cesar Chavez Elementary to Joseph George Middle School as per Board Policy.

Assistant Superintendent Torrico reported the following action.

6.08 Three appointment positions Danelle Finnen was approved unanimously by the Board to be the Principal at Renaissance at Mathson, Maria Luptia Gutierrez Principal at Adelante I, and Sandra Velazquez San Antonio.

6.07 The Board voted unanimously to approve the release of employee # 300192.

7. Adjournment

7.01 President Adjourns the Meeting

President Andrés Quintero asked to have a moment of silence in memory of all the children and teachers who lost their lives at Uvalde, Texas

President Andrés Quintero adjourned the meeting at 8:11 p.m.

Respectfully submitted,

Clerk Corina Herrera-Loera
Board Clerk

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, June 9, 2022, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #15-21/22

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Andrés Quintero welcomed everyone in the audience. President Andrés Quintero called the Board Meeting to order at 5:30 pm followed by Roll Call.

Board Members Present:

Andrés Quintero	President	
Minh Pham	Vice-President	
Corina Herrera-Loera	Clerk	
Linda Chavez	Member	*(arrived late at 6:17pm)*
Ernesto Bejarano	Member	

Administrative and Support Staff Members Present:

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

1. OPEN SESSION *(continued)*

1.01 Call to order/Roll Call/Pledge of Allegiance

President Andrés Quintero said there was a quorum.

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

Superintendent Bauer asked to move item 9.01 before item 2.01.

President Andrés Quintero asked to adopt the agenda as amended.

MOTION #01-15 by Vice President Minh Pham to adopt the agenda. MOTION #01-15 was seconded by Clerk Corina Herrera-Loera.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Absent: Member Linda Chavez. Vote: 4/1; Motion Carries

9. Instructional Services

9.01 Teacher of the Year.

Superintendent Bauer asked Principal Sandra Sarmiento to present the Teacher of the Year.

Principal Sandra Sarmiento presented Milton Hernandez from Cassell as the Teacher of the Year.

Teacher Milton Hernandez thanked everyone who selected him as Teacher of Year. He said it was an honor.

Public Comment:

1) Veronica Amador thanked Milton Hernandez for being a great teacher to her. She said she became an educator because of him.

2) Adriane Vane said as a fellow teacher, and she thanked him for all he does for students.

2. Special Presentation

2.01 Presentation and Approval to the ARUSD Strategic Plan.

2. Special Presentation *(continued)*

Aaron Price from Glen Price Group, ARUSD Teacher Sandra Rivera, ARUSD Parent Becky Maguire, ARUSD Parent Sandra Pinal, Catholic Charities of Santa Clara County Early Learning Program Director Deyanira Tellez and Teamsters Yadria Reyes gave a PowerPoint presentation regarding the ARUSD Strategic Plan.

Clerk Corina Herrera-Loera thanked everyone who participated in the ARUSD Strategic Planning Committee. She thanked the Santa Clara County Office of Education. She commented that she would like child care to be taken out.

Member Ernesto Bejarano said many might not want to be multilingual, and he feels it should not be a mandate.

Member Linda Chavez said she thinks about the proficiency level. She said she was late due to her attendance at the Joseph George Middle School graduation.

Superintendent Bauer said the ARUSD Strategic Plan could be brought to the June 23 Board Meeting.

President Andrés Quintero said there be no action taken.

3. Public Members Who Wish To Address The Board

3.01 Requests to Address the Board

1) Veronica Amador said Principal Ivan Montes from San Antonio is amazing. She asked that the playground at San Antonio be opened.

2) Servando Sandoval thanked President Andrés Quintero and Vice-President Minh Pham for attending the Alum Rock Jazz Program. He said transportation for students is complicated and feels it should be provided.

3) Adriane Vane said she has safety concerns and is scared to attend graduations.

4) Sandra Rivera said she should not sign a contract to check out a laptop.

5) Tim Spacek said he is the President of the Jazz Foundation. He said transportation needs to be provided for students.

4. Comments and Communications

4.01 Alum Rock Administrator's Association (ARAA)

Principal, Ivan Montes, shared what was happening at the school sites. He thanked the Director of MOT, Ed Villarreal, for supporting the sites.

4.02 Teamsters

There was no representative from Teamsters.

4.03 California School Employee's Association (CSEA)

There was no representative from CSEA.

4.04 Alum Rock Educator's Association (AREA)

President Jocelyn Merz congratulated all the teachers of the year. She congratulated Mr. Hernandez for representing all the teachers at Alum Rock in the county. She asked the Board to table items 10.08 and 10.09. She wished Assistant Superintendent Sanchez good luck in his next chapter.

4.05 Superintendent

Superintendent Bauer thanked the Measure I Committee for all they did. She said Measure I passed. She thanked Principal Doug Kleinhenz and Eduarda Brasil, School Administrative Assistant, for responding to the incident at the Hillview Library and ensuring kids were safe. She said they are heroes. She congratulated all who retired from Alum Rock.

4.06 Board of Trustees/Communications/ Comments

Vice-President Minh Pham thanked Director Norma Flores and Coordinator Jesus Araujo for putting Parent University together. He said he had a great time. He said he attended the Alum Rock Jazz program. He congratulated all the eighth-graders who graduated. He thanked Assistant Superintendent Sanchez for his many years of service.

Clerk Corina Herrera-Loera said it was heartbreaking what happened in Uvalde, Texas. She said a resolution would be presented to the Board at the next Board meeting regarding school safety.

4. Comments and Communications *(continued)*

Member Ernesto Bejarano said he was happy about the results of Measure I. He said he was initially involved in Measure I. He said he likes the narrative that is changing at Alum Rock. He said Alum Rock is going to A1 credit rating.

Member Linda Chavez thanked all the parents, students, and administration.

President Andrés Quintero thanked the public for passing Measure I. He said Parent University was fantastic, and there was a good turnout. He said he appericated the providers for the music program.

5. Public Hearing

5.01 Staff Presentation. The proposed 2022-23 LCAP draft staff presentation will be held. A copy of the 2022-23 LCAP draft will be available to the public at least 72 hours prior to the Public Hearing. The LCAP draft will be located at the District Office, Receptionist's Desk.

Director Sandra Garcia gave a PowerPoint presentation regarding the 2022-23 LCAP.

5.02 Public Hearing: Local Control and Accountability Plan (LCAP).

President Andrés Quintero opened the hearing at 8:18pm.

President Andrés Quintero closed the hearing at 8:18pm.

5.03 Staff Presentation. The proposed 2022-23 Budget draft staff presentation will be held. A copy of the 2022-23 Budget draft will be available to the public at least 72 hours prior to the Public Hearing, The Budget draft will be located at the Distric Office, Receptionist's Desk.

Assistant Superintendent gave a PowerPoint presentation regarding the 2022-23 Budget.

5.04 Public Hearing: Proposed 2022-23 Budget Adoption

President Andrés Quintero opened the hearing at 8:34pm.

President Andrés Quintero closed the hearing at 8:35pm.

6. Superintendent/ Board Business

6.01 Discussion/Consideration to Approve Resolution No. 58-21/22 Authorizing Remote Virtual/Teleconference Meetings Of the Board And District Committees Subject to the Brown Act for the Period June 16, 2022-July 16, 2022.

MOTION #02-15 by Member Linda Chavez to approve Action Item 6.01 as presented. MOTION #02-15 was seconded by Clerk Corina Herrera-Loera.

Vice-President Minh Pham asked the administration to draw a plan for a proposed return in person sometime in September 2022.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

7. Business Services

7.01 Approve Contract for Legal Services with Dannis Woliver Kelley (DWK).

MOTION #03-15 by Vice-President Minh Pham to approve Action Item 7.01 as presented. MOTION #03-15 was seconded by Member Ernesto Bejarano.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

7.02 Approve Resolution No. 55-21/22 Committed General Fund Balance.

MOTION #04-15 by Vice-President Minh Pham to approve Action Item 7.02 as presented. MOTION #04-15 was seconded by Member Ernesto Bejarano.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

8. Bonds

8.01 Citizen's Oversight Committee (CBOC) Appointment.

MOTION #05-15 by Member Linda Chavez to approve Action Item 8.01 as presented. MOTION #05-15 was seconded by Clerk Corina Herrera-Loera.

8. Bonds *(continued)*

Public Comment:

1) Alison Cingoloni thanked Ms. Aurelia Bernardo for joining the CBOC and for her willingness to serve. She said this is essential work.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

9. Instructional Services

9.01 California Department of Education Expenditure Quarter 3 Report, from Aptitud Community Academy at Goss Early Literacy Support Block Grant (ELSB), and Literacy Action Plan.

MOTION #06-15 by Vice-President Minh Pham to approve Action Item 9.01 as presented. MOTION #06-15 was seconded by Member Ernesto Bejarano.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

10. Human Resources

10.01 Approve Resolution No. 56-21/22 – Recognition of Classified Retirees.

MOTION #07-15 by Vice-President Minh Pham to approve Action Item 10.01 as presented. MOTION #07-15 was seconded by Clerk Corina Herrera-Loera.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

10.02 Approve Resolution No. 57-21/22 – Recognition of Certificated Retirees.

MOTION #08-15 by Vice-President Minh Pham to approve Action Item 10.02 as presented. MOTION #08-15 was seconded by Member Linda Chavez.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

Assistant Superintendent Torrico shared a video regarding the Retiree celebration.

10. Human Resources

10.03 Resignations

10.04 Approval of CSEA Chapter #305 Salary Schedule Increase for the 2022-2023 school year.

MOTION #09-15 by Member Ernesto Bejarano to approve Action Item 10.04 as presented. MOTION #09-15 was seconded by Clerk Corina Herrera-Loera.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Noes: Member Linda Chavez. Vote: 4/1; Motion Carries

10.05 Approval of 5% increase to Salary Schedules for Certificated Management, Classified Management, Supervisory and Confidential Employees effective July 1, 2022.

MOTION #10-15 by Member Ernesto Bejarano to approve Action Item 10.05 as presented. MOTION #10-15 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Noes: Member Linda Chavez. Vote: 4/1; Motion Carries

10.06 Approval of Superintendent's 5% raise effective July 1, 2022.

MOTION #11-15 by Clerk Corina Herrera-Loera to approve Action Item 10.06 as presented. MOTION #11-15 was seconded by Member Ernesto Bejarano.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Noes: Member Linda Chavez. Vote: 4/1; Motion Carries

10.07 Approval New Management Position and Job Description-Transportation Manager.

MOTION #12-15 by Vice-President Minh Pham to approve Action Item 10.07 as presented. MOTION #12-15 was seconded by Clerk Corina Herrera-Loera.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

10. Human Resources *(continued)*

10.08 Approve New Position and Job Description –TOSA- Intervention Specialist.

Assistant Superintendent Torrico said items 10.08 and 10.09 are not management positions but regular certificated positions.

MOTION #13-15 by Vice-President Minh Pham to approve Action Item 10.08 with the stipulation to negotiate with AREA. MOTION #13-15 was seconded by Clerk Corina Herrera-Loera.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham and Clerk Corina Herrera-Loera. Noes: Member Linda Chavez and Member Ernesto Bejarano. Vote: 3/2; Motion Carries

10.09 Approve New Position and Job Description –TOSA- Induction and New Teacher Support TK-8th Grade.

MOTION #14-15 by Vice-President Minh Pham to approve Action Item 10.09 with the stipulation to negotiate with AREA. MOTION #14-15 was seconded by Clerk Corina Herrera-Loera

Public Comment:

1) Jocelyn Merz thanked the Board for the motion made on both items. She said no one reached out to her to bargain the job descriptions.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham and Clerk Corina Herrera-Loera. Noes: Member Linda Chavez and Member Ernesto Bejarano. Vote: 3/2; Motion Carries

11. Contracts Over $100,000

11.01 Approve the Contract for the 2022/2023 SY with Delta Healthcare Providers for Speech Therapy Services. Submitted by : Special Education Department, $151,200 dollars.

MOTION #15-15 by Member Linda Chavez to approve Action Item 11.01 as presented. MOTION #15-15 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

11. Contracts Over $100,000 *(continued)*

11.02 Approve the Contract with Nearpod for the 2022/2023 SY. Nearpod is an Instructional Tool for Teaching and Learning that is Utilized by Teachers and Students in Every Subject at Every Grade Level. Submitted by: Academic Services, $105,919.55 dollars.

MOTION #16-15 by Vice-President Minh Pham to approve Action Item 11.02 as presented. MOTION #16-15 was seconded by Member Linda Chavez.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

11.03 Approve the contract with CARAHSOFT for the Purchase of SAAS Based Licenses for Migration to a New District Phone System. Submitted by: Technology Department, $278,647,53. Dollars.

MOTION #17-15 by Vice-President Minh Pham to approve Action Item 11.03 as presented. MOTION #17-15 was seconded by Member Linda Chavez.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

11.04 Approve the Contract with The Stepping Stones Group for the 2021/2022 Extended School Year Program and the 2022-2023 School Year for Mental Health Services. Submitted by: Special Education Department, $146,300 dollars.

MOTION #18-15 by Member Linda Chavez to approve Action Item 11.04 as presented. MOTION #18-15 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

11.05 Approve the Contract with School Innovations & Achievement for the 2022/2023, 2023/2024, and 2024/2025 SY. This Contract will Provide Access to Attention2Attendance (A2A) a Web-Based Student Attendance System. Submitted by: Student Services, $206,400 dollars.

MOTION #19-15 by Member Linda Chavez to approve Action Item 11.05 as presented. MOTION #19-15 was seconded by Vice-President Minh Pham.

11. Contracts Over $100,000 *(continued)*

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

> **11.06 Approve the Piggyback Contrat with Palace Business Solutions for the 2022/2023, 2023/2024 and 2024/2025 SY. This Three Year Contract if for the Purchase of Janitorial Services and Related Products and Services for the District. Submitted by: Maintenance, Operations & Transportation, $279,489.60 per year.**

MOTION #20-15 by Vice-President Minh Pham to approve Action Item 11.06 as presented. MOTION #20-15 was seconded by Clerk Corina Herrera-Loera.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

12. Contract Extensions over $100,000

> **12.01 Approve the Contract Extension with Maxim Healthcare Staffing for Behavior Techs., 2021/2022 SY. Submitted by: Special Education, Increase amount $110,000 dollars.**

MOTION #21-15 by Vice-President Minh Pham to approve Action Item 12.01 as presented. MOTION #21-15 was seconded by Member Linda Chavez.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

13. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 13.01,13.02, 13.03, 13.04, 13.05, 13.06, 13.07,13.08, 13.09, 13.10,13.11, 13.12 and 13.13.***

13. CONSENT CALENDAR *(continued)*

- ***Agenda Item 13.01*** *Approve Board Meeting Minutes for the following dates: April 5, 2022, Special Board Meeting, April 14, 2022, Regular Board Meeting and May 12, 2022, Regular Board Meeting.*
- ***Agenda Item 13.02*** *Approve Acceptance of Donations.*
- ***Agenda Item 13.03*** *Approve Fundraising Activities.*
- ***Agenda Item 13.04*** *Approve Acceptance of Grant/Award Notification.*
- ***Agenda Item 13.05*** *Approve Acceptance of Vendor & Payroll Warrants.*
- ***Agenda Item 13.06*** *Approve the Santa Clara County Treasury Investment Portfolio Status.*
- ***Agenda Item 13.07*** *Approve Education Protection Account (EPA) Spending Plan for 2022-2023.*
- ***Agenda Item 13.08*** *Approve Donation of Surplus Equipment to Talent Development Center Charity.*
- ***Agenda Item 13.09*** *Resolution No. 54-21/22 Delegation of Authority to Award Contracts for Facilities Improvements in the Event of any Unforeseen Urgent Need District Wide.*
- ***Agenda Item 13.10*** *Approve Contracts for Professional Services-Firms/Organizations.*
- ***Agenda Item 13.11*** *Approve Memorandum(s) of Understanding (s).*
- ***Agenda item 13.12*** *Approve/Ratify Notices of Employment and Changes of Status/June 9, 2022.*
- ***Agenda Item*** *13.13 Current Enrollment.*

MOTION #22-15 by Member Minh Pham to approve Agenda Items 13.01,13.02, 13.03, 13.04, 13.05, 13.06, 13.07,13.08, 13.09, 13.10,13.11, 13.12 and 13.13 as presented. MOTION #22-15 was seconded by Member Linda Chavez.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

14. Closed Session

14.01 Recess to Closed Session

President Andrés Quintero announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

15. RECONVENE TO OPEN SESSION

15.01 Report of Action Taken in Closed Session.

President Andrés Quintero said there was a quorum.

Assistant Superintendent Torrico reported the following actions.

14.06 Motion made by Member Linda Chavez and Second by Vice-President Minh Pham approved Suzanne Cicala and Oscar Guzman as Assistant Principals at Sheppard Middle School and Joseph George Middle School with a vote of 5/0.

14.07 Motion made by Member Linda Chavez and Second by Clerk Corina Herrera-Loera to approve the appointment of Alecia Kelley at Cassell and Vanessa Garcia at Dorsa with a vote of 5/0

16. Future Board Agenda Requests

16.01 Future Board Agenda Requests

President Andrés Quintero asked that Board members email any future Board Agenda requests to Superintendent Bauer.

17. ADJOURNMENT

17.01 President Adjourns the Meeting

President Andrés Quintero adjourned the meeting at 10:27 pm.

Respectfully submitted,

_____

Corina Herrera-Loera, Board Clerk
mc

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, June 23, 2022, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #16-21/22

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Andrés Quintero welcomed everyone in the audience. President Andrés Quintero called the Board Meeting to order at 5:30 pm followed by Roll Call.

Board Members Present:

Andrés Quintero	President
Minh Pham	Vice-President
Corina Herrera-Loera	Clerk
Linda Chavez	Member
Ernesto Bejarano	Member

Administrative and Support Staff Members Present:

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

1. OPEN SESSION *(continued)*

1.01 Call to order/Roll Call/Pledge of Allegiance

President Andrés Quintero said there was a quorum.

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

MOTION #01-16 by Member Linda Chavez to adopt the agenda as is. MOTION #01-16 was seconded by Vice-President Minh Pham.

Public Comment:

1) Carlos Moran said he had heard that Assistant Superintendent Sanchez was leaving the district and wanted to wish him the best.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

There were no members of the public who wished to address the Board.

3. Comments and Communications

3.01 Alum Rock Administrator's Association (ARAA)

There was no representative from ARAA.

3.02 Teamsters

There was no representative from Teamsters.

3.03 California School Employee's Association (CSEA)

There was no representative from CSEA.

3.04 Alum Rock Educator's Association (AREA)

There was no representative from AREA.

3. Comments and Communications *(continued)*

3.05 Superintendent

Superintendent Bauer said the district is having summer school programming for students. She thanked everyone and the Board for all their support.

3.06 Board of Trustees/Communications/ Comments

Vice-President Minh Pham said he looked forward to seeing the students back coming this fall. He thanked Assistant Superintendent Sanchez for all his work in Alum Rock.

Member Ernesto Bejarano said Alum Rock has challenges due to the resources. He said some of the work on the facilities have been started. He commented he appreciated the staff for all the work they have done.

Clerk Corina Herrera-Loera acknowledged the community for coming to the Hillview Library in support of stopping gun violence. She said she would bring the resolution to the next Board meeting regarding safer schools.

President Andrés Quintero said he attended the graduation ceremony at Hubbard Media Arts. He commented that he wanted to recognize the staff committed to serving students. He said that the district has been under attack with statements being made. He asked that Superintendent Bauer elaborates on the statements being made.

Superintendent Bauer said the air conditioning units are working at the schools. She commented that direction had been given to staff on how the use of the air conditioning units.

4. Superintendent/ Board Business

4.01 Approve Superintendent's Master Degree Stipend.

MOTION #02-16 by Member Linda Chavez to approve Action Item 4.01 as presented. MOTION #02-16 was seconded by Clerk Corina Herrera-Loera.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

4. Superintendent/ Board Business *(continued)*

4.02 Discussion/Consideration to Approve Resolution No. 64-21/22 Authorizing Remote Virtual/Teleconference Meetings Of The Board And District Committees Subject To The Period June 24, 2022 –July 25, 2022.

MOTION #03-16 by Member Linda Chavez to approve Action Item 4.02 as presented. MOTION #03-16 was seconded by Member Ernesto Bejarano.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

4.03 Adopt Resolution #62-21/22 Order of Election, Specifications of the Election Order, and Consolidation Request.

MOTION #04-16 by Member Linda Chavez to approve Action Item 4.03 as presented. MOTION #04-16 was seconded by Member Ernesto Bejarano.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

4.04 Approval of the ARUSD Strategic Plan.

Member Ernesto Bejarano said he is proposing as part of the motion to include a report to come yearly to the Board to see the district's work with what is said in the plan.

MOTION #05-16 by Member Linda Chavez to approve Action Item 4.03 as presented, and annually, the staff comes back with an assessment of the Strategic Plan for review. MOTION #05-16 was seconded by Member Ernesto Bejarano.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

4.05 Approval Renewal of Contract for Legal Services with Rehon & Roberts, APC.

MOTION #06-16 by Vice-President Minh Pham to approve Action Item 4.05 as presented. MOTION #06-16 was seconded by Clerk Corina Herrera-Loera.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Noes: Member Linda Chavez. Vote: 4/1; Motion Carries

5. Business Services

5.01 Adoption of the District's Proposed 2022-23 Budget.

MOTION #07-16 by Clerk Corina Herrera-Loera to approve Action Item 5.01 as presented. MOTION #07-16 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Noes: Member Linda Chavez. Vote: 4/1; Motion Carries

5.02 Approve Contract with ARC Alternatives for Energy Consultant Services.

MOTION #08-16 by Member Ernesto Bejarano to approve Action Item 5.02 as presented. MOTION #08-16 was seconded by Clerk Corina Herrera-Loera.

Roll call vote: Ayes: President Andrés Quintero, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Noes: Member Linda Chavez. Vote: 4/1; Motion Carries

6. Instructional Services

6.01 Approve Universal Prekindergarten Planning and Implementation Plan in Alum Rock Union Elementary School District.

MOTION #09-16 by Member Linda Chavez to approve Action Item 6.01 as presented. MOTION #09-16 was seconded by Clerk Corina Herrera-Loera.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

6.02 Approve California State Preschool Program (CSPP) Contract (CSPP)-2537.

MOTION #10-16 by Member Linda Chavez to approve Action Item 6.02 as presented. MOTION #10-16 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

6. Instructional Services *(continued)*

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

MOTION #11-16 by Member Linda Chavez to approve Action Item 6.03 as presented. MOTION #11-16 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

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

MOTION #12-16 by Member Linda Chavez to approve Action Item 6.04 as presented. MOTION #12-16 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

6.05 Pathway to Seal of Biliteracy Achievement Awards Student Recognition.

Principal Luptia Gutierrez and Principal on Special Assignment George Kleidon gave a PowerPoint presentation regarding the Pathway to Seal Biliteracy Achievement Awards Student Recognition.

8th Grade

- Guadalupe Reyes Plancarte
- Aylin Santos
- Jovan Sarellano Moreno
- Enrique Hernandez Juarez
- Ofelia Mares
- Andrea Padilla
- Diego Escobar
- Victoria Fierro Paredes
- Anahis Frias Barajas
- Miriam Guzman Arroyo
- Valeria Heredia

5th Grade

Christian Marin
Camilia Martinez Polanco
Liliana Ojeda
Arleen Vazquez Orozco

6. Instructional Services *(continued)*

6.06 Review and Approve the 2022-2023 Local Control Accountability Plan (LCAP) 2021-2022 LCAP Annual Update, 2022-2023 Budget Overview for Parents and 2022-2023 LCAP Addendum.

MOTION #13-16 by Member Linda Chavez to approve Action Item 6.06 as presented. MOTION #13-16 was seconded by Clerk Corina Herrera-Loera.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

6.07 Local Control Accountability Plan (LCAP) 2022/2023: Aptitud Community Academy.

Directors Sandra Garica and Barbara Campbell gave a PowerPoint presentation regarding the LCAP Plan 2022/2023 Aptitud Community Academy.

Member Ernesto Bejarano asked how the Board could access all the data.

Superintendent Bauer said she could work with Director Sandra Garcia to send the Board the raw data.

7. Human Resources

7.01 Approve Classified Substitue Pay Rates Effective 7-1-2022.

MOTION #14-16 by Vice-President Minh Pham to approve Action Item 7.01 as presented. MOTION #14-16 was seconded by Member Ernesto Bejarano.

President Andrés Quintero called for a break at 7:54pm will be back in 5 minutes.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

7.02 Approve New Position and Job Description –Occupational Therapist.

MOTION #15-16 by Vice-President Minh Pham to approve Action Item 7.02 as presented. MOTION #15-16 was seconded by Member Linda Chavez.

7. Human Resources *(continued)*

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

7.03 Approve New Position and Job Description –Behavior Intervention Supervisor.

MOTION #16-16 by Member Linda Chavez to approve Action Item 7.03 as presented. MOTION #16-16 was seconded by Vice-President Minh Pham.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

7.04 Resignations

8. Contracts Over $100,000

8.01 Approve the Contract with Maxim Healthcare Staffing for the 2022/2023 SY. This contract is for Speech Therapy Services at various sites where they need has been identified per the students IEP. Submitted by: Special Education Department, $894,600 dollars.

MOTION #17-16 by Vice-President Minh Pham to approve Action Item 8.01 as presented. MOTION #17-16 was seconded by Member Linda Chavez.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

8.02 Approve the Contract with VocoVision LLC DBA: Blazerworks for Occupational Therapist Services at various sites during the 2022-2023 SY. Mental Health Behavioral Counseling Support Services will also be provided at the Ocala ED Program. In addition this contract includes the Exended Year Program for the 2021/2022 and 2022-2023 SY. Submitted by: Special Education Department, $487,620 dollars.

MOTION #18-16 by Member Linda Chavez to approve Action Item 8.02 as presented. MOTION #18-16 was seconded by Vice-President Minh Pham.

8. Contracts Over $100,000 *(continued)*

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

> **8.03 Approve the use of CMAS-Base GSA Contract #47QSWA18D003K (CMAS #3-18-84 0054D) awarded to ICU Technologies. This contract is for the purchase of vape detection devices for all District school sites based on the California Tobacco Settlement Grant. Submitted by: Technology Department, $208, 845.30 dollars.**

MOTION #19-16 by Member Linda Chavez to approve Action Item 8.03 as presented. MOTION #19-16 was seconded by Clerk Corina Herrera-Loera.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

9. Contract Extensions over $100,000

> **9.01 Approve the Contract Extension for the 2021-2022 School Year with Swing Education. This contract provided certificated and classified substitutes. Submitted by: Human Resources, $20,100 dollars.**

MOTION #20-16 by Vice-President Minh Pham to approve Action Item 9.01 as presented. MOTION #20-16 was seconded by Member Linda Chavez.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

10. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 10.01,10.02, 10.03, 10.04, 10.05, and 10.06.***

- ***Agenda Item 10.01*** *Approve /Ratify Notices of Employment and Changes of Status/June 23, 2022.*
- ***Agenda Item 10.02*** *Approve Acceptance of Donations.*
- ***Agenda Item 10.03*** *Approve Acceptance of Grant/Award Notification.*
- ***Agenda Item 10.04*** *Approve Adoption of Piggybackable Contracts for items such as Equipment, Materials, Supplies and Services (non-construction services).*
- ***Agenda Item 10.05*** *Approve Contracts for Professional Services-Firms/Organizations*
- ***Agenda Item 10.06*** *Current Enrollment.*

10. CONSENT CALENDAR *(continued)*

MOTION #21-16 by Member Minh Pham to approve Agenda Items 10.01,10.02, 10.03, 10.04, 10.05, and 10.06 as presented. MOTION #21-16 was seconded by Member Linda Chavez.

Roll call vote: Ayes: President Andrés Quintero, Member Linda Chavez, Vice-President Minh Pham, Member Ernesto Bejarano and Clerk Corina Herrera-Loera. Vote: 5/0; Motion Carries

11. Closed Session

11.01 Recess to Closed Session

President Andrés Quintero announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

12. RECONVENE TO OPEN SESSION

12.01 Report of Action Taken in Closed Session.

President Andrés Quintero said there was a quorum.

Superintendent Bauer reported the following action.

11.05 The Board unanimously approved Rogelio Martinez as Vice-Principal at Adelante I effective July 1 2022.

13. Future Board Agenda Requests

13.01 Future Board Agenda Requests

President Andrés Quintero asked that Board members email any future Board Agenda requests to Superintendent Bauer.

14. ADJOURNMENT

14.01 President Adjourns the Meeting

President Andrés Quintero adjourned the meeting at 9:31 pm.

Respectfully submitted,

Corina Herrera-Loera, Board Clerk
mc

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

11.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: July 5, 2022

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated July 21 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: July 21, 2022
Regular Board Meeting

Recommend Approval

11.02
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
July 21, 2022

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Alum Rock Jazz Foundation	Materials & Supplies	$ 650.00	ARUESD_Jazz Program
Mildred Goss School PTA	Materials & Supplies	$ 1,100.00	Aptitud Academy at Goss
O'Neill Sea Odyssey	Materials & Supplies	$ 1,905.74	Renaissance Academy
Mr. & Ms. Maukoun Srean	Materials & Supplies	$ 70.00	Sheppard Middle

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: June 15th, 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

Hilaria Bauer, Ph.D., Superintendent

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

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***

June 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:

Mildred Goss School PTA **$1,100.00** **Check #:1114**

This donation will be used for bus transportation and field trips.

Please deposit into donation account: 060-9010-0-4300-00-1110-1000-000000-120-2110

Sincerely,

Rebecca Jensen
Principal

Renaissance Academy of Arts, Science, and Social Justice
1720 Hopkins Dr. ♦ San Jose, Ca. 95122 ♦ Phone: (408) 928-1950 ♦ Fax: (408) 928-1951

June 13th, 2022

Alum Rock School District
Board of Trustees
2930 Gay Ave.
San Jose, Ca. 95127

Dear Board of Trustees:

Please accept the following Donation Grant for Board approval:

Company/ Sponsor(s) Name	Amount	To Be Used For
O'Neill Sea Odyssey	$1905.74	Grant to Ms. Ultreras To be used for Field Trips, Busing and Classroom supplies.

Total Amount of Donations: $1905.74
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

June 15, 2022

To: Hilaria Bauer, Ph.D., Superintendent
Honorable Board Members
Alum Rock Union Elementary School District

From: Jennifer Doherty, Principal

Re: Monetary Donations to Sheppard Middle School

Please accept the following donation to be used toward Sheppard's instructional program including, integrating technology, professional development, staff activities that build capacity for shared leadership, community connections and events, student events, students, staff and family recognition.

Maukoun Srean $ 70.00

Please deposit into the donation account 06 2110 0 4300 00 1110 1000 0000000 170 2110.

Thank you in advance for your approval.

Jennifer Doherty
Principal, Sheppard Middle School

11.03

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: July 1, 2022

Subject: **Vendor & Payroll Warrants**

Staff Analysis: Summary of Vendor and Payroll Warrants issued during June month of Fiscal Year 2021/2022.

Total of vendor warrants	$	4,635,988.84
Total of payroll warrants	$	4,678,656.91
Total	**$**	**9,314,645.75**

Recommendation: Staff recommends approval of the Vendor & Payroll Warrants for the month of June 2022.

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

To the Board of Trustees: Meeting: July 21, 2022
Regular Board Meeting

Recommend Approval

11.03
Agenda Placement

Hilaria Bauer, ~~Ph.D.~~, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

June 2022

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$2,670,344.90
120	Child Development Fund	$12,319.47
130	Cafeteria Fund	$370,878.06
140	Deferred Maintenance Fund	$78,361.00
210	Building Fund	$112,237.53
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	$1,365,879.52
	Subtotal	**$4,610,020.48**
088	Student Body Fund	$25,968.36
	Total Vendor Warrants	**$4,635,988.84**

	PAYROLL WARRANTS	
	10th of the month	$549,521.24
	EOM Payroll	$1,444,955.17
	AREA EOM	$2,684,180.50
	Manual Checks	$0.00
	Void Checks	$0.00
	Total Payroll Warrants	**$4,678,656.91**
	Grand Total All Warrants	**$9,314,645.75**

	From		To
AP Warrants used #	4012887	-	4013543
Payroll Direct Deposit Pay Stub used #	4738454	-	4739928
Payroll Checks used #	4403613	-	4403743

AP Check Register - Pivot Table Summary by Vendor
June 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
4IMPRINT INC.	6/3/2022	4012902	060	$ 698.82
	6/29/2022	4013434	010	$ 379.78
	6/10/2022	4013019	060	$ 9,161.14
	6/24/2022	4013266	010	$ 6,479.51
			060	$ 2,248.40
	6/28/2022	4013398	010	$ 1,088.65
4IMPRINT INC. Total				**$ 20,056.30**
ACCUTRAIN CORPORATION	6/17/2022	4013164	060	$ 575.00
ACCUTRAIN CORPORATION Total				**$ 575.00**
ACE CHARTER SCHOOLS	6/10/2022	4013020	010	$ 12,997.00
ACE CHARTER SCHOOLS Total				**$ 12,997.00**
ACHIEVE KIDS	6/17/2022	4013133	080	$ 30,127.00
ACHIEVE KIDS Total				**$ 30,127.00**
ACME PACIFIC REPAIRS INC.	6/7/2022	4012985	050	$ 466.25
ACME PACIFIC REPAIRS INC. Total				**$ 466.25**
ACTION TOWING AND ROAD SERVICE	6/10/2022	4013063	010	$ 159.50
	6/24/2022	4013347	010	$ 767.25
ACTION TOWING AND ROAD SERVICE Total				**$ 926.75**
ADVERTISERS DIRECT INC	6/3/2022	4012913	010	$ 5,805.00
ADVERTISERS DIRECT INC Total				**$ 5,805.00**
AGiRepair INC.	6/29/2022	4013435	010	$ 129.00
AGiRepair INC. Total				**$ 129.00**
AIDA IBANEZ	6/30/2022	4013501	130	$ 59.09
AIDA IBANEZ Total				**$ 59.09**
AKJ WHOLESALE LLC	6/7/2022	4012973	060	$ 1,092.52
AKJ WHOLESALE LLC Total				**$ 1,092.52**
ALBERT I. SALCIDO	6/17/2022	4013197	010	$ 4,287.50
			088	$ 4,410.00
		4013222	088	$ 2,953.13
	6/30/2022	4013533	010	$ 3,232.50
ALBERT I. SALCIDO Total				**$ 14,883.13**
ALEXIS PARDO	6/3/2022	4012914	080	$ 25.74
ALEXIS PARDO Total				**$ 25.74**
ALFARO, YOLANDA DUNZZ	6/7/2022	4012961	010	$ 214.10
ALFARO, YOLANDA DUNZZ Total				**$ 214.10**
ALFREDO CASTANEDA	6/24/2022	4013362	060	$ 4,000.00
ALFREDO CASTANEDA Total				**$ 4,000.00**
ALIA	6/17/2022	4013157	060	$ 6,909.09
	6/30/2022	4013519	060	$ 6,909.09
ALIA Total				**$ 13,818.18**
ALLIANCE FOR YOUTH ACHIEVEMENT	6/29/2022	4013461	010	$ 30.00
ALLIANCE FOR YOUTH ACHIEVEMENT Total				**$ 30.00**
ALLIED REFRIGERATION INC.	6/10/2022	4013064	050	$ 93.96
	6/13/2022	4013121	050	$ 1,034.80
ALLIED REFRIGERATION INC. Total				**$ 1,128.76**
ALPHA JOSE HERNANDEZ (ALPHA	6/10/2022	4013021	010	$ 38,767.00
ALPHA JOSE HERNANDEZ (ALPHA Total				**$ 38,767.00**

AP Check Register - Pivot Table Summary by Vendor
June 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
ALPHA PUBLIC SCHOOLS INC.	6/10/2022	4013022	010	$ 45,338.00
ALPHA PUBLIC SCHOOLS INC. Total				**$ 45,338.00**
ALUM ROCK #305	6/29/2022	4013462	010	$ 428.00
ALUM ROCK #305 Total				**$ 428.00**
ALUM ROCK ADMINISTRATORS ASSOC	6/29/2022	4013463	010	$ 515.00
ALUM ROCK ADMINISTRATORS ASSOC Total				**$ 515.00**
AMAZON CAPITAL SERVICES	6/17/2022	4013223	010	$ 25.68
AMAZON CAPITAL SERVICES Total				**$ 25.68**
AMAZON WEB SERVICES INC.	6/17/2022	4013148	010	$ 934.44
AMAZON WEB SERVICES INC. Total				**$ 934.44**
AMAZON.COM LLC	6/17/2022	4013175	060	$ 125.40
		4013198	010	$ 163.64
	6/3/2022	4012903	010	$ 851.09
	6/29/2022	4013436	010	$ 546.80
		4013448	010	$ 18.78
	6/7/2022	4012974	010	$ 818.20
			130	$ 1,060.29
	6/10/2022	4013072	010	$ 62.80
		4013100	010	$ 4,773.60
			060	$ 823.34
		4013117	010	$ 58.42
AMAZON.COM LLC Total				**$ 9,302.36**
AMERICAN FIDELITY ASSURANCE	6/29/2022	4013464	010	$ 14,180.00
AMERICAN FIDELITY ASSURANCE Total				**$ 14,180.00**
AMERICAN FIDELITY ASSURANCE CO	6/29/2022	4013465	010	$ 28,435.96
AMERICAN FIDELITY ASSURANCE CO Total				**$ 28,435.96**
AMY ELIZABETH RODRIGUES	6/17/2022	4013134	010	$ 16.38
AMY ELIZABETH RODRIGUES Total				**$ 16.38**
ANDRE BOUDIN BAKERIES	6/17/2022	4013224	010	$ 200.28
	6/3/2022	4012915	010	$ 180.45
	6/24/2022	4013322	060	$ 609.16
ANDRE BOUDIN BAKERIES Total				**$ 989.89**
ANGELA IRVINE	6/29/2022	4013424	010	$ 322.00
ANGELA IRVINE Total				**$ 322.00**
ANNYA R ARTIGAS	6/3/2022	4012916	010	$ 334.35
	6/24/2022	4013363	010	$ 103.53
			060	$ 118.92
ANNYA R ARTIGAS Total				**$ 556.80**
ANTONIO ANAYA	6/30/2022	4013534	010	$ 220.79
ANTONIO ANAYA Total				**$ 220.79**
APPLE INC.	6/17/2022	4013176	060	$ 273.16
	6/10/2022	4013006	060	$ 4,740.62
	6/30/2022	4013497	060	$ 1,146.80
APPLE INC. Total				**$ 6,160.58**
ARAMARK UNIFORM & CAREER	6/17/2022	4013257	130	$ 1,922.06
ARAMARK UNIFORM & CAREER Total				**$ 1,922.06**
ARUESD - CAFETERIA FUND	6/24/2022	4013361	130	$ 55.00

AP Check Register - Pivot Table Summary by Vendor
June 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
ARUESD - CAFETERIA FUND Total			$	55.00
ARUESD - REVOLVING FUND	6/24/2022	4013332	010	$ 215.03
ARUESD - REVOLVING FUND Total			$	215.03
ASSOCIATION OF CALIFORNIA	6/29/2022	4013466	010	$ 2,986.65
ASSOCIATION OF CALIFORNIA Total			$	2,986.65
AT&T	6/10/2022	4013051	010	$ 3,474.43
	6/28/2022	4013399	010	$ 774.64
AT&T Total			$	4,249.07
AXIOM COMMUNICATIONS SYSTEMS	6/24/2022	4013373	050	$ 5,290.00
	6/30/2022	4013520	050	$ 3,639.58
AXIOM COMMUNICATIONS SYSTEMS Total			$	8,929.58
A-Z BUS SALES INC	6/10/2022	4013042	010	$ 871.88
A-Z BUS SALES INC Total			$	871.88
BALCO HOLDINGS INC	6/17/2022	4013250	010	$ 20,265.91
	6/24/2022	4013374	010	$ 1,212.27
	6/30/2022	4013482	010	$ 2,007.27
BALCO HOLDINGS INC Total			$	23,485.45
BALLOONATICS INC.	6/17/2022	4013199	088	$ 340.00
		4013225	010	$ 207.28
BALLOONATICS INC. Total			$	547.28
BANTILAN, RAZZI P. AND ESTELA	6/7/2022	4012962	010	$ 214.10
BANTILAN, RAZZI P. AND ESTELA Total			$	214.10
BARNES AND NOBLE	6/7/2022	4012975	010	$ 1,099.16
	6/10/2022	4013007	060	$ 387.74
		4013073	060	$ 336.34
BARNES AND NOBLE Total			$	1,823.24
BARRY PRICE SCOTT	6/24/2022	4013273	010	$ 214.10
BARRY PRICE SCOTT Total			$	214.10
BAUDVILLE INC.	6/24/2022	4013274	010	$ 169.06
BAUDVILLE INC. Total			$	169.06
BAY AREA FLOOR MACHINE	6/30/2022	4013512	010	$ 1,896.09
		4013521	010	$ 643.12
BAY AREA FLOOR MACHINE Total			$	2,539.21
BELUSA LLC	6/24/2022	4013381	010	$ 1,113.49
BELUSA LLC Total			$	1,113.49
BENCHMARK EDUCATION COMPANY	6/29/2022	4013449	120	$ 1,859.38
BENCHMARK EDUCATION COMPANY Total			$	1,859.38
BERNAL, STEPHANIE	6/17/2022	4013135	010	$ 521.85
BERNAL, STEPHANIE Total			$	521.85
BERTHA RAZO	6/24/2022	4013275	060	$ 23.75
BERTHA RAZO Total			$	23.75
BIANCA ORTIZ	6/10/2022	4013008	080	$ 107.06
BIANCA ORTIZ Total			$	107.06
BIOMETRICS4ALL INC.	6/10/2022	4013057	010	$ 9.00
BIOMETRICS4ALL INC. Total			$	9.00
BLUETRITION BRANDS INC.	6/17/2022	4013249	060	$ 21,528.27
	6/7/2022	4012960	010	$ 425.89

AP Check Register - Pivot Table Summary by Vendor
June 2022

Vendor Name	Date	Warrant #	Fund		Sum of Amount
BLUETRITION BRANDS INC.	6/7/2022	4012960	080	$	58.87
	6/10/2022	4013113	010	$	172.25
			130	$	73.88
		4013116	010	$	660.18
			050	$	160.81
	6/24/2022	4013345	010	$	488.83
		4013346	010	$	687.50
			050	$	52.72
			080	$	65.89
	6/28/2022	4013419	060	$	15,011.81
	6/30/2022	4013496	010	$	687.50
			050	$	52.72
			080	$	65.89
BLUETRITION BRANDS INC. Total				**$**	**40,193.01**
BRIDGE WIRELESS INC	6/17/2022	4013226	010	$	1,897.50
	6/10/2022	4012994	060	$	256.17
	6/24/2022	4013364	010	$	5,861.88
BRIDGE WIRELESS INC Total				**$**	**8,015.55**
CALIFORNIA ASSOCIATION FOR	6/29/2022	4013450	060	$	570.00
CALIFORNIA ASSOCIATION FOR Total				**$**	**570.00**
CALIFORNIA CONSULTING INC	6/10/2022	4013052	010	$	11,000.00
CALIFORNIA CONSULTING INC Total				**$**	**11,000.00**
CALIFORNIA SPORT DESIGN	6/3/2022	4012895	010	$	7,664.39
			130	$	2,550.95
CALIFORNIA SPORT DESIGN Total				**$**	**10,215.34**
CALIFORNIA UNITED MECHANICAL,	6/17/2022	4013227	010	$	7,549.07
	6/30/2022	4013490	050	$	8,898.50
CALIFORNIA UNITED MECHANICAL, Total				**$**	**16,447.57**
CANON FINANCIAL SERVICES INC.	6/17/2022	4013177	010	$	446.26
			060	$	569.85
			050	$	255.94
CANON FINANCIAL SERVICES INC. Total				**$**	**1,272.05**
CARDLOCK FUELS SYSTEM INC	6/24/2022	4013348	010	$	657.14
CARDLOCK FUELS SYSTEM INC Total				**$**	**657.14**
CARLOS C TRIPODI	6/3/2022	4012917	010	$	53.82
	6/24/2022	4013300	010	$	52.06
CARLOS C TRIPODI Total				**$**	**105.88**
CARMELINA BAUTISTA	6/3/2022	4012918	010	$	6.44
	6/24/2022	4013301	010	$	8.19
CARMELINA BAUTISTA Total				**$**	**14.63**
CARRILLO SILVIA T.	6/17/2022	4013136	010	$	137.29
CARRILLO SILVIA T. Total				**$**	**137.29**
CAT FINANCIAL CAT CARD	6/30/2022	4013522	010	$	3.66
CAT FINANCIAL CAT CARD Total				**$**	**3.66**
CELLCO PARTNERSHIP	6/10/2022	4013053	060	$	22.74
		4013058	010	$	4,658.98
		4013074	010	$	455.31

AP Check Register - Pivot Table Summary by Vendor
June 2022

Vendor Name	Date	Warrant #	Fund		Sum of Amount
CELLCO PARTNERSHIP	6/30/2022	4013535	010	$	114.03
CELLCO PARTNERSHIP Total				**$**	**5,251.06**
CESAR RODRIGUEZ	6/10/2022	4013023	010	$	302.43
CESAR RODRIGUEZ Total				**$**	**302.43**
CHEN, CINDY	6/24/2022	4013333	010	$	177.65
CHEN, CINDY Total				**$**	**177.65**
CHRISTINA ALISIA GUTIERREZ	6/15/2022	4013127	010	$	61.11
CHRISTINA ALISIA GUTIERREZ Total				**$**	**61.11**
CHRISTOPHER PHAN	6/24/2022	4013302	010	$	46.80
CHRISTOPHER PHAN Total				**$**	**46.80**
CHUC VAN BUI	6/30/2022	4013491	060	$	2,685.93
CHUC VAN BUI Total				**$**	**2,685.93**
CIELO ROSARIO Q ULPINDO	6/10/2022	4013033	010	$	23,460.00
CIELO ROSARIO Q ULPINDO Total				**$**	**23,460.00**
CINTAS CORPORATION	6/10/2022	4013065	010	$	787.71
			050	$	89.02
	6/13/2022	4013122	010	$	432.63
			050	$	89.02
	6/24/2022	4013392	010	$	772.42
			050	$	248.04
	6/30/2022	4013483	010	$	421.21
			050	$	89.02
CINTAS CORPORATION Total				**$**	**2,929.07**
CITIZEN SCHOOLS	6/29/2022	4013437	060	$	26,233.79
	6/30/2022	4013474	060	$	84,829.75
CITIZEN SCHOOLS Total				**$**	**111,063.54**
CITY OF MOUNTAIN VIEW	6/30/2022	4013536	010	$	2,136.01
CITY OF MOUNTAIN VIEW Total				**$**	**2,136.01**
CITY OF SAN JOSE	6/28/2022	4013400	010	$	1,020.00
CITY OF SAN JOSE Total				**$**	**1,020.00**
CITY OF SAN JOSE -FINANCE	6/17/2022	4013251	050	$	1,108.51
CITY OF SAN JOSE -FINANCE Total				**$**	**1,108.51**
CLAUDIA GOMEZ HERNANDEZ	6/30/2022	4013502	130	$	35.69
CLAUDIA GOMEZ HERNANDEZ Total				**$**	**35.69**
COAST DESIGNS	6/17/2022	4013217	010	$	9,431.73
	6/30/2022	4013523	010	$	1,456.00
COAST DESIGNS Total				**$**	**10,887.73**
COLOR BLAZE SUPPLY LLC	6/29/2022	4013438	010	$	529.20
COLOR BLAZE SUPPLY LLC Total				**$**	**529.20**
CONCEPCION L. HUERTA	6/17/2022	4013209	010	$	806.18
CONCEPCION L. HUERTA Total				**$**	**806.18**
COOLE SCHOOL INC	6/24/2022	4013382	060	$	456.80
COOLE SCHOOL INC Total				**$**	**456.80**
CORNEJOS CATERING INC	6/17/2022	4013149	010	$	1,740.00
CORNEJOS CATERING INC Total				**$**	**1,740.00**
COUNTY BUILDING MATERIALS INC.	6/10/2022	4013043	050	$	2,887.50
		4013066	050	$	74.38

AP Check Register - Pivot Table Summary by Vendor
June 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
COUNTY BUILDING MATERIALS INC. Total				**$ 2,961.88**
CROWN CASTLE INTERNATIONAL	6/10/2022	4013034	010	$ 1,753.45
CROWN CASTLE INTERNATIONAL Total				**$ 1,753.45**
CSEA VICTORY CLUB	6/29/2022	4013467	010	$ 45.00
CSEA VICTORY CLUB Total				**$ 45.00**
CUMMING MANAGEMENT GROUP INC	6/17/2022	4013228	210	$ 50,378.01
CUMMING MANAGEMENT GROUP INC Total				**$ 50,378.01**
CYNDI MACDONALD	6/3/2022	4012919	010	$ 80.33
CYNDI MACDONALD Total				**$ 80.33**
CYNTHIA HERNANDEZ	6/15/2022	4013128	010	$ 790.75
CYNTHIA HERNANDEZ Total				**$ 790.75**
DAN LAM	6/7/2022	4012963	010	$ 420.28
DAN LAM Total				**$ 420.28**
DANIEL SANCHEZ	6/17/2022	4013184	060	$ 1,000.00
		4013200	060	$ 3,000.00
		4013242	060	$ 1,000.00
	6/3/2022	4012896	060	$ 3,000.00
	6/10/2022	4012995	060	$ 1,000.00
		4013009	060	$ 7,500.00
		4013024	060	$ 3,000.00
		4013035	010	$ 8,000.00
			060	$ 4,857.15
	6/28/2022	4013401	060	$ 2,000.00
DANIEL SANCHEZ Total				**$ 34,357.15**
DANNIS WOLIVER KELLY	6/10/2022	4013010	010	$ 5,517.00
DANNIS WOLIVER KELLY Total				**$ 5,517.00**
DAYLIGHT FOODS INC	6/17/2022	4013258	130	$ 52,910.60
DAYLIGHT FOODS INC Total				**$ 52,910.60**
DBA: RAGING WATER SAN JOSE CA	6/2/2022	4012887	088	$ 3,430.96
DBA: RAGING WATER SAN JOSE CA Total				**$ 3,430.96**
DELL MARKETING L.P.	6/17/2022	4013178	010	$ 316.57
	6/3/2022	4012904	010	$ 995.14
	6/24/2022	4013383	060	$ 6,689.88
DELL MARKETING L.P. Total				**$ 8,001.59**
DELTA DENTAL	6/10/2022	4013108	670	$ 876.69
DELTA DENTAL Total				**$ 876.69**
DENISSE MENDEZ	6/17/2022	4013165	130	$ 358.00
DENISSE MENDEZ Total				**$ 358.00**
DEPARTMENT OF INDUSTRIAL	6/17/2022	4013243	050	$ 1,350.00
DEPARTMENT OF INDUSTRIAL Total				**$ 1,350.00**
DORA J. DOME	6/10/2022	4013075	010	$ 2,315.00
DORA J. DOME Total				**$ 2,315.00**
DOUGLAS KLEINHENZ	6/3/2022	4012920	060	$ 166.80
DOUGLAS KLEINHENZ Total				**$ 166.80**
DSA - OFFICE OF REGULATORY	6/17/2022	4013238	210	$ 500.00
		4013239	210	$ 500.00
		4013240	210	$ 500.00

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DSA - OFFICE OF REGULATORY	6/17/2022	4013241	210	$ 500.00
	6/3/2022	4012953	210	$ 500.00
		4012954	210	$ 500.00
		4012955	210	$ 500.00
		4012956	210	$ 500.00
		4012957	210	$ 500.00
	6/29/2022	4013459	210	$ 500.00
DSA - OFFICE OF REGULATORY Total				**$ 5,000.00**
EAST BAY RESTAURANT SUPPLY INC	6/17/2022	4013185	130	$ 2,212.37
	6/7/2022	4012986	130	$ 14,772.39
EAST BAY RESTAURANT SUPPLY INC Total				**$ 16,984.76**
EDGES ELECTRICAL GROUP LLC	6/10/2022	4013067	050	$ 579.21
	6/24/2022	4013349	050	$ 416.55
	6/30/2022	4013524	050	$ 3,587.46
EDGES ELECTRICAL GROUP LLC Total				**$ 4,583.22**
EINSTEIN NOAH RESTAURANT	6/17/2022	4013150	060	$ 146.58
		4013186	060	$ 654.70
		4013210	010	$ 103.95
		4013244	010	$ 226.94
	6/3/2022	4012930	010	$ 332.26
	6/29/2022	4013451	010	$ 1,167.13
			060	$ 518.30
	6/24/2022	4013365	010	$ 438.44
EINSTEIN NOAH RESTAURANT Total				**$ 3,588.30**
ELBA MORAN	6/10/2022	4013011	010	$ 50.31
	6/24/2022	4013303	010	$ 12.87
ELBA MORAN Total				**$ 63.18**
ELIAS CANCHOLA	6/7/2022	4012964	010	$ 214.10
ELIAS CANCHOLA Total				**$ 214.10**
ELIZABETH BLANK	6/17/2022	4013229	060	$ 25.00
ELIZABETH BLANK Total				**$ 25.00**
ELIZABETH MONTOYA MORALES	6/24/2022	4013288	010	$ 2,000.00
ELIZABETH MONTOYA MORALES Total				**$ 2,000.00**
EMILY BETH MCCHRISTIAN	6/24/2022	4013304	010	$ 115.83
EMILY BETH MCCHRISTIAN Total				**$ 115.83**
ENVIRONMENTAL SYSTEMS INC	6/10/2022	4013044	050	$ 500.00
		4013068	050	$ 2,532.34
	6/24/2022	4013350	050	$ 2,000.56
ENVIRONMENTAL SYSTEMS INC Total				**$ 5,032.90**
ERIN DEVINE	6/10/2022	4012996	080	$ 21,710.00
	6/24/2022	4013356	080	$ 21,710.00
ERIN DEVINE Total				**$ 43,420.00**
ESCOBEDO, MARISOL	6/24/2022	4013334	088	$ 20.00
ESCOBEDO, MARISOL Total				**$ 20.00**
EVALUMETRICS INC.	6/7/2022	4012976	010	$ 671.76
EVALUMETRICS INC. Total				**$ 671.76**
EVERGREEN ELEMENTARY SCHOOL	6/17/2022	4013158	010	$ 487.65

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EVERGREEN ELEMENTARY SCHOOL	6/28/2022	4013411	010	$	478.08
EVERGREEN ELEMENTARY SCHOOL Total				**$**	**965.73**
EXPLORELEARNING LLC	6/29/2022	4013452	060	$	3,795.00
EXPLORELEARNING LLC Total				**$**	**3,795.00**
FACILITRON INC	6/17/2022	4013211	088	$	1,147.65
FACILITRON INC Total				**$**	**1,147.65**
FASTRAK VIOLATION PROCESSING	6/10/2022	4013062	050	$	12.00
FASTRAK VIOLATION PROCESSING Total				**$**	**12.00**
FEDEX	6/10/2022	4013025	010	$	102.20
	6/28/2022	4013402	010	$	144.70
	6/30/2022	4013503	010	$	34.23
FEDEX Total				**$**	**281.13**
FIRST BOOK	6/24/2022	4013366	010	$	11,802.70
	6/28/2022	4013403	010	$	266.60
			060	$	1,092.11
FIRST BOOK Total				**$**	**13,161.41**
FIRST STUDENT INC.	6/17/2022	4013151	060	$	1,642.34
FIRST STUDENT INC. Total				**$**	**1,642.34**
FOLEY & SONS INC	6/10/2022	4013076	010	$	288.51
			060	$	4.24
FOLEY & SONS INC Total				**$**	**292.75**
FONSECA JIM JR.	6/7/2022	4012993	088	$	255.39
FONSECA JIM JR. Total				**$**	**255.39**
FOSTER DAIRY FARMS	6/17/2022	4013259	130	$	67,394.76
FOSTER DAIRY FARMS Total				**$**	**67,394.76**
FROG ENV. INC	6/10/2022	4013069	010	$	175.00
FROG ENV. INC Total				**$**	**175.00**
GARBER, BARBARA	6/10/2022	4013118	060	$	487.14
GARBER, BARBARA Total				**$**	**487.14**
GARDA CL WEST	6/17/2022	4013166	130	$	305.00
GARDA CL WEST Total				**$**	**305.00**
GATEWAY FUND RAISING	6/10/2022	4012997	088	$	3,166.10
GATEWAY FUND RAISING Total				**$**	**3,166.10**
GEINAH LIM NIERRA	6/3/2022	4012921	080	$	101.79
GEINAH LIM NIERRA Total				**$**	**101.79**
GEORGINA MENDOZA	6/24/2022	4013335	130	$	8.96
GEORGINA MENDOZA Total				**$**	**8.96**
GERARDO GARCIA GARCIA	6/17/2022	4013201	080	$	83.36
	6/3/2022	4012922	080	$	83.36
GERARDO GARCIA GARCIA Total				**$**	**166.72**
GLORIA YOLANDA HAYES-PERKINS	6/10/2022	4012998	060	$	205.87
	6/24/2022	4013384	060	$	262.45
GLORIA YOLANDA HAYES-PERKINS Total				**$**	**468.32**
GOLD STAR FOODS	6/17/2022	4013260	130	$	202,422.40
GOLD STAR FOODS Total				**$**	**202,422.40**
GOMEZ, RIGOBERTO	6/3/2022	4012931	010	$	45.54
	6/24/2022	4013336	060	$	78.13

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
GOMEZ, RIGOBERTO	6/24/2022	4013385	060	$ 979.00
	6/30/2022	4013504	060	$ 473.50
GOMEZ, RIGOBERTO Total				**$ 1,576.17**
GOSAL, PRISCILA D	6/10/2022	4013077	010	$ 214.10
GOSAL, PRISCILA D Total				**$ 214.10**
GREENESPORT ASSOCIATION	6/17/2022	4013187	010	$ 1,635.00
		4013218	010	$ 820.00
	6/29/2022	4013453	010	$ 570.00
	6/7/2022	4012977	010	$ 570.00
	6/10/2022	4013036	010	$ 4,130.00
	6/24/2022	4013367	010	$ 240.00
	6/28/2022	4013404	010	$ 1,220.00
GREENESPORT ASSOCIATION Total				**$ 9,185.00**
GUITAR CENTER STORES INC.	6/3/2022	4012897	010	$ 184.84
GUITAR CENTER STORES INC. Total				**$ 184.84**
HAMERAY PUBLISHING GROUP INC.	6/17/2022	4013219	060	$ 198.57
HAMERAY PUBLISHING GROUP INC. Total				**$ 198.57**
HARJEET KAUR	6/3/2022	4012923	010	$ 91.54
HARJEET KAUR Total				**$ 91.54**
HARRISON, DOUGLAS LEE	6/10/2022	4013078	010	$ 214.10
HARRISON, DOUGLAS LEE Total				**$ 214.10**
HAZEL DELA CRUZ	6/17/2022	4013202	080	$ 109.98
HAZEL DELA CRUZ Total				**$ 109.98**
HIP HOP FOR CHANGE INC	6/29/2022	4013425	060	$ 3,200.00
		4013439	060	$ 1,600.00
	6/28/2022	4013412	060	$ 4,800.00
	6/30/2022	4013525	060	$ 1,600.00
HIP HOP FOR CHANGE INC Total				**$ 11,200.00**
HOME DEPOT CREDIT SERVICES	6/30/2022	4013513	050	$ 1,732.53
		4013526	050	$ 467.03
HOME DEPOT CREDIT SERVICES Total				**$ 2,199.56**
HOME DEPOT U.S.A. INC.	6/7/2022	4012978	010	$ 79.81
	6/10/2022	4013045	050	$ 2,194.75
		4013070	010	$ 5,739.99
	6/13/2022	4013123	010	$ 4,376.11
	6/24/2022	4013357	010	$ 2,000.10
		4013375	050	$ 3,031.60
	6/28/2022	4013410	010	$ 298.90
	6/30/2022	4013484	050	$ 1,551.34
		4013485	010	$ 4,793.32
		4013486	010	$ 68.23
		4013514	010	$ 5,692.35
HOME DEPOT U.S.A. INC. Total				**$ 29,826.50**
HORIZON DISTRIBUTORS INC	6/24/2022	4013351	050	$ 215.48
HORIZON DISTRIBUTORS INC Total				**$ 215.48**
ICONIX WATERWORKS (US) INC.	6/10/2022	4013084	050	$ 12,514.71
	6/24/2022	4013393	050	$ 1,411.25

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
ICONIX WATERWORKS (US) INC. Total				**$ 13,925.96**
IDN INC	6/10/2022	4013085	050	$ 13.40
	6/24/2022	4013376	050	$ 414.03
	6/30/2022	4013515	050	$ 311.40
IDN INC Total				**$ 738.83**
iJUMP INC	6/7/2022	4012992	088	$ 990.75
iJUMP INC Total				**$ 990.75**
IMAGINE LEARNING LLC	6/3/2022	4012905	010	$ 78,539.38
	6/30/2022	4013505	010	$ 870.00
IMAGINE LEARNING LLC Total				**$ 79,409.38**
IMEE ALMAZAN	6/3/2022	4012924	010	$ 77.93
	6/29/2022	4013440	010	$ 393.26
	6/28/2022	4013413	010	$ 151.83
IMEE ALMAZAN Total				**$ 623.02**
INSTITUTE FOR	6/29/2022	4013426	060	$ 685.00
	6/28/2022	4013405	010	$ 625.00
INSTITUTE FOR Total				**$ 1,310.00**
INTERNATIONAL ASSOCIATION FOR	6/17/2022	4013137	060	$ 650.00
		4013203	060	$ 400.00
	6/3/2022	4012898	060	$ 850.00
		4012925	060	$ 250.00
	6/10/2022	4013037	060	$ 600.00
		4013059	060	$ 400.00
INTERNATIONAL ASSOCIATION FOR Total				**$ 3,150.00**
IOGRAPHER LLC	6/29/2022	4013441	060	$ 740.38
IOGRAPHER LLC Total				**$ 740.38**
ISRAEL SANTIAGO	6/7/2022	4012983	010	$ 174.59
ISRAEL SANTIAGO Total				**$ 174.59**
IT MANAGEMENT CORPORATION	6/10/2022	4012999	010	$ 3,302.67
		4013038	010	$ 3,397.74
IT MANAGEMENT CORPORATION Total				**$ 6,700.41**
ITSAVVY LLC	6/17/2022	4013167	010	$ 13,510.67
		4013179	010	$ 160.31
			060	$ 13,029.78
	6/3/2022	4012906	010	$ 138.93
			060	$ 15,698.55
	6/29/2022	4013442	010	$ 1,328.57
	6/10/2022	4013000	060	$ 2,351.09
		4013012	010	$ 1,680.12
		4013039	060	$ 2,528.01
	6/24/2022	4013289	010	$ 14,148.18
		4013313	060	$ 17,987.24
ITSAVVY LLC Total				**$ 82,561.45**
JACALYN STROMQUIST	6/24/2022	4013368	010	$ 19.66
JACALYN STROMQUIST Total				**$ 19.66**
JACQUELINE MONTEJANO	6/17/2022	4013138	010	$ 133.34
	6/24/2022	4013323	010	$ 41.47

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
JACQUELINE MONTEJANO	6/28/2022	4013414	010	$ 78.44
JACQUELINE MONTEJANO Total				$ 253.25
JACQUELYN MARIE ARDANUY	6/30/2022	4013537	010	$ 286.48
JACQUELYN MARIE ARDANUY Total				$ 286.48
JANNET GALICIA-CASTREJON	6/24/2022	4013337	010	$ 11.50
JANNET GALICIA-CASTREJON Total				$ 11.50
JENNIFER DOHERTY	6/24/2022	4013290	010	$ 421.66
		4013305	010	$ 439.17
JENNIFER DOHERTY Total				$ 860.83
JENNY HOANG TRAN	6/24/2022	4013291	010	$ 99.00
JENNY HOANG TRAN Total				$ 99.00
JESS FERNANDEZ	6/10/2022	4013071	050	$ 5,150.00
JESS FERNANDEZ Total				$ 5,150.00
JESSE M SERNA	6/3/2022	4012932	010	$ 7,747.70
	6/29/2022	4013443	010	$ 4,665.90
JESSE M SERNA Total				$ 12,413.60
JESSICA SEPULVEDA-NAVARRO	6/29/2022	4013427	010	$ 23.12
JESSICA SEPULVEDA-NAVARRO Total				$ 23.12
JESSICA STEWART	6/29/2022	4013428	010	$ 504.10
JESSICA STEWART Total				$ 504.10
JESUS L ARAUJO JR	6/3/2022	4012933	010	$ 921.67
	6/7/2022	4012987	010	$ 49.59
JESUS L ARAUJO JR Total				$ 971.26
JET MULCH INC	6/10/2022	4013086	050	$ 1,746.28
JET MULCH INC Total				$ 1,746.28
JINJOO LEE	6/29/2022	4013429	010	$ 183.22
JINJOO LEE Total				$ 183.22
JONES SCHOOL SUPPLY CO. INC.	6/3/2022	4012926	010	$ 682.55
	6/28/2022	4013415	010	$ 106.31
JONES SCHOOL SUPPLY CO. INC. Total				$ 788.86
JOSE JESUS GUERRA	6/17/2022	4013212	060	$ 423.22
JOSE JESUS GUERRA Total				$ 423.22
JOSE MANUEL SANTIAGO	6/24/2022	4013338	010	$ 150.00
JOSE MANUEL SANTIAGO Total				$ 150.00
JOSTENS INC.	6/17/2022	4013230	088	$ 3,701.25
JOSTENS INC. Total				$ 3,701.25
JOYCE W.SIEGEL / RICHARD M.	6/24/2022	4013358	010	$ 499.44
JOYCE W.SIEGEL / RICHARD M. Total				$ 499.44
JULIE MENDOZA MOSQUEDA	6/24/2022	4013324	060	$ 83.78
		4013339	060	$ 27.21
JULIE MENDOZA MOSQUEDA Total				$ 110.99
KAISER	6/10/2022	4013109	670	$ 184,594.98
	6/28/2022	4013420	670	$ 235.00
KAISER Total				$ 184,829.98
KAYLA DIANE HARE	6/24/2022	4013379	010	$ 1,814.07
KAYLA DIANE HARE Total				$ 1,814.07
KAZUKO TROZZO	6/7/2022	4012965	010	$ 798.26

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KAZUKO TROZZO Total				$ 798.26
KEENAN & ASSOCIATES	6/10/2022	4013110	670	$ 116,589.00
KEENAN & ASSOCIATES Total				$ 116,589.00
KEEP COYOTE CREEK BEAUTIFUL	6/3/2022	4012943	010	$ 2,500.00
	6/30/2022	4013492	010	$ 1,500.00
			060	$ 3,400.00
KEEP COYOTE CREEK BEAUTIFUL Total				$ 7,400.00
KELLY SHAFSKY	6/24/2022	4013306	010	$ 301.62
KELLY SHAFSKY Total				$ 301.62
KELLY SPICERS INC	6/10/2022	4013101	010	$ 14,333.26
KELLY SPICERS INC Total				$ 14,333.26
KELLY-MOORE PAINT COMPANY INC.	6/10/2022	4013087	050	$ 360.65
KELLY-MOORE PAINT COMPANY INC. Total				$ 360.65
KEVIN DAVID WEBSTER	6/17/2022	4013204	080	$ 70.21
KEVIN DAVID WEBSTER Total				$ 70.21
KEVIN HURLEY	6/10/2022	4013046	050	$ 195.00
KEVIN HURLEY Total				$ 195.00
KIMOCHIS	6/17/2022	4013205	010	$ 347.13
	6/7/2022	4012979	010	$ 772.51
	6/10/2022	4013102	010	$ 217.11
KIMOCHIS Total				$ 1,336.75
KIN MIN ANG TRUSTEE	6/7/2022	4012966	010	$ 822.06
KIN MIN ANG TRUSTEE Total				$ 822.06
KIPP HEARTWOOD ACADEMY	6/10/2022	4013026	010	$ 50,454.00
KIPP HEARTWOOD ACADEMY Total				$ 50,454.00
KIPP PRIZE PREPARATORY ACADEMY	6/10/2022	4013027	010	$ 42,468.00
KIPP PRIZE PREPARATORY ACADEMY Total				$ 42,468.00
KRISTIN ANN BURT	6/30/2022	4013538	010	$ 256.87
KRISTIN ANN BURT Total				$ 256.87
LABRADOR, RIC E	6/10/2022	4013079	010	$ 214.10
LABRADOR, RIC E Total				$ 214.10
LAKESHORE EQUIPMENT COMPANY	6/17/2022	4013180	010	$ 99.94
		4013188	010	$ 1,647.24
			060	$ 14.54
	6/3/2022	4012944	010	$ 469.33
	6/24/2022	4013276	010	$ 82.21
	6/30/2022	4013498	010	$ 111.11
			060	$ 51.94
		4013506	060	$ 15.58
			120	$ 3,295.00
		4013516	120	$ 910.22
LAKESHORE EQUIPMENT COMPANY Total				$ 6,697.11
LANGUAGE PEOPLE INC	6/3/2022	4012934	010	$ 5,538.40
	6/30/2022	4013475	010	$ 6,436.27
LANGUAGE PEOPLE INC Total				$ 11,974.67
LDP INC	6/10/2022	4013028	060	$ 5,539.63
LDP INC Total				$ 5,539.63

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
LETITIA STEWART	6/24/2022	4013314	060	$ 122.70
LETITIA STEWART Total				**$ 122.70**
LET'S TRAVEL	6/17/2022	4013168	060	$ 1,815.29
	6/3/2022	4012927	010	$ 786.60
	6/29/2022	4013444	060	$ 1,858.74
	6/10/2022	4013080	010	$ 885.93
	6/14/2022	4013125	010	$ 218.96
LET'S TRAVEL Total				**$ 5,565.52**
LINDSEY DIAZ	6/29/2022	4013430	010	$ 396.37
LINDSEY DIAZ Total				**$ 396.37**
LIONICIA CRUZ	6/30/2022	4013539	130	$ 8.19
LIONICIA CRUZ Total				**$ 8.19**
LITTLE HEROES INC.	6/17/2022	4013152	010	$ 1,400.00
			060	$ 2,784.61
		4013231	060	$ 4,184.61
		4013245	010	$ 5,600.00
			060	$ 2,769.22
		4013253	010	$ 2,800.00
			060	$ 1,384.61
	6/10/2022	4013029	060	$ 10,584.61
		4013103	010	$ 5,200.00
			060	$ 10,969.22
	6/24/2022	4013315	010	$ 2,800.00
			060	$ 4,876.91
LITTLE HEROES INC. Total				**$ 55,353.79**
LORE LLC	6/17/2022	4013153	060	$ 3,372.00
	6/30/2022	4013476	060	$ 3,140.00
LORE LLC Total				**$ 6,512.00**
LORI GRAGNOLA	6/24/2022	4013307	010	$ 60.84
LORI GRAGNOLA Total				**$ 60.84**
LOWES COMPANIES INC.	6/24/2022	4013325	050	$ 265.45
		4013342	050	$ 270.07
LOWES COMPANIES INC. Total				**$ 535.52**
LOZANO SMITH LLP	6/29/2022	4013454	010	$ 2,832.00
	6/21/2022	4013264	080	$ 14,522.20
LOZANO SMITH LLP Total				**$ 17,354.20**
LUX BUS AMERICA CO.	6/17/2022	4013159	010	$ 975.55
	6/3/2022	4012935	060	$ 3,748.93
LUX BUS AMERICA CO. Total				**$ 4,724.48**
MAGDALENA GRIMALDO	6/24/2022	4013308	010	$ 88.32
MAGDALENA GRIMALDO Total				**$ 88.32**
MARIA A. SOLIS	6/7/2022	4012967	010	$ 418.28
MARIA A. SOLIS Total				**$ 418.28**
MARIA C. GARCIA	6/24/2022	4013277	010	$ 420.28
MARIA C. GARCIA Total				**$ 420.28**
MARIA C. GOCHEZ BLANCO	6/10/2022	4013088	050	$ 1,701.66
MARIA C. GOCHEZ BLANCO Total				**$ 1,701.66**

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
MARIA CARMINA OROZCO	6/17/2022	4013139	010	$ 114.42
MARIA CARMINA OROZCO Total				**$ 114.42**
MARIA DOLORES ORTEGA	6/15/2022	4013129	010	$ 8.54
MARIA DOLORES ORTEGA Total				**$ 8.54**
MARIA F. DIVAS	6/7/2022	4012968	010	$ 822.06
MARIA F. DIVAS Total				**$ 822.06**
MARILU BELMAN	6/17/2022	4013140	060	$ 92.36
MARILU BELMAN Total				**$ 92.36**
MARTHA ARAMBULA CONTRERAS	6/30/2022	4013507	130	$ 28.08
MARTHA ARAMBULA CONTRERAS Total				**$ 28.08**
Matthew Powell	6/10/2022	4013013	060	$ 480.10
Matthew Powell Total				**$ 480.10**
MATTHEW WARNER	6/17/2022	4013262	010	$ 19.80
MATTHEW WARNER Total				**$ 19.80**
MAXIM HEALTHCARE SERVICES	6/17/2022	4013160	010	$ 20,476.80
	6/3/2022	4012945	080	$ 46,545.00
	6/24/2022	4013343	080	$ 120,027.50
		4013386	010	$ 10,875.60
	6/30/2022	4013540	080	$ 31,900.00
MAXIM HEALTHCARE SERVICES Total				**$ 229,824.90**
MCKINLEY ELEVATOR CORPORATION	6/24/2022	4013359	050	$ 1,136.71
		4013394	050	$ 400.00
MCKINLEY ELEVATOR CORPORATION Total				**$ 1,536.71**
MELISSA OROZCO	6/30/2022	4013541	010	$ 193.31
MELISSA OROZCO Total				**$ 193.31**
METLIFE SMALL MARKET	6/10/2022	4013111	010	$ 2,034.22
METLIFE SMALL MARKET Total				**$ 2,034.22**
MICHAEL FERGUSON	6/29/2022	4013455	010	$ 10,614.33
MICHAEL FERGUSON Total				**$ 10,614.33**
MICHELLE MATRO WRIGHT	6/17/2022	4013213	060	$ 19.96
MICHELLE MATRO WRIGHT Total				**$ 19.96**
MICHELLE MEDINA	6/24/2022	4013340	010	$ 29.71
MICHELLE MEDINA Total				**$ 29.71**
MID AMERICA ADMINISTRATION	6/29/2022	4013468	010	$ 11,227.30
MID AMERICA ADMINISTRATION Total				**$ 11,227.30**
MIKES SHY NON SHIRTS INC.	6/24/2022	4013344	010	$ 842.46
		4013369	010	$ 479.60
	6/30/2022	4013493	060	$ 1,387.91
MIKES SHY NON SHIRTS INC. Total				**$ 2,709.97**
MIND RESEARCH INSTITUTE	6/30/2022	4013542	060	$ 10,220.00
MIND RESEARCH INSTITUTE Total				**$ 10,220.00**
MONARCH TRUCK SERVICE	6/3/2022	4012899	010	$ 166.30
	6/10/2022	4013030	010	$ 498.23
	6/24/2022	4013292	010	$ 166.53
MONARCH TRUCK SERVICE Total				**$ 831.06**
MONTFORT, JOYCE IRENE	6/24/2022	4013341	010	$ 214.10
MONTFORT, JOYCE IRENE Total				**$ 214.10**

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
MUNOZ, ENRIQUE A. AND RUTH G.	6/7/2022	4012969	010	$	214.10
MUNOZ, ENRIQUE A. AND RUTH G. Total				**$**	**214.10**
MUS VIL INC.	6/17/2022	4013189	010	$	5,735.63
	6/3/2022	4012900	010	$	2,370.54
	6/29/2022	4013456	010	$	17.50
	6/24/2022	4013278	010	$	68.86
	6/30/2022	4013499	010	$	3,829.10
MUS VIL INC. Total				**$**	**12,021.63**
MUSIC IN MOTION	6/7/2022	4012980	010	$	108.00
	6/10/2022	4013104	010	$	77.84
MUSIC IN MOTION Total				**$**	**185.84**
MUSIC IS ELEMENTARY INC.	6/29/2022	4013445	010	$	463.36
MUSIC IS ELEMENTARY INC. Total				**$**	**463.36**
NADIA G MIRANDA	6/30/2022	4013508	130	$	25.74
NADIA G MIRANDA Total				**$**	**25.74**
NANCY ANN HADDOX	6/17/2022	4013154	010	$	2,092.34
NANCY ANN HADDOX Total				**$**	**2,092.34**
NATIONAL ASSOCIATION FOR THE	6/30/2022	4013527	120	$	649.40
NATIONAL ASSOCIATION FOR THE Total				**$**	**649.40**
NCS PEARSON INC.	6/17/2022	4013181	080	$	33.25
NCS PEARSON INC. Total				**$**	**33.25**
NEWSELA INC.	6/28/2022	4013406	060	$	3,250.00
NEWSELA INC. Total				**$**	**3,250.00**
NICHOLE MARIE BISACCIA	6/30/2022	4013509	010	$	300.00
NICHOLE MARIE BISACCIA Total				**$**	**300.00**
NICOLE J WESSON	6/17/2022	4013206	080	$	50.31
	6/3/2022	4012946	080	$	119.93
NICOLE J WESSON Total				**$**	**170.24**
NO TEARS LEARNING INC.	6/3/2022	4012907	010	$	5,560.58
NO TEARS LEARNING INC. Total				**$**	**5,560.58**
NORCAL TRUCK LEASING INC	6/3/2022	4012936	010	$	166.00
	6/24/2022	4013326	010	$	166.00
NORCAL TRUCK LEASING INC Total				**$**	**332.00**
NORMA FLORES	6/7/2022	4012988	010	$	86.62
NORMA FLORES Total				**$**	**86.62**
NORMA P FLORES	6/3/2022	4012937	010	$	68.53
NORMA P FLORES Total				**$**	**68.53**
OCCUPATIONAL HEALTH CTR OF CA	6/10/2022	4013040	010	$	120.50
	6/24/2022	4013387	010	$	35.00
OCCUPATIONAL HEALTH CTR OF CA Total				**$**	**155.50**
OFFICE DEPOT	6/17/2022	4013144	010	$	961.33
			060	$	836.56
		4013145	010	$	1,945.22
		4013146	010	$	852.17
		4013147	010	$	327.39
			060	$	1,447.16
		4013172	010	$	1,749.94

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
OFFICE DEPOT	44729	4013172	130	$ 32.77
		4013173	010	$ 1,271.65
		4013174	010	$ 556.89
			080	$ 146.51
		4013194	010	$ 1,719.85
		4013195	010	$ 2,236.74
		4013196	010	$ 7,022.79
		4013232	010	$ 52.57
		4013246	010	$ 156.34
	6/3/2022	4012888	010	$ 532.12
		4012889	010	$ 692.46
		4012890	010	$ 445.53
		4012891	010	$ 3,589.89
		4012892	010	$ 651.09
		4012893	010	$ 1,055.08
			060	$ 752.28
		4012894	010	$ 848.43
			670	$ 260.19
	6/29/2022	4013422	010	$ 2,319.03
		4013460		$ 4,088.93
	6/7/2022	4012958	010	$ 616.12
		4012959	010	$ 2,316.51
	6/27/2022	4013396	010	$ 869.25
		4013397	010	$ 1,617.30
			060	$ 1,614.38
	6/24/2022	4013267	010	$ 616.40
		4013268	010	$ 835.06
			130	$ 55.54
		4013269	010	$ 1,151.73
		4013270	010	$ 1,200.86
		4013271	010	$ 3,685.35
		4013272	010	$ 843.02
		4013285	010	$ 1,891.23
		4013286	010	$ 1,744.06
		4013287	010	$ 3,449.76
		4013298	010	$ 2,209.79
		4013299	010	$ 812.09
			670	$ 133.74
			130	$ 457.82
		4013316	010	$ 734.09
	6/30/2022	4013480	010	$ 5,330.68
			130	$ 36.25
		4013481	010	$ 3,708.85
		4013495	010	$ 360.99
OFFICE DEPOT Total				**$ 72,841.78**
OLGA FABIANA MARTINEZ	6/17/2022	4013141	010	$ 633.62
OLGA FABIANA MARTINEZ Total				**$ 633.62**

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
OLYMPIC TROPHY	6/28/2022	4013407	010	$ 536.40
OLYMPIC TROPHY Total				**$ 536.40**
ONE STONE APPAREL INC.	6/17/2022	4013190	010	$ 1,319.78
	6/10/2022	4013001	010	$ 2,412.70
		4013081	088	$ 568.16
ONE STONE APPAREL INC. Total				**$ 4,300.64**
OTC DIRECT INC	6/3/2022	4012908	010	$ 163.96
			088	$ 124.46
	6/24/2022	4013370	010	$ 262.41
OTC DIRECT INC Total				**$ 550.83**
P & R PAPER SUPPLY COMPANY	6/17/2022	4013261	130	$ 21,816.42
P & R PAPER SUPPLY COMPANY Total				**$ 21,816.42**
PABLO FIENE	6/28/2022	4013416	010	$ 626.00
PABLO FIENE Total				**$ 626.00**
PACIFIC EDUCATORS INC.	6/29/2022	4013469	010	$ 55.38
PACIFIC EDUCATORS INC. Total				**$ 55.38**
PAMELA WOODARD	6/17/2022	4013155	050	$ 107.39
	6/30/2022	4013487	050	$ 297.00
PAMELA WOODARD Total				**$ 404.39**
PAR INC.	6/15/2022	4013126	080	$ 206.00
PAR INC. Total				**$ 206.00**
PARTRIDGE CONSULTING INC.	6/3/2022	4012947	080	$ 5,500.00
	6/28/2022	4013408	080	$ 5,500.00
PARTRIDGE CONSULTING INC. Total				**$ 11,000.00**
PATRICIA A. ORMONDE	6/29/2022	4013431	010	$ 214.10
PATRICIA A. ORMONDE Total				**$ 214.10**
PATRICIA RODRIGUEZ	6/3/2022	4012948	060	$ 53.52
PATRICIA RODRIGUEZ Total				**$ 53.52**
PAWS-TO-SHARE	6/17/2022	4013214	060	$ 180.00
	6/10/2022	4013054	060	$ 240.00
PAWS-TO-SHARE Total				**$ 420.00**
PEG GERINGER	6/17/2022	4013233	010	$ 1,170.00
PEG GERINGER Total				**$ 1,170.00**
PETER A. ACHACOSO	6/24/2022	4013279	010	$ 214.10
PETER A. ACHACOSO Total				**$ 214.10**
PG&E	6/21/2022	4013265	010	$ 167,412.94
PG&E Total				**$ 167,412.94**
PHINAM LLC	6/30/2022	4013500	010	$ 497.73
PHINAM LLC Total				**$ 497.73**
POSITIVE PROMOTIONS INC	6/17/2022	4013182	010	$ 3,077.50
		4013215	010	$ 2,632.33
POSITIVE PROMOTIONS INC Total				**$ 5,709.83**
PRE-PAID LEGAL SERVICES INC.	6/29/2022	4013470	010	$ 299.74
PRE-PAID LEGAL SERVICES INC. Total				**$ 299.74**
PRESENTATION PRODUCTS INC.	6/24/2022	4013280	010	$ 2,635.88
PRESENTATION PRODUCTS INC. Total				**$ 2,635.88**
PRIVACYLINK LLC	6/24/2022	4013395	210	$ 37,515.52

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
PRIVACYLINK LLC Total				**$ 37,515.52**
PSYCHED SERVICES	6/17/2022	4013169	080	$ 10,750.00
PSYCHED SERVICES Total				**$ 10,750.00**
QI QIU	6/3/2022	4012938	060	$ 250.00
QI QIU Total				**$ 250.00**
QUADIENT, INC.	6/3/2022	4012939	010	$ 417.60
	6/30/2022	4013477	010	$ 417.60
QUADIENT, INC. Total				**$ 835.20**
R & R REFRIGERATION & AIR	6/17/2022	4013161	130	$ 816.90
R & R REFRIGERATION & AIR Total				**$ 816.90**
RACHEL SAMPLES	6/17/2022	4013207	080	$ 66.52
RACHEL SAMPLES Total				**$ 66.52**
RAISING A READER	6/29/2022	4013432	120	$ 5,605.47
	6/7/2022	4012989	010	$ 5,468.75
RAISING A READER Total				**$ 11,074.22**
RAMIREZ, MANUEL A	6/7/2022	4012970	010	$ 401.78
RAMIREZ, MANUEL A Total				**$ 401.78**
RANDAL VERNON BARBER	6/3/2022	4012928	010	$ 13.47
RANDAL VERNON BARBER Total				**$ 13.47**
RANDALL E. KLEIN	6/29/2022	4013446	010	$ 144.00
RANDALL E. KLEIN Total				**$ 144.00**
RANDI E ROSS	6/3/2022	4012940	060	$ 58.42
RANDI E ROSS Total				**$ 58.42**
RAYMOND GEDDES & CO. INC.	6/17/2022	4013183	088	$ 480.40
RAYMOND GEDDES & CO. INC. Total				**$ 480.40**
REACH COMPANIES LLC	6/24/2022	4013327	060	$ 5,999.62
REACH COMPANIES LLC Total				**$ 5,999.62**
READING READING BOOKS LLC	6/17/2022	4013247	060	$ 27.00
READING READING BOOKS LLC Total				**$ 27.00**
REALLY GOOD STUFF LLC	6/10/2022	4013014	060	$ 17.68
REALLY GOOD STUFF LLC Total				**$ 17.68**
REBECCA M JENSEN	6/10/2022	4013002	010	$ 88.56
	6/24/2022	4013317	060	$ 133.61
REBECCA M JENSEN Total				**$ 222.17**
RECOLOGY SOUTH BAY	6/10/2022	4013015	010	$ 1,838.59
		4013115	010	$ 18,122.05
RECOLOGY SOUTH BAY Total				**$ 19,960.64**
REHON & ROBERTS APC	6/28/2022	4013417	010	$ 20,759.00
			210	$ 19,344.00
REHON & ROBERTS APC Total				**$ 40,103.00**
REILLY BEHAVIORAL &	6/24/2022	4013281	080	$ 13,082.50
REILLY BEHAVIORAL & Total				**$ 13,082.50**
RESOURCE AREA FOR TEACHERS	6/29/2022	4013457	060	$ 144.38
RESOURCE AREA FOR TEACHERS Total				**$ 144.38**
RICK DELONG	6/17/2022	4013156	010	$ 2,585.00
	6/7/2022	4012984	010	$ 13,810.00
	6/13/2022	4013124	010	$ 7,385.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
RICK DELONG	6/24/2022	4013377	010	$ 1,485.00
RICK DELONG Total				**$ 25,265.00**
RIVERA, LIONELA C.	6/30/2022	4013518	010	$ 39.46
RIVERA, LIONELA C. Total				**$ 39.46**
RMC A RAY MORGAN COMPANY	6/17/2022	4013234	010	$ 1,851.72
	6/10/2022	4013082	060	$ 56.36
	6/24/2022	4013318	060	$ 696.27
		4013328	010	$ 112.66
	6/30/2022	4013528	010	$ 331.41
RMC A RAY MORGAN COMPANY Total				**$ 3,048.42**
RO HEALTH INC.	6/10/2022	4013060	010	$ 30,071.40
	6/24/2022	4013388	010	$ 33,161.70
RO HEALTH INC. Total				**$ 63,233.10**
ROCKETSHIP EDUCATION INC.	6/10/2022	4013031	010	$ 46,815.00
ROCKETSHIP EDUCATION INC. Total				**$ 46,815.00**
ROCKETSHIP SI SE PUEDE	6/10/2022	4013032	010	$ 12,147.00
ROCKETSHIP SI SE PUEDE Total				**$ 12,147.00**
RODAN ENTERPRISES INC.	6/17/2022	4013235	060	$ 352.50
RODAN ENTERPRISES INC. Total				**$ 352.50**
ROLLINS INC.	6/10/2022	4013089	050	$ 1,053.52
	6/24/2022	4013360	050	$ 1,038.52
ROLLINS INC. Total				**$ 2,092.04**
ROSA GONZALEZ	6/24/2022	4013293	010	$ 752.65
ROSA GONZALEZ Total				**$ 752.65**
ROSITA L. DAUGHTRY	6/24/2022	4013282	010	$ 214.10
ROSITA L. DAUGHTRY Total				**$ 214.10**
RUSSELL SIGLER INC.	6/10/2022	4013090	050	$ 764.05
	6/30/2022	4013529	050	$ 916.56
RUSSELL SIGLER INC. Total				**$ 1,680.61**
RYAN BUNDALIAN CACHOLA	6/10/2022	4013016	080	$ 257.40
RYAN BUNDALIAN CACHOLA Total				**$ 257.40**
SABINA MURESAN	6/17/2022	4013142	010	$ 69.03
SABINA MURESAN Total				**$ 69.03**
SAMANTHA R ZENTNER	6/15/2022	4013130	010	$ 2.96
SAMANTHA R ZENTNER Total				**$ 2.96**
SAN JOSE BOILER WORKS	6/10/2022	4013091	050	$ 3,070.20
SAN JOSE BOILER WORKS Total				**$ 3,070.20**
SAN JOSE WATER COMPANY	6/10/2022	4013018	010	$ 66,271.54
		4013114	010	$ 2,838.08
SAN JOSE WATER COMPANY Total				**$ 69,109.62**
SANDRA F FAUSTINA GARCIA	6/3/2022	4012929	060	$ 125.00
SANDRA F FAUSTINA GARCIA Total				**$ 125.00**
SANTA CLARA COUNTY OFFICE OF	6/17/2022	4013170	010	$ 149.84
	6/3/2022	4012949	010	$ 42.40
	6/24/2022	4013371	010	$ 56.54
			060	$ 711.55
	6/30/2022	4013510	010	$ 8,500.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
SANTA CLARA COUNTY OFFICE OF Total				**$ 9,460.33**
SANTARINA, TRAVIS	6/17/2022	4013208	080	$ 41.65
	6/3/2022	4012950	080	$ 53.82
SANTARINA, TRAVIS Total				**$ 95.47**
SAVE MART SUPERMARKETS	6/17/2022	4013143	010	$ 49.81
		4013171	010	$ 365.11
			060	$ 593.73
SAVE MART SUPERMARKETS Total				**$ 1,008.65**
SCHOLASTIC INC.	6/17/2022	4013191	060	$ 4,296.82
	6/7/2022	4012981	060	$ 24,852.12
	6/10/2022	4013083	060	$ 230.34
	6/24/2022	4013389	060	$ 217.40
SCHOLASTIC INC. Total				**$ 29,596.68**
SCHOOL DATEBOOKS	6/30/2022	4013530	010	$ 2,044.24
SCHOOL DATEBOOKS Total				**$ 2,044.24**
SCHOOL NURSE SUPPLY INC.	6/17/2022	4013192	010	$ 300.23
	6/24/2022	4013390	010	$ 104.27
SCHOOL NURSE SUPPLY INC. Total				**$ 404.50**
SCHOOL SERVICES OF CALIFORNIA	6/17/2022	4013162	010	$ 340.00
SCHOOL SERVICES OF CALIFORNIA Total				**$ 340.00**
SCHOOLWORKS INC	6/24/2022	4013319	010	$ 10,750.00
SCHOOLWORKS INC Total				**$ 10,750.00**
SECOND START LEARNING	6/17/2022	4013254	080	$ 3,925.34
SECOND START LEARNING Total				**$ 3,925.34**
SECURITY CONTRACTOR SERVICES	6/10/2022	4013092	050	$ 2,381.28
	6/24/2022	4013352	050	$ 4,566.62
SECURITY CONTRACTOR SERVICES Total				**$ 6,947.90**
SELF INSURANCE SCHOOLS OF	6/10/2022	4013098	670	$ 815,079.00
SELF INSURANCE SCHOOLS OF Total				**$ 815,079.00**
SELWAY CONSTRUCTION INC	6/10/2022	4013093	140	$ 3,985.00
	6/30/2022	4013531	010	$ 2,500.00
			140	$ 74,376.00
SELWAY CONSTRUCTION INC Total				**$ 80,861.00**
SERVICE STATION SYSTEMS	6/17/2022	4013255	010	$ 275.00
SERVICE STATION SYSTEMS Total				**$ 275.00**
SFCC INTERMEDIATEHOLDINGS INC	6/17/2022	4013220	010	$ 1,030.29
		4013248	010	$ 102.55
	6/29/2022	4013458	010	$ 339.56
	6/10/2022	4013041	010	$ 199.12
			060	$ 305.88
		4013119	010	$ 402.54
	6/24/2022	4013391	010	$ 82.92
			088	$ 211.40
SFCC INTERMEDIATEHOLDINGS INC Total				**$ 2,674.26**
SHALLY L TIET	6/15/2022	4013131	010	$ 135.68
SHALLY L TIET Total				**$ 135.68**
SHARKS ICE LLC	6/3/2022	4012901	010	$ 498.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
SHARKS ICE LLC Total			**$**	**498.00**
SHARP ELECTRONICS CORPORATION	6/7/2022	4012990 060	$	496.08
	6/24/2022	4013329 060	$	285.70
SHARP ELECTRONICS CORPORATION Total			**$**	**781.78**
SHAYLYN NORENE ORDAZ	6/24/2022	4013309 010	$	52.65
SHAYLYN NORENE ORDAZ Total			**$**	**52.65**
SHUTTERFLY LIFETOUCH LLC	6/10/2022	4013120 088	$	3,415.34
SHUTTERFLY LIFETOUCH LLC Total			**$**	**3,415.34**
SILICON VALLEY SECURITY &	6/10/2022	4013047 010	$	2,300.80
SILICON VALLEY SECURITY & Total			**$**	**2,300.80**
SITHAN LY	6/10/2022	4013055 130	$	44.46
	6/30/2022	4013511 130	$	18.72
SITHAN LY Total			**$**	**63.18**
SOLIS, LUVIA	6/10/2022	4013003 060	$	150.00
SOLIS, LUVIA Total			**$**	**150.00**
SPECTRUM CENTER INC	6/3/2022	4012941 080	$	4,876.50
SPECTRUM CENTER INC Total			**$**	**4,876.50**
SPRINGBOARD COLLABORATIVE	6/24/2022	4013320 060	$	21,000.00
SPRINGBOARD COLLABORATIVE Total			**$**	**21,000.00**
STANDARD INSURANCE CO.	6/29/2022	4013471 010	$	16,445.82
STANDARD INSURANCE CO. Total			**$**	**16,445.82**
STATE OF CALIFORNIA	6/24/2022	4013294 010	$	416.00
STATE OF CALIFORNIA Total			**$**	**416.00**
STEVEN WAYNE DOTY	6/10/2022	4013094 050	$	210.00
	6/24/2022	4013353 050	$	5,578.13
	6/30/2022	4013488 050	$	321.87
STEVEN WAYNE DOTY Total			**$**	**6,110.00**
STLR CORPORATION	6/24/2022	4013283 010	$	4,200.00
STLR CORPORATION Total			**$**	**4,200.00**
SUGIMURA FINNEY ARCHITECTS	6/17/2022	4013252 060	$	7,200.00
SUGIMURA FINNEY ARCHITECTS Total			**$**	**7,200.00**
SUNBELT RENTALS INC.	6/24/2022	4013378 050	$	2,572.23
SUNBELT RENTALS INC. Total			**$**	**2,572.23**
SUNBELT STAFFING LLC	6/3/2022	4012951 080	$	34,114.68
	6/24/2022	4013284 080	$	35,183.75
SUNBELT STAFFING LLC Total			**$**	**69,298.43**
SUPERSPORT EMBROIDERY	6/30/2022	4013494 010	$	1,839.33
SUPERSPORT EMBROIDERY Total			**$**	**1,839.33**
SURINDERJIT KAUR	6/30/2022	4013543 010	$	359.98
SURINDERJIT KAUR Total			**$**	**359.98**
SUSAN M HAMADA	6/3/2022	4012942 060	$	515.09
SUSAN M HAMADA Total			**$**	**515.09**
SWEETWATER SOUND INC	6/10/2022	4013004 010	$	261.41
SWEETWATER SOUND INC Total			**$**	**261.41**
SWING EDUCATION INC.	6/29/2022	4013447 010	$	10,120.30
SWING EDUCATION INC. Total			**$**	**10,120.30**
TAG/AMS. INC.	6/10/2022	4013048 010	$	219.00

AP Check Register - Pivot Table Summary by Vendor
June 2022

Vendor Name	Date	Warrant #	Fund		Sum of Amount
TAG/AMS. INC.	6/24/2022	4013354	010	$	315.00
TAG/AMS. INC. Total				**$**	**534.00**
TALTON, VERONICA	6/10/2022	4013017	010	$	25.97
	6/24/2022	4013310	010	$	9.59
TALTON, VERONICA Total				**$**	**35.56**
TARA CELENE BICKFORD	6/24/2022	4013295	010	$	129.24
		4013311	010	$	125.23
TARA CELENE BICKFORD Total				**$**	**254.47**
TARGET SPECIALTY PRODUCTS	6/24/2022	4013330	050	$	900.51
TARGET SPECIALTY PRODUCTS Total				**$**	**900.51**
TEACHER SYNERGY LLC	6/17/2022	4013236	060	$	4,600.00
TEACHER SYNERGY LLC Total				**$**	**4,600.00**
TEAMSTERS LOCAL #150	6/29/2022	4013472	010	$	10,014.00
TEAMSTERS LOCAL #150 Total				**$**	**10,014.00**
TEAMSTERS MANAGED TRUST FUNDS	6/10/2022	4013099	670	$	217,622.00
TEAMSTERS MANAGED TRUST FUNDS Total				**$**	**217,622.00**
TEODOLINDA FARIAS MENDOZA	6/17/2022	4013263	010	$	69.73
TEODOLINDA FARIAS MENDOZA Total				**$**	**69.73**
TEXAS LIFE INSURANCE	6/29/2022	4013473	010	$	6,633.36
TEXAS LIFE INSURANCE Total				**$**	**6,633.36**
THE CREEKSIDE SCHOOL	6/24/2022	4013296	080	$	212.50
THE CREEKSIDE SCHOOL Total				**$**	**212.50**
THE DISCOVERY SOURCE	6/3/2022	4012909	010	$	9,138.56
THE DISCOVERY SOURCE Total				**$**	**9,138.56**
THE GET DOWN	6/24/2022	4013331	060	$	1,620.00
THE GET DOWN Total				**$**	**1,620.00**
THE PROPHET CORPORATION	6/3/2022	4012910	010	$	665.42
	6/7/2022	4012982	010	$	13.20
			088	$	753.37
	6/10/2022	4013056	010	$	1,315.27
		4013105	010	$	5,707.96
THE PROPHET CORPORATION Total				**$**	**8,455.22**
THERESA CALDERON	6/29/2022	4013433	010	$	206.18
THERESA CALDERON Total				**$**	**206.18**
TIYANNA TAMAYO	6/17/2022	4013216	080	$	182.00
TIYANNA TAMAYO Total				**$**	**182.00**
TONY TAI NGUYEN	6/17/2022	4013163	080	$	1,250.00
TONY TAI NGUYEN Total				**$**	**1,250.00**
TREINA, BILLS A.	6/24/2022	4013380	010	$	650.54
TREINA, BILLS A. Total				**$**	**650.54**
TURF AND INDUSTRIAL EQUIPMENT	6/10/2022	4013095	050	$	1,559.74
	6/30/2022	4013517	050	$	497.32
TURF AND INDUSTRIAL EQUIPMENT Total				**$**	**2,057.06**
TURNAROUND SCHOOLS	6/17/2022	4013221	010	$	1,150.00
TURNAROUND SCHOOLS Total				**$**	**1,150.00**
TUTORWORKS INC.	6/24/2022	4013372	060	$	43,994.94
	6/28/2022	4013418	060	$	23,118.44

AP Check Register - Pivot Table Summary by Vendor
June 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
TUTORWORKS INC.	6/30/2022	4013478	060	$ 48,387.63
TUTORWORKS INC. Total				**$ 115,501.01**
U.S. BANK	6/29/2022	4013423	010	$ 6,858.94
			130	$ 1,395.73
U.S. BANK Total				**$ 8,254.67**
UNITED PARCEL SERVICE	6/24/2022	4013297	010	$ 148.30
UNITED PARCEL SERVICE Total				**$ 148.30**
UNITED SITE SERVICES	6/17/2022	4013237	050	$ 949.58
UNITED SITE SERVICES Total				**$ 949.58**
UNITEDHEALTHCARE INSURANCE	6/28/2022	4013421	670	$ 18,545.59
UNITEDHEALTHCARE INSURANCE Total				**$ 18,545.59**
VALLEY TRANSPORTATION AUTH.	6/3/2022	4012911	060	$ 862.50
VALLEY TRANSPORTATION AUTH. Total				**$ 862.50**
VICKIE DIANGSON	6/7/2022	4012971	010	$ 214.10
VICKIE DIANGSON Total				**$ 214.10**
VINCENT N IWASAKI	6/24/2022	4013312	010	$ 161.24
VINCENT N IWASAKI Total				**$ 161.24**
VISION SERVICE PLAN	6/10/2022	4013112	670	$ 11,840.56
VISION SERVICE PLAN Total				**$ 11,840.56**
VISTA CENTER FOR THE BLIND &	6/17/2022	4013256	080	$ 95.00
	6/10/2022	4013106	080	$ 475.00
VISTA CENTER FOR THE BLIND & Total				**$ 570.00**
VIVIAN UYEN NGUYEN	6/7/2022	4012991	060	$ 249.31
VIVIAN UYEN NGUYEN Total				**$ 249.31**
W.W. GRAINGER INC.	6/10/2022	4013049	050	$ 464.90
		4013096	050	$ 1,301.51
	6/24/2022	4013355	050	$ 1,209.70
	6/30/2022	4013532	050	$ 1,075.02
W.W. GRAINGER INC. Total				**$ 4,051.13**
WALTERS, MELISSA	6/24/2022	4013321	010	$ 73.83
WALTERS, MELISSA Total				**$ 73.83**
WATER QUALITY PLUMBING INC	6/30/2022	4013489	050	$ 205.00
WATER QUALITY PLUMBING INC Total				**$ 205.00**
WAY OF THE WORLD INC.	6/28/2022	4013409	010	$ 741.11
WAY OF THE WORLD INC. Total				**$ 741.11**
WEST MUSIC COMPANY INC	6/10/2022	4013107	010	$ 399.99
WEST MUSIC COMPANY INC Total				**$ 399.99**
WEX Health Inc	6/10/2022	4013061	670	$ 60.00
WEX Health Inc Total				**$ 60.00**
WILLIAM ALVAREZ	6/7/2022	4012972	010	$ 206.18
WILLIAM ALVAREZ Total				**$ 206.18**
WOODWIND & BRASSWIND INC.	6/3/2022	4012912	060	$ 958.13
WOODWIND & BRASSWIND INC. Total				**$ 958.13**
WORTHINGTON DIRECT	6/17/2022	4013193	010	$ 3,732.21
WORTHINGTON DIRECT Total				**$ 3,732.21**
YMCA OF SILICON VALLEY	6/3/2022	4012952	060	$ 31,034.83
	6/10/2022	4013005	060	$ 56,109.09

AP Check Register - Pivot Table Summary by Vendor
June 2022

Vendor Name	Date	Warrant #	Fund		Sum of Amount
YMCA OF SILICON VALLEY	6/30/2022	4013479	010	$	61,251.10
			060	$	46,805.26
YMCA OF SILICON VALLEY Total				$	195,200.28
ZANE GRAY HAWKINS	6/15/2022	4013132	010	$	39.46
ZANE GRAY HAWKINS Total				$	39.46
ZUM SERVICES INC	6/10/2022	4013050	010	$	9,661.50
		4013097	010	$	8,386.75
ZUM SERVICES INC Total				$	18,048.25
Grand Total				$	4,635,988.84

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

11.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Current Enrollment.

Information Only

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

To the Board of Trustees: Meeting: July 21, 2022
Information Only Special Board Meeting

11.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Next Year Master Enrollment

Building Name Next Year	Bldg NY	T4	TK	00	01	02	03	04	05	06	07	08	Total W/O SDC	SDC	Total W/ SDC	PK	TTL W/ SDC & PK
A.J. Dorsa Elementary School	415	1	3	29	52	50	50	50	64	0	0	0	299	13	312	1	313
Adelante 2 Elementary	482	4	16	42	53	50	49	44	31	0	0	0	289	1	290	0	290
Adelante Dual Language Immersion Acade	480	1	3	23	53	59	54	57	50	0	0	0	300	0	300	0	300
Aptitud Community Academy at Goss	412	3	4	19	29	44	48	55	52	0	0	0	254	1	255	0	255
Ben Painter Elementary School	416	12	17	39	64	53	48	49	47	0	0	0	329	1	330	1	331
Cesar Chavez Elementary School	406	2	4	21	0	0	0	0	0	0	0	0	27	0	27	20	47
Donald Meyer Elementary School	418	3	4	28	48	31	48	44	48	0	0	0	254	16	270	12	282
Horace Cureton Elementary School	401	0	7	27	38	45	41	50	45	0	0	0	253	12	265	3	268
Learning in an Urban Community with High	470	3	12	25	33	40	54	46	48	0	0	0	261	0	261	0	261
Linda Vista Elementary School	402	7	12	44	74	84	73	73	62	0	0	0	429	24	453	8	461
Lyndale Elementary School	403	3	4	42	54	51	39	47	48	0	0	0	288	21	309	26	335
Millard McCollam Elementary School	404	10	11	43	62	62	76	68	69	0	0	0	401	9	410	3	413
O.S. Hubbard Elementary School	408	4	2	32	39	52	43	53	77	0	0	0	302	3	305	3	308
Russo/McEntee	475	1	5	40	53	50	50	49	53	0	0	0	301	24	325	3	328
San Antonio Elementary School	424	4	9	30	48	59	74	80	82	0	0	0	386	9	395	1	396
Sylvia Cassell Elementary School	420	3	4	33	46	46	36	47	48	0	0	0	263	13	276	2	278
Thomas P. Ryan Elementary School	410	2	14	27	39	44	54	35	44	0	0	0	259	12	271	2	273
Adelante 2 Middle	483	0	0	0	0	0	0	0	0	17	17	10	44	0	44	0	44
Adelante Academy	481	0	0	0	0	0	0	0	0	54	35	51	140	0	140	0	140
Aptitud Academy	432	0	0	0	0	0	0	0	0	49	49	37	135	6	141	0	141
Joseph George Middle School	425	0	0	0	0	0	0	0	0	145	127	149	421	13	434	0	434
O.S. Hubbard Middle School	428	0	0	0	0	0	0	0	0	62	58	52	172	0	172	0	172
Ocala Middle School	426	0	0	0	0	0	0	0	0	121	120	129	370	20	390	0	390
Renaissance Academy	490	0	0	0	0	0	0	0	0	88	123	139	350	15	365	0	365
Renaissance at Mathson	491	0	0	0	0	0	0	0	0	105	113	130	348	13	361	0	361
William Sheppard Middle School	417	0	0	0	0	0	0	0	0	184	174	157	515	10	525	0	525
	Totals	**63**	**131**	**544**	**785**	**820**	**837**	**847**	**868**	**825**	**816**	**854**	**7,390**	**236**	**7,626**	**85**	**7,711**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 11.05

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: July 21, 2022

Recommend Approval — Regular Board Meeting

11.05 — Kol S

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
July 21, 2022 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Academic Services Barbara Campbell	07/01/22-06/30/23	California Consulting Inc.	$48,000.00 NTE	Grant writing at the direction of the district on specific grants identified by District. Funding: General
Academic Services Barbara Campbell	07/25/22-07/31/23	Glen Price Group (GPG)	$27,940.00	Facilitate a series of management meetings and support the development and initial progress monitoring of an implementation plan aligned to the district's strategic plan. Funding: General
Academic Services Jacqueline Montejano	08/16/22-08/15/23	Imagine Learning, LLC	$11,250.00	Provide professional development to support instructional implementation of Independent Studies program. Funding: Restricted
Academic Services Jacqueline Montejano	08/01/22-06/30/23	LAZEL, Inc. DBA: Learning A-Z, LLC	No Cost	Provide professional development to train teachers to use purchased licenses that enable teachers with access to differentiated online reading supports and online science supplemental activities. Funding: N/A
Academic Services Jacqueline Montejano	08/01/22-06/30/23	Savvas Learning Company, LLC	No Cost	Provide professional development for teachers in order to support the EnVision Math upgrade implementation of curricular resources provided with the license purchase. Funding: N/A

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Child Nutrition Services Denisse Mendez	07/01/22- 06/30/23	ACME Pacific Repairs, Inc.	$20,000.00	Repair of kitchen equipment such as dishwashers, ovens, warmers, re-therm ovens and steam tables. All equipment used for heating and holding food. Funding: Restricted
Child Nutrition Services Denisse Mendez	07/01/22- 06/30/23	East Bay Refrigeration, Inc.	$7,260.00	Provide preventative maintenance service on all refrigeration equipment located at all schools in ARUSD. Will consist of cleaning condensers, oiling motors, checking hinges and door gaskets, and resetting defrost time clocks as needed. Checking electrical components, Freon levels, plus recommending additional repairs as needed. Funding: Restricted
Child Nutrition Services Denisse Mendez	07/01/22- 06/30/23	East Bay Refrigeration, Inc.	$55,000.00	Provide repairs and services to all refrigeration and freezer equipment located at all district kitchens/cafeterias. Remove, repair, replace parts and/or equipment when needed. Funding: Restricted
IT Services Brett Littrell	07/25/22- 08/25/22	E-3 Systems	$44,957.09	Provide and install a quantity of 91 risers rated category 6 cables for Halo Vape sensor for the boys' and girls' restrooms throughout multiple school sites. Funding: Restricted
Maintenance Ed Villarreal	07/22/22- 06/30/23	Axiom Communications System	$65,000.00 NTE	Provide service and repair on all fire alarm, security, and PA intercoms. Also, inspect, test, maintain and certify fire alarm systems. Emergency response service is provided 24 hours a day, 7 days a week. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Maintenance Ed Villarreal	07/22/22- 06/30/23	Bay Alarm Company	$15,000.00 NTE	Provide installation services and miscellaneous repairs not covered under the routine service agreement. Funding: Restricted
Maintenance Ed Villarreal	07/22/22- 06/30/23	Blossom Hill Glass & Mirror	$60,000.00 NTE	Provide emergency glass replacement as needed due to vandalism district-wide. Funding: General
Maintenance Ed Villarreal	07/22/22- 06/30/23	Bosco Construction Services, Inc.	$85,000.00 NTE	Provide small-scale construction, repairs, painting, and installations for facilities district-wide on an as-needed basis. Funding: Restricted
Maintenance Ed Villarreal	07/15/22- 06/30/23	General Tree Service	$84,000.00 NTE	Provide emergency tree trimming and removal on an as needed basis district-wide. Funding: Restricted
Maintenance Ed Villarreal	07/22/22- 06/30/23	Harry L. Murphy, Inc.	$85,000.00 NTE	Provide services that include repair and/or replacement of flooring as needed district-wide. Funding: Restricted
Maintenance Ed Villarreal	07/22/22- 06/30/23	Jet Mulch, Inc.	$84,000.00 NTE	Provide pneumatic delivery and installation of mulch, including installing engineer wood fiber in each of the schools play boxes as needed district-wide. Funding: Restricted
Maintenance Ed Villarreal	07/22/22- 06/30/23	Kern Oil Filter Recycling, LLC	$5,000.00 NTE	Provide annual service for wash rack located in the District's Corporate Yard, which includes the removal of debris and fluids, replace filters and additional related work. This area is used to wash buses and other District vehicles. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Maintenance Ed Villarreal	07/22/22- 06/30/23	Khai Heating & Air Conditioning, Inc.	$88,000.00	Provide service repair and maintenance of HVAC and Airedale units at various district facilities. Funding: Restricted
Maintenance Ed Villarreal	07/01/22- 06/30/23	Peter Imperial, DBA: Imperial Fire, Safety & First Aid	$18,245.00	Maintain, repair or replace extinguishers as needed district-wide. Funding: Restricted
Maintenance Ed Villarreal	07/22/22- 06/30/23	Precision Communications Systems, Inc.	$65,000.00	Provide fire alarm inspection, and maintenance services as well as installation, testing, central monitoring, clock/PA system, and telephone installation and maintenance district-wide. Funding: Restricted
Maintenance Ed Villarreal	07/22/22- 06/30/23	Pro-Cal Truck & Equipment, DBA: Universal Truck Body & Fabrication	$60,000.00 NTE	Provide service and repair, bodywork on buses/vehicles involved in accidents. Also provide mechanic work on District tractor, lawn mower, and white fleet. Funding: Restricted
Maintenance Ed Villarreal	07/01/22- 06/30/23	Quick Light Recycling, LLC	$5,000.00	Provide proper disposal, containers and removal of hazardous materials such as Non-PCP ballast, fluorescent light, batteries, and broken glass on an as needed basis district-wide. Funding: Restricted
Maintenance Ed Villarreal	07/22/22- 06/30/23	Rollins, Inc. DBA: Orkin LLC	$21,000.00 NTE	Provide pest control treatment for all interior and exterior kitchens, and cafeterias, district-wide. Funding: Restricted
Maintenance Ed Villarreal	07/22/22- 06/30/23	Selway Construction, Inc.	$60,000.00 NTE	Provide small scale construction, repairs, painting, and installations on an as needed basis district-wide. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Social Emotional Learning Dr. Imee Almazan	08/01/22- 08/03/22	Plushy Feely Corp.	$4,000.00	Provide training during the optional professional development series for the 2022-2023 school year August 1st and August 3rd for up to 80 attendees per session. Training includes Q&A, planning, design and follow up for grades TK-5th. Funding: Restricted
Social Emotional Learning Dr. Imee Almazan	08/01/22- 06/30/23	SEEDS	$95,00.00 NTE per site	Master Service Contract: Provide training in Restorative Justice (RJ) to support work in the implementation of the practices intended to strengthen ARUSD school communities in order to build as well as repair relationships. Services will be provided in person and/or virtually for the 2022-2023 School Year. Funding: Various
Student Services Norma Flores	08/01/22- 06/30/23	Early College Outreach Parent Program	$4,000.00 NTE per site	Master Service Contract: Parent engagement in various educational programs such as ESL and technology classes for parents from any ARUSD school desiring to participate. Goal is to help low income first generation students and families prepare for college admission. Funding: Various
Student Services Norma Flores	07/01/22- 06/30/23	Lozano Smith Attorneys at Law	$22,000.00	Provide remote legal consultation and professional development via phone, email and webinars regarding various school topics such as expulsion, section 504, bullying concerns and COVID-19. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

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

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

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

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

Name of Individual/Company: California Consulting Inc.

Address: 214 Main Street, Suite 102 City: El Segundo State: CA Zip: 90245

Phone: (323) 728-9002 Email: steve@californiaconsulting.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.)

Grant writing at the direction of the district on specific grants identified by the district.

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

X a. **Fee Rate:** $varies per year Not to Exceed $48,000.00 of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5818-00-1110-1000-000000-305-140 _____ Accountant Initials

_____ _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/28/22

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

GRANT WRITING SERVICES AGREEMENT

DATED: June 9, 2022

PARTIES: California Consulting, Inc. (hereinafter the "Consultant"); and

Alum Rock Union Elementary School District, (hereinafter the "Client")

AGREEMENT:

The undersigned hereby agree to the following terms and conditions:

Section 1. **Duties of Consultant:** During the term of this Agreement, Consultant shall provide the Client as follows:

a. Grant writing at the direction of the Client on specific grants identified by the Client.

Section 2. **Time for Performance of Duties:** Notwithstanding any other term or condition of this Agreement, Client specifically acknowledges that Consultant has other clients and/or outside employment. Consultant shall have control over the time and manner of performing its duties described in Section 1, and shall make available such time as it, in its sole discretion, shall deem appropriate for the performance of its duties under this Agreement.

Section 3. **Term of the Agreement:** The effective date of this Agreement is June 30, 2022, and shall continue on a month to month basis allowing either party to discuss new terms at any time.

Section 4. **Compensation:** Client shall pay Consultant on a per grant basis as compensation for Consultant's grant writing services as described in Section 1. Consultant shall provide Client with a written invoice monthly. Client agrees to pay invoice within 30 days of receipt.

The following is a breakdown of cost Per Grant:

Grant Amount Request	Cost
Up to $10,000	$1,500
$10,001 - $50,000	$4,000
$50,001 - $100,000	$5,500
$100,001 - $250,000	$7,500
Over $250,000	$9,000 - $12,000

Cost will be determined based on complexity of grant preparation for all grants exceeding $250,000. Consultant will provide Client with cost prior to commencing work on grant selected by Client. If Client decides to withdraw the application or cease work on the application prior to submission and after work has begun, Client agrees to pay Consultant for work completed at an hourly rate of $125.00, not to exceed the total amount of the per grant rate. Consultant will provide Client with a breakdown of time spent along with the invoice.

Section 5. **Expenses:** The Client agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client. Such expenses typically might include, but are not limited to, mileage, conference calls, copies, binding costs, postage, parking,

travel, and lodging expenses. Consultant shall provide Client with a receipt and a description of the expense with the invoice.

Section 6. **Relationship:** Consultant shall perform its grant writing services hereunder as an independent contractor and not as an employee of the Client or an affiliate thereof. It is expressly understood and agreed to by the parties hereto that Consultant shall have no authority to act for, represent or bind the Client or any affiliate thereof in any manner, except as may be agreed to expressly by the Client in writing from time to time.

Section 7. **Confidentiality:** Except in the course of the performance of its duties hereunder, each party agrees that it shall not disclose any trade secrets, know-how, or other proprietary information not in the public domain learned as a result of this Agreement. Similarly, the parties agree that they shall not disclose or divulge this Agreement, or any of its terms or conditions to third parties, except as is necessary to perform the terms and conditions stated herein.

Section 8. **Indemnification:** The Client agrees to indemnify and hold harmless the Consultant, its members, officers, directors, employees, attorneys, and contractors and each person who controls Consultant or any of its affiliates from and against any demands, losses, claims, actions or causes of action, damages, judgment, arbitration awards, liabilities (whether absolute or accrued, contingent or otherwise), costs, and expenses whatsoever (including reasonable costs of investigation or defending any action) to which they or any of them may become subject under any applicable law arising out of Consultant's performance under this Agreement and will reimburse Consultant for all expenses (including counsel fees) as they are incurred. Consultant maintains liability insurance in the amount of one million dollars.

Section 9. **Assignment:** This Agreement shall not be assignable by either party; provided however, that Consultant shall have the discretion to allocate its duties hereunder to owners, affiliates, or employees of Consultant.

Section 10. **No Guaranteed Result:** Client acknowledges and agrees that Consultant does not have control over third party decision makers, and therefore Consultant makes no representations, warranties or guarantees that it can achieve any particular results. Consultant, however, shall act in good faith toward the performance of its duties described above.

Section 11. **Prior Agreements:** This Agreement shall supersede any prior agreements between the parties, and serves as the sole and only agreement between them. This Agreement may only be modified by a writing signed by both parties.

Section 12. **Governing Law:** This Agreement shall be deemed to be a contract made under the laws of the State of California and for all purposes shall be construed in accordance with the laws of said State.

Section 13. **Attorney's Fees:** The prevailing party in any action filed that arises out of this Agreement shall be entitled to recoup their reasonable attorney's fees and costs from the other party.

Section 14. **Notices:** All notices will be sent via certified mail or overnight courier to:

Consultant at:	California Consulting, Inc. 214 Main Street, Suite 102 El Segundo, CA 90245
Client at:	Alum Rock Union Elementary School District 2930 Gay Ave, San Jose, CA 95127

Section 15. **Termination:** This Agreement may be terminated by either party for any reason not in violation of federal and/or California State law upon thirty (30) days written notice to the other party. Client shall compensate Consultant for all services rendered prior to the date of termination. There shall be no liquidated damages in the event of termination under this provision.

IN WITNESS THEREOF, this Agreement is executed on the dates set forth below and effective on the date first set forth above.

"CONSULTANT"	"CLIENT"
California Consulting, Inc.	Alum Rock Union Elementary School District
By_____	_____
Steven N. Samuelian, CEO	Name: Dr. Hilaria Bauer
	Title: Superintendent

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Barbara Campbell

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

   Name of Individual/Company: Glen Price Group (GPG)

   Address: 719 El Cerrito Plaza City: El Cerrito State: CA Zip: 94530

   Phone: ( ) Email Address: aaron@glenpricegroup.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 25, 2022 end date July 31, 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:

   GPG will facilitate a series of management meetings and support the development and initial progress monitoring of an implementation plan aligned to the district's strategic plan.

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:** $27,940 (describe rate agreement) _____

5. **BUDGET CODE:** 010-0000-0-5815-00-0000-7100-000000-710-7110

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

GPG Scope of Work

Alum Rock Union School District

Strategic Plan Implementation Planning and Meeting Facilitation

The Glen Price Group (GPG) has been requested by Alum Rock Union School District (ARUSD) to facilitate a series of management meetings and support the development and initial progress monitoring of an implementation plan aligned to the district's strategic plan adopted by the Board of Trustees in June 2022. This Scope of Work provides the work plan and serves as GPG's written estimate to perform the work requested.

A. Scope of Work

As an independent contractor, GPG will:

1. Design, facilitate, and document sessions at three management team meetings:
    a. **School year kickoff (08/01/2022)**. This meeting will focus on initial development of an implementation plan, including the identification of existing or ongoing efforts that will advance strategic plan goals as well as additional actions needed.
    b. **Mid-year (tentatively scheduled for 01/27/2023)**. This meeting will provide an opportunity to review and finalize the implementation plan, as well as evaluate work undertaken and progress-to-date .
    c. **End-of-year (tentatively scheduled for 06/15/2023)**. This meeting will focus on reviewing implementation progress to date in relation to the implementation plan and identifying any adjustments needed to the plan for the next school year.
2. Between the August 2022 and January 2023 meetings, convene 2-3 virtual (i.e. over Zoom) focus groups / small groups of ARUSD staff to review and refine the initial implementation planning work completed during the August meeting.
3. Draft an implementation plan for finalization during the January 2023 meeting.
4. Assist with the documentation of progress updates for presentation to the Board of Trustees in or around July 2023.

B. Deliverables

GPG will provide the following deliverables for the project:

1. Meeting designs and notes for the August 2022, January 2023, and June 2023 meetings.
2. Focus group designs and notes for 2-3 focus groups held between August 2022 and January 2023
3. Draft and final versions of the implementation plan.

C. Timeframe

GPG will perform the scope of work above between July 25, 2022 and July 31, 2023.

D. ARUSD Duties and Responsibilities

In support of this work, ARUSD will:

1. Coordinate meeting logistics for management team meetings identified above
2. Provide GPG with timely feedback on draft materials

E. Total Estimated Fee

GPG proposes a total fee of $27,940. This amount is broken down by scope area in the table below.

Scope Area	Calculation	Cost
1. Design, facilitate, and document sessions at three management team meetings	60 hours at $200 per hour, plus travel and supplies.	$15,000
2. Between the August 2022 and January 2023 meetings, convene 2-3 virtual (i.e. over Zoom) focus groups / small groups of ARUSD staff to review and refine the initial implementation planning work completed during the August meeting.	20 hours at $200 per hour	$4,000
3. Draft an implementation plan for finalization during the January 2023 meeting.	20 hours at $200 per hour	$4,000
4. Assist with the documentation of progress updates for presentation to the Board of Trustees in or around July 2023.	12 hours at $200 per hour	$2,400
	Subtotal	$25,400
	Indirect (10%)	$2,540
	TOTAL	**$27,940**

DocuSign Envelope ID: 7DAB9C55-8E7D-4ED4-9DCD-08647492E349

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Jacqueline Montejano

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

   Name of Individual/Company: Imagine Learning LLC

   Address: 8860 E. Chaparral Rd. Suite 100 City: Scottsdale State: AZ Zip: 85250

   Phone: (877) 725-4257 x1037 Email Address: jordan.wolf@imaginelearning.com

   SSN: _____ or Fed I.D. #: 45-1565841

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 16, 2022 end date August 15, 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:

   Imagine Learning LLC will provide professional development to support instructional implementation of Independent Studies program.

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:** $11,250.00 (describe rate agreement) _____

   060-6300-0-5815-0-1110-1000-000000-300-1070 lottery

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

imagine learning

Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257 x1037

Date	4/11/2022
Quote No.	258109
Acct. No.	03:al:CA:12214897
Total	$11,250.00
Pricing Expires	9/30/2022

Alum Rock Union Elementary School Dist
2930 Gay Ave
San Jose CA 95127

Payment Schedule	Contract Start	Contract End
Net 30.	8/16/2022	8/15/2023

Site	Description	Comment	End Date	Qty
1. Alum Rock Union Elementary School Dist				
	IS PD Webinar		08/15/2023	2
	IS Professional Development Essentials - Access to asynchronous training video library, Virtual School Resources, live and asynchronous options. Up to 6 ISPD Webinars OR 2 onsite days		08/15/2023	1
	Professional Development Onsite Day		08/15/2023	1
	Professional Development Webinar Training		08/15/2023	2

Subtotal	$11,250.00
Total	$11,250.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at https://www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Alum Rock Union Elementary School Dist

Signature: _____

Print Name: Dr. Hilaria Bauer

Title: Superintendent

Date: _____

Imagine Learning Representative

Jordan Wolf
jordan.wolf@imaginelearning.com
972-822-9909

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Jacqueline Montejano

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: LAZEL, Inc. DBA: Learning A-Z, LLC

   Address: 17855 Dallas Parkway, Suite 400 City: Dallas State: TX Zip: 75287

   Phone: (631) 988-8989 Email Address: linda.gordon@learninga-z.com

   SSN: _____ 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:

   Learning A-Z will provide professional development to train teachers to use purchased licenses that enable teachers with access to differentiated online reading supports and online science supplemental activities.

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:** $ Zero cost (describe rate agreement) _____

   010-0000-0-5815-00-1110-1000-000000-305-5310 LCAP 3.7

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

Learning A-Z

Alum Rock Union School District

Alum Rock Union School District
Kickstart PD days
August 1 -5, 2022

Getting Started with Raz-Plus*

Please join us for this introductory session as we explore how to utilize Raz-Plus resources in your classroom. During this session, you will have the opportunity to increase your understanding of program navigation and features to support instruction.

Learning Outcomes:

- Match students with appropriate texts
- Discover instructional resources
- Explore the student experience

August 1st and 3rd 9 -10 AM PST

Getting Started with Science A-Z*

This webinar provides an overview of Science A-Z resources and features to support your science and literacy instruction. This session will familiarize you with how to navigate the site, assign resources, and view the student experience.

Learning Outcomes:

- Discover resources to support Science content and Literacy Skills
- Learn about Science A-Z Reading Levels & Differentiated Resources
- Explore and customize the student experience

August 1st and 3rd 10 -11 AM PST

Learning A-Z

Science A-Z FOSS Science Correlations and Ask an Expert! Raz-Plus/Science A-Z Open Office Hours*

Are you looking for guidance on how Science A-Z can support your FOSS Science program? Do you have a pressing Raz-Plus or Science A-Z question for a Learning A-Z Professional Learning Specialist? Come join us for a 60-minute session geared to support the Science A-Z Foss Correlations and answer your targeted questions. Also, if you choose, just listen in as we respond to questions asked by your colleagues.

During the hour, you will:

- Explore the Science A-Z Foss Correlations (first 15 minutes)
- Learn how to best use Raz-Plus and Science A-Z resources for students of all reading and ability levels
- Have an opportunity to submit questions, and receive answers about Raz-Plus and Science A-Z
- Interact in real-time with a Learning A-Z expert
- Questions will be answered on a first come first served basis

August 4th 1 -2 PM PST
August 5th 10:45 -11:45 AM PST

***Two remaining Ask the Expert sessions will be available for the remainder of 2022 in addition to the 2022 -23 allotment of 4 Ask the Expert sessions. Also, there are additional complimentary product orientation sessions like the two Getting Started sessions noted on this document. All sessions above this statement are complimentary with the license purchase.**

Purchased deeper dive webinars:

Alum Rock has 4 remaining 1-hour webinars that were purchased in 2021 and are to be used by the close of the 2022 -23 school year. At this point there is discussion of delivering February or March 2023 with no firm dates or content as of yet.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Jacqueline Montejano

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: Savvas Learning Company LLC

   Address: 15 E. Midland Ave. Suite 502 City: Paramus State: NJ Zip: 07652

   Phone: ( ) Email Address: jaimee.montali@savvas.com

   SSN: _____ 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:

   Professional Development for teachers to support EnVision Math upgrade implementation of curricular resources provided with the license purchase.

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:** $Zero cost (describe rate agreement) _____

5. **BUDGET CODE:** 010-0000-5815-00-1110-1000-000000-305-7221

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 Elem School District

SAVVAS

Ms. Barbara Campbell
Director of Academic Services
Alum Rock Elem School District
2930 Gay Ave
San Jose, CA 95127-2398
United States

Quote Number: 120923-8

Quote Creation Date: 07-01-2022

Quote Expiration Date: 09-30-2022

Quote Release: 8

enVision 2020 Program Activation PD

Price Quote Summary

Solution	Base Amount	Free Amount	Total
Additional Mathematics Professional	$ 0.00	$ 1,500.00	$ 0.00
Solution Subtotal	**$ 0.00**	**$ 1,500.00**	**$ 0.00**
Shipping & Handling			**$ 0.00**
Total			**$ 0.00**

Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
Additional Mathematics Professional Development						
Additional Mathematics Professional Development - Math Program Activation						
0000000125106	VIRTUAL MATH PROGRAM ACTIVATION 2-HOURS	$500.00	3	0	$1,500.00	$0.00
	Additional Mathematics Professional Development - Math Program Activation Subtotal				**$ 1,500.00**	**$ 0.00**
	Additional Mathematics Professional Development Subtotal				**$ 1,500.00**	**$ 0.00**
	Solution Subtotal				**$ 1,500.00**	**$ 0.00**
		Shipping and Handling				**$ 0.00**
					Total	**$ 0.00**

SAVVAS
LEARNING COMPANY

15 E Midland Ave St 502
Paramus, NJ, 07652-2938
United States

THIS AGREEMENT ("**Agreement**") is made and entered into by and between Savvas Learning Company LLC ("Savvas"), having offices at 15 E. Midland Ave., Suite 502, Paramus, NJ 07652, and Alum Rock Union School District, having offices at 2930 Gay Ave, San Jose, CA 95127, and is effective as of the date of the date last signed by the parties hereto (the "Effective Date").

1. **Definitions**. For purposes of this Agreement, the following definitions shall apply:

   1.1 "Documentation" means all participant guides, course materials, and other information which Savvas makes available to participants in connection with delivery its Services (as defined below), whether in printed or electronic form.

   1.2 "Intellectual Property Rights" means all current and future worldwide patents and other patent rights, copyrights, mask work rights, trade secrets, trademarks, and all other intellectual property rights and the related documentation or other tangible expression thereof, applicable to the Services and related Materials (as defined below) which are owned by or licensed to Savvas.

   1.3 "Order Schedule" means the price quotations or other documents attached to this Agreement as Exhibit A, which identify the specific Services being purchased by Customer.

   1.4 "Services" means training, professional development, consulting, or other professional services offered by Savvas. Services are often, but not always, tied to the delivery of particular educational products.

2. **Purchase of Services**. Customer agrees to purchase, and Savvas agrees to provide, the Services set forth on the Order Schedule, all in accordance with the terms of this Agreement. Savvas does not guarantee estimated delivery dates; however, Savvas will work with Customer to arrange mutually agreeable dates for Services.

3. **Payment Terms**. Customer agrees to pay Savvas all fees charged for the Services set forth on the Order Schedule, as well as all applicable sales, use, or similar taxes (however named) imposed on any Services or any associated products or materials provided by Savvas, exclusive of those taxes based on Savvas' income, in accordance with Savvas' invoice terms (net 30 days from the invoice date). Customer will provide Savvas with proof of any claimed tax exemption and will be responsible for the payment of all applicable penalties, taxes, and costs that arise if the tax exemption proves inapplicable.

4. **Intellectual Property**.

   4.1 Any Documentation and any access to online content or any other materials provided by Savvas in connection with the Services (collectively referred to herein as the "Materials"), are proprietary to Savvas and/or its licensors, and are protected by copyright, trade secret, and other intellectual property rights. Customer acknowledges and agrees that all such intellectual property rights shall

remain vested in Savvas. Savvas grants Customer a non-exclusive, non-transferable license to use the Materials solely for its internal educational purposes. This license shall be perpetual in the case of Materials provided in paper form. For software or access to online content granted for a stated license period (covered under a separate agreement), the term of the license will be for the period for which Savvas' applicable license fees were paid. Customer shall not make copies of any Materials or share the Materials with any third party unless authorized to do so in writing by Savvas.

4.2 Notwithstanding the foregoing, Savvas acknowledges that it obtains no ownership rights to any personally identifiable data regarding Customer's teachers, students, or other users. As an example, if Savvas prepares a Customer-specific report as part of a consulting service for Customer, Savvas retains all intellectual property rights in the report template, but does not have any ownership rights with respect to any Customer-specific data included in the report. In addition, Savvas will not use any Customer data in a manner in which such data is attributable to Customer without Customer's permission. Savvas does, however, reserve the right to use de-identified data collected regarding Customer's users use of its products, in a form that is no longer attributable to Customer and aggregated with similar de-identified data collected from Savvas' other customers, for the purposes of improving existing products, developing new products, evaluating and communicating product effectiveness and outcomes, and other related purposes.

5. **Terms.**

5.1 Savvas warrants that the Services will be performed by qualified personnel in a good and workmanlike manner consistent with industry standards.

5.2 Services are scheduled at mutually agreed upon times. Customer is advised that services should ordinarily be scheduled at least thirty (30) days in advance to ensure availability of Savvas personnel.

6. **Term of Agreement.**

6.1 This Agreement will commence on the Effective Date and will continue until all Services have been fully delivered or the Agreement is terminated in accordance with the termination provisions below.

6.2 Either party may terminate this Agreement in whole or in part upon thirty (30) days' written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period. For clarity, in the event of any termination of this Agreement, Customer shall not be relieved of any obligation to pay for Services or other items delivered prior to the date of termination.

7. **DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO WARRANTIES IN RELATION TO SERVICES THAT ARE THE SUBJECT**

MATTER OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHER IMPLIED WARRANTIES OR CONDITIONS OTHERWISE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

8. **LIMITATION OF LIABILITY. SAVVAS AND ITS LICENSORS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, OR THE SERVICES PROVIDED HEREUNDER, OR THE USE OR INABILITY TO USE ANY SERVICES OR MATERIALS, EVEN IF SAVVAS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CUSTOMER SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO SAVVAS HEREUNDER FOR THE APPLICABLE SERVICE ON WHICH THE CLAIM IS BASED.**

9. **Force Majeure**. In the event Savvas' personnel fail to perform the Services because of illness, resignation or other causes beyond Savvas' reasonable control, Savvas shall use commercially reasonable efforts to replace such personnel within a reasonable time, but shall in no event be liable as a result of its inability to do so. In addition, neither party shall be liable for any delays in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, pandemic, civil disturbance, or natural disaster.

10. **General.** Enforcement and interpretation of this Agreement shall be governed by the laws of the State of New York applicable to agreements made and fully performed therein, without regard to the State's principles of conflicts of laws. This Agreement is the complete agreement between Customer and Savvas with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements and negotiations between the parties with respect thereto. This Agreement cannot be amended without the written agreement of both parties. If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which all together shall be deemed to constitute one and the same instrument. Transmission and receipt of this Agreement via facsimile, digital signature, or other electronic means shall be treated as original signatures for all purposes hereof and shall have the same legal effect as receipt of the original executed document by mail or any other acceptable means of delivery.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives below.

(CUSTOMER NAME)	SAVVAS LEARNING COMPANY LLC
By: _____	By: Matt Stricker (Jul 6, 2022 11:07 CDT)
Printed Name: Dr. Hilaria Bauer	Printed Name: Matt Stricker
Title: Superintendent	Title: VP Operations
Date: _____	Date: 07/06/2022

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: Denisse, Mendez, Director of Child Nutrition Services

RE: Contract Approval-ACME Pacific Repairs, Inc.

Date: July 12, 2022

Summary:
The Child Nutrition Services Department has need to repair kitchen equipment due to the usage of heating and holding food for meal distribution. It is necessary for the District to maintain a contract with a reliable company that has been responsive and capable of providing repair services within 24 hours. The service will be provided district-wide on an as-needed basis.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with ACME Pacific Repairs, Inc, in the amount of $20,000.00 for the 2022-2023 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: ACME Pacific Repairs, Inc. (School/Dept.)

VENDOR NO. 10681

PROGRAM MANAGER: Denisse Mendez

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: ACME Pacific Repairs, Inc.

   Address: 347 Fulton Place City: Fremont State: CA Zip: 94539

   Phone: (510) 252-2070 Email Address: info@acmepacificrepairs.com

   SSN: _____ or Fed I.D. #: 94-3071247

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:

   Repair of kitchen equipment such as dishwashers, ovens, warmers, re-therm ovens and steam tables. All equipment used for heating and holding food

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:** $ 160.00 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:** $ contract total $20,000 (describe rate agreement) _____

5. **BUDGET CODE:** 050-8150-0-5815-00-0000-8100-000000-450-8130

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
						M. Nuñez 6/30/22

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

acme pacific
Repairs, Inc.

Foodservice Equipment Specialist

1347 Fulton Place, Fremont CA, 94539 – Tel. (510) 252-2070 – Fax (510) 656-1753

May 5, 2022

Alum Rock Union Elementary School District
Attn: Romelia Galaviz
2930 Gay Avenue
San Jose, CA 95127

RE: Service Proposal

Dear Romelia,

We propose to provide repair and maintenance service on kitchen / cafeteria equipment at the various School locations, on an as needed time and material basis.

Copy of our current labor rate and scope of work is also attached for your reference.

Thank you for this opportunity, we are looking forward to working with you.

Sincerely

Ranjit Ratra
Owner & CEO

acme pacific
Repairs, Inc.

Foodservice Equipment Specialist

1347 Fulton Place, Fremont CA, 94539 – Tel. (510) 252-2070 – Fax (510) 656-1753

Current LABOR RATES :

Trip (Travel) regular charge - **$ 175.00**
Straight time - **$ 160.00 per hour**
Trip (Travel) Overtime - **$ 262.50**
Overtime - **$ 240.00 per hour**

Emergency $ 240.00 per hour (3 – hours minimum charge) - **$ 720.00** *(Saturday & Sunday)*

Service Provided:

- Check/repair electrical components for proper operation
- Check/repair functioning of safety controls
- Adjust burners and pilots
- Calibrate thermostats
- Check/repair mechanical components for proper operational and lubricate as needed
- Inspect, descale or replace boilers

Acme will provide the service described and repair or replace defective parts as necessary. All parts installed shall be new and carry warranties in compliance with the appliance manufacturer or the part supplier/maker. Any parts shall be authorized by Customer prior to installation and billed.

Acme Pacific Repairs
INC.
Contractors License #541021
1-800-696-6942

Foodservice Equipment Specialists

Experienced Technicians

Prompt, Courteous Service

Reasonable Rates

Free Estimates on Installations

Large Parts Inventory

Parts & Service for Gas-Electric-Steam:

- DISHWASHERS
- RANGES
- STEAMERS
- FRYERS
- BROILERS
- DISPOSERS
- WARMERS
- OVENS
- MIXERS & SLICERS
- REVOLVING TRAY OVENS

About Acme Pacific Repairs

◆

Acme Pacific Repairs was established in 1988 by a group of individuals with extensive experience of commercial restaurant appliances. We are presently located in Fremont, California and specialize in the repair, servicing and installation of all types of foodservice equipment. Our staff of highly trained technicians provide services for some of the finest and most well known restaurants, hotels, institutions and corporate cafeterias in the entire San Francisco Bay Area.

Our fully equipped service vehicles can respond quickly to your equipment repair needs, whether it be electric, gas or steam heated. We maintain an extensive inventory of repair parts available for immediate delivery.

We offer Service Contracts, Time and Material Service, Installation Service, and Factory Authorized Warranty Service on many brands.

◆

Acme Pacific Repairs
INC.
1347 Fulton Place ◆ Fremont, CA 94539
Tel. (510) 252-2070 ◆ Fax (510) 656-1753

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: Denisse, Mendez, Director of Child Nutrition Services

RE: Contract Approval-East Bay Refrigeration, Inc.

Date: July 12, 2022

Summary:
The Child Nutrition Services Program (CNS) would like to establish a Preventative Maintenance Program for all refrigeration and freezer equipment located at all school sites. East Bay Refrigeration Inc. provides competitive and comprehensive services to support the maintenance of all units that includes but not limited to service cleaning condenser, motors, checking hinges and door gaskets, and resetting defrost time clocks as needed. Maintainance will be provided district-wide four times during the fiscal year on all units.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with East Bay Refrigeration, Inc. in the amount of $7,260.00 for the 2022-2023 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Child Nutrition Services Department (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Denisse B. Mendez, Director

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

   Name of Individual/Company: East Bay Refrigeration, Inc.

   Address: 23970 Clawiter Road City: Hayward State: CA Zip: 94545

   Phone: (510) 940-8917 Email Address: ebr9912@gmail.com

   SSN: _____ or Fed I.D. #: 46-2466291

   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:

   East Bay Refrigeration, Inc., to provide preventive maintenance service on all refrigeration equipment located at all schools in Alum Rock Union Elementary School District. Will consist of cleaning condensers, oiling, motors, checking hinges and door gaskets, and resetting defrost time clocks as needed. Checking elec. components, freon levels, + others.

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

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

   _____ b. **Other:** $ 7,260.00 (describe rate agreement) Preventive maintenance services for 4 times per year.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
130-5310	0-5650-00-	0000-3700-000000	4380-3700	7,260.00		

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

East Bay Refrigeration, Inc.
25149 Pleasant Way
Hayward, CA 94545
Tel: (510) 967-9912
CSLB License # 850485
Insured •Bonded

April 11, 2022

RE: Preventive Maintenance Proposal for all Intermediate and Elementary Schools in the Alum Rock Union Elementary School District

Dear Customer,

East Bay Refrigeration proposes to provide preventive maintenance service on all refrigeration equipment located at the Intermediate and Elementary Schools in the Alum Rock Union Elementary School District. The scope of work will consist of cleaning the condensers, oiling motors, checking hinges and door gaskets, and resetting defrost time clocks as needed. Checking electrical components, freon levels, and microprocessors. No water filters or parts are included in this price. East Bay Refrigeration will provide a list of problems diagnosed for each unit, if any, and recommend the repair to be made at an additional cost.

We will service the equipment every four (4) months. The amount should not exceed the following prices for each location.

$275
Aptitude Academy, Donald Myer Elementary, Linda Vista Elementary, AJ Dorsa Elementary and Russo STEAM Academy.

$350
Ocala STEAM Academy, Adelante Dual Language Academy, Horace Cureton Elementary, Lyndale Elementary, Adelante II Academy, Cesar Chavez Elementary, Learning in Urban Community with high Achievement, Millard McCollam Elementary, Sylvia Cassell Elementary, and San Antonio Elementary.

$475
Hubbard Media Arts Academy, Ryan STEAM Academy and Ben Painter Elementary/William Sheppard Middle School.

$640
Renaissance Academy at Fisher, Joseph George Middle School, and Renaissance Academy at Mathson.

Cleaning material will be an addition, should not exceed $75.00 for each location. Ice machine cleaning are not included in this proposal. This price does not include service calls and/or repairs, as needed. Our hours of operation are 7am to 4pm Monday through Friday.

Limited Warranty: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. East Bay Refrigeration, Inc. makes no other warranties, expressed, or implied. Its agents or technicians are not authorized to make any such warrantied on behalf of East Bay Refrigeration, Inc.

East Bay Refrigeration, Inc.
25149 Pleasant Way
Hayward, CA 94545
Tel: (510) 967-9912
CSLB License # 850485
Insured • Bonded

Thank you for giving East Bay Refrigeration the opportunity to provide Alum Rock Union Elementary School District with superior service and sensible solutions. Should you have any questions, please do not hesitate to contact me at (510) 967-9912.

Sincerely,

Mike Fiandor
Mike Fiandor
East Bay Refrigeration

Denisse Mendez @ — Customer Signature
7-12-2022 — Date
Denisse Mendez, CNS Director — Print Name
CNS Director — Title

If accepted, please sign and email ebr9912@gmail.com. Valid for 30 days from 4/11/22.

Limited Warranty: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. East Bay Refrigeration, Inc. makes no other warranties, expressed, or implied. Its agents or technicians are not authorized to make any such warrantied on behalf of East Bay Refrigeration, Inc.

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: Denisse, Mendez, Director of Child Nutrition Services

RE: Contract Approval-East Bay Refrigeration, Inc.

Date: July 12, 2022

Summary:
The Child Nutrition Services Department (CNS) requires services to repair kitchen refrigeration and freezer equipment to support meal services. The service will be provided district-wide on an as-needed basis. It is necessary for the District to maintain a contract with a reliable company that has been responsive, reasonable, and capable of providing repair services within 24 hours.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with East Bay Refrigeration, Inc. in the amount of $55,000.00 for the 2022-2023 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Child Nutrition Services Department (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Denisse B. Mendez, Director

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

   Name of Individual/Company: East Bay Refrigeration, Inc.

   Address: 23970 Clawiter Road City: Hayward State: CA Zip: 94545

   Phone: (510) 940-8917 Email Address: ebr9912@gmail.com

   SSN: _____ or Fed I.D. #: 46-2466291

   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:

   East Bay Refrigeration, Inc. is to provide repairs and services to all refrigeration and freezer equipment to all kitchens/cafeterias. Remove/repair/replace parts and/or equipment when needed. With superior services and sensible solutions.

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

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

   _____ b. **Other:** $ 125.00/hr. reg. (describe rate agreement) $40 truck charge 1X per new call

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
130-5310	0-5660-00--	0000-3700-000002	480-3700	$55,000.00		

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

East Bay Refrigeration, Inc.
25149 Pleasant Way
Hayward, CA 94545
Tel: (510) 967-9912
CSLB License # 850485
Insured •Bonded

July 6, 2022

RE: Alum Rock Union Elementary School District

Dear Customer,

East Bay Refrigeration proposes to provide service repairs to Alum Rock Union Elementary School District.

Labor	$125.00
Truck	$40.00

Thank you for giving East Bay Refrigeration the opportunity to provide Alum Rock Union Elementary School District with superior service and sensible solutions. Our hours of operation are 7am to 4pm Monday through Friday. Should you have any questions, please do not hesitate to contact me at (510) 967-9912.

Sincerely,

Mike Fiandor
Mike Fiandor
East Bay Refrigeration

Denisse Mendez@ — Customer Signature
7-12-2022 — Date
Denisse Mendez — Print Name
CNS Director — Title

If accepted, please sign and email ebr9912@gmail.com. Valid for 30 days from 7/6/22.

Limited Warranty: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. East Bay Refrigeration, Inc. makes no other warranties, expressed, or implied. Its agents or technicians are not authorized to make any such warrantied on behalf of East Bay Refrigeration, Inc.

East Bay Refrigeration, Inc.
25149 Pleasant Way
Hayward, CA 94545
Tel: (510) 967-9912
CSLB License # 850485
Insured • Bonded

April 11, 2022

RE: Preventive Maintenance Proposal for all Intermediate and Elementary Schools in the Alum Rock Union Elementary School District

Dear Customer,

East Bay Refrigeration proposes to provide preventive maintenance service on all refrigeration equipment located at the Intermediate and Elementary Schools in the Alum Rock Union Elementary School District. The scope of work will consist of cleaning the condensers, oiling motors, checking hinges and door gaskets, and resetting defrost time clocks as needed. Checking electrical components, freon levels, and microprocessors. No water filters or parts are included in this price. East Bay Refrigeration will provide a list of problems diagnosed for each unit, if any, and recommend the repair to be made at an additional cost.

We will service the equipment every four (4) months. The amount should not exceed the following prices for each location.

$275
Aptitude Academy, Donald Myer Elementary, Linda Vista Elementary, AJ Dorsa Elementary and Russo STEAM Academy.

$350
Ocala STEAM Academy, Adelante Dual Language Academy, Horace Cureton Elementary, Lyndale Elementary, Adelante II Academy, Cesar Chavez Elementary, Learning in Urban Community with high Achievement, Millard McCollam Elementary, Sylvia Cassell Elementary, and San Antonio Elementary.

$475
Hubbard Media Arts Academy, Ryan STEAM Academy and Ben Painter Elementary/William Sheppard Middle School.

$640
Renaissance Academy at Fisher, Joseph George Middle School, and Renaissance Academy at Mathson.

Cleaning material will be an addition, should not exceed $75.00 for each location. Ice machine cleaning are not included in this proposal. This price does not include service calls and/or repairs, as needed. Our hours of operation are 7am to 4pm Monday through Friday.

Limited Warranty: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. East Bay Refrigeration, Inc. makes no other warranties, expressed, or implied. Its agents or technicians are not authorized to make any such warrantied on behalf of East Bay Refrigeration, Inc.

East Bay Refrigeration, Inc.
25149 Pleasant Way
Hayward, CA 94545
Tel: (510) 967-9912
CSLB License # 850485
Insured • Bonded

Thank you for giving East Bay Refrigeration the opportunity to provide Alum Rock Union Elementary School District with superior service and sensible solutions. Should you have any questions, please do not hesitate to contact me at (510) 967-9912.

Sincerely,

Mike Fiandor
Mike Fiandor
East Bay Refrigeration

Denisse Mendez @ — Customer Signature
7-12-2022 — Date
Denisse Mendez — Print Name
CNS Director — Title

If accepted, please sign and email ebr9912@gmail.com. Valid for 30 days from 4/11/22.

Limited Warranty: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. East Bay Refrigeration, Inc. makes no other warranties, expressed, or implied. Its agents or technicians are not authorized to make any such warrantied on behalf of East Bay Refrigeration, Inc.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo Form

To: Hilaria Bauer, Ph.D., Superintendent

From: Brett Littrell, Chief Technology Officer

Re: E3 Systems installation of Vape Detectors

Date: July 11, 2022

Description of services being provided:

The district applied for and was awarded a grant for the purchase and installation of Vape Detection devices. This is the first installation of such devices and all costs have been approved to be reimbursed by the awarded grant.

E3 Systems has bid on the installation of 93 Vape detection devices at every school that hosts grades 6 and up.
The resultant bid is $44,957.09
The closest alternate bid was $61,965.54

Recommendation:

Staff recommends that the Board of Trustees approve the contract with E3 Systems to deliver the service of installation of Vape detection devices at the sites specified above.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Information Technology SVCS Department (School/Dept.) VENDOR NO. 021125

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: E-3 Systems

   Address: 1220 Whipple Road City: Union City State: CA Zip: 94587

   Phone: (510) 487-7393 Email Address: albertg@e3systems.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 25, 2022 end date August 25, 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:

   E-3 Systems will provide and install a quantity of (91) riser rated category 6 cables for Halo Vape sensor for the boys' and girls' restroom throughout multiple school sites.

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

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

   X b. **Other:** $44,957.09 (describe rate agreement) Per E-3 Systems pg. 1 - 6

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	9010	0	5815	00	1110	1000	000000	460	2855	$44,957.09	CR 7/7/22
											DO 7/7/22

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-3 Systems Inc. CALIFORNIA CONTRACTOR'S LICENSE # 817948

Date: 6-22-2022
Quote #: 2G0145
To: Brett Littrell
Company: Alum Rock USD

E-3 Systems is pleased to provide this quote for your referenced upcoming project.

Project Description: Halo Vape censor installation for multiple School sites

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1. E-3 Systems will provide and install a quantity of (91) riser rated category 6 cables for Halo Vape sensor for the boys' and girls' restrooms throughout multiple school sites.
2. All cable will be terminated on existing patch panels.
3. E-3 Systems will provide the labor to install a quantity of (91) customer provided Halo sensors throughout multiple school sites.

❖ Exclusions:

a. Portable restrooms at Fischer Middle school ,the restrooms low voltage pathway doesn't exist, trenching or arial would be needed pending on district direction.

Proposed amount

Total Material:	$8,399.63
Tax:	$787.46
Total Labor:	$35,770.00
Total Sell:	$44,957.09

A. Pricing assumes work with free and clear access.

1220 WHIPPLE ROAD • UNION CITY, CALIFORNIA 94587-2026
• TEL: (510) 487-7393 • FAX: (510) 487-7794
daveg@e3systems.com

B. This pricing is valid for 60 days.

C. Information in this quote is confidential, and proprietary, and cannot be shared with others without written permission from E-3 Systems.

D. This quotation is based on California Prevailing Wages.

E. This quotation is based on work being performed during normal working hours. Normal working hours are from 6:00 AM to 6:00 PM, Monday through Friday excluding **E-3 SYSTEMS'** holidays.

F. Costs for additions and changes after initial cabling begins will be based on material cost plus actual labor (Time and Material).

G. E3 Systems provides a one-year warranty of the work described in the SOW, In the event of a return trip for repairs for work not done by E-3 Systems will have a minimum of 4-hour return trip charge.

H. Net 30 days from the date of the invoice, unless otherwise stated.

Project Management

At E-3 Systems every project has a Project Manager no matter what the size. This ensures that our customers have a single point of contact, we meet our commitments and our quality standards are met. Excellent communication and customer satisfaction are our goal.

Start/Completion Date

E-3 will work to best meet our customer's needs. E-3 Systems reserves the right to adjust start and completion dates due to changes to scopes of work, issues that are beyond our control and in the event of acts of nature.

Testing and Certification Procedures

E-3 installs, terminates, and tests all new cabling based on standards and practices set forth by Telecommunications Industry Association (TIA). Testing is done with the best and most current testers available. E-3 Systems' obligation is not complete until all new installed cabling is tested and certified with a "pass" result. Upon request soft and/or hard copies of all test results are available.

Prevailing Wage

When applicable, E-3 Systems will meet State of California Prevailing Wage requirements.

Employee Background Check

All E-3 Systems' employees are subjected to and must pass a drug screening test and background check prior to employment. E-3 Systems will supply a list of any subcontractors being considered prior to commencement of any work by subcontractor. All subcontractors used by E-3 Systems must also have a drug screening test and background check of its employees to qualify as an E-3 Systems subcontractor.

Clean Up/Maintenance

E-3 will clean premises daily and will remove debris as necessary so that property is maintained in a safe and orderly manner. At scope of work completion, E-3 Systems will remove all our debris and equipment so that property is left in a finished condition.

Licenses

E-3 Systems is licensed by the California Contractor State License Board in the following categories: License 817948 - Class A (Engineering) Class C-10 (Electrical), Class C-7 (Low Voltage)

Building Standards

E-3 Systems will properly support and secure all new cabling and equipment as required by State of California. E-3 Systems will use existing and/or install new means of support to properly secure cabling and equipment as E-3 Systems deems necessary to meet the current State of California Building Standards Code. E-3 Systems will use appropriate method of supporting and securing cable depending on the environment which will include but not limited to the following methods: J-Hooks, zip ties, Velcro, staples, clamps, fastened stringers, concrete and/or wood fasteners, straps or other industry approved methods. E-3 Systems will install adequate service loops where appropriate to allow for potential repair and splicing of cables. For more information about California Building Standards Code, visit www.bsc.ca.gov/Home/Current2013Codes.aspx.

E-3 Systems Inc CALIFORNIA CONTRACTOR'S LICENSE # 817948

Insurance

E-3 maintains standard General Liability, Workman's Compensation, and Vehicle insurance. When requested, E-3 Systems will email documentation for proof of insurance within 5-days of quotation acceptance. No other additional insurance or bond is included in this quotation. If requested, E-3 Systems can provide an estimate to secure other required insurance and/or bonding coverages necessary to complete E-3 Systems scope of work.

Thank you for the opportunity to price this project, and please do not hesitate to call me with any questions or concerns.

Regards,

Dave Gupton
510-750-5147
Project Manager
E-3 Systems

ACCEPTANCE:

Customer Name:
Customer Title
Date
Signature _____

6/15/2022

ALUM ROCK USD HALO SENSOR COUNT

Arbuckle Elementary	Bath	Sensors	Notes
B Wing	2	4	
C Wing	2	4	
Total	4	8	

Fischer Middle School	Bath	Sensors	
A Wing	1	2	
C31 Wing	2	4	
D Wing	2	4	
Portables	2	2	No pathway, will require aerial or trench
C55 Wing	?	?	
Total	7	12	

George Middle School	Bath	Sensors
Multipurpose	2	2
B Wing	2	4
D Wing	1	2
E Wing	1	2
Portables	2	2
Total	8	12

Goss Elemenary	Bath	Sensors	
A Wing	2	5	1 Bath has 2 sensors / 1 Bath has 3 sensors
B Wing	2	5	1 Bath has 2 sensors / 1 Bath has 3 sensors
D Wing	2	5	1 Bath has 2 sensors / 1 Bath has 3 sensors
Total	6	15	

Hubbard Elementary	Bath	Sensors
A Wing	2	4
D Wing	2	4
Portables H	4	4
Total	8	12

Mathson Middle School	Bath	Sensors
E/D Wing	2	6
F/G Wing	2	6
Total	4	12

Ocala Middle School	Bath	Sensors
B Wing	1	2
E Wing	1	2
F Wing	2	4
Total	4	8

Rogers Elementary	Bath	Sensors
40's Wing	2	6
20's Wing	2	4
Total	4	10

Sheppard Middle School	Bath	Sensors
E Wing	2	4
Total	2	4

	Bath	Sensors
Totals	**47**	**93**

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation & Transportation

Re: Contract Approval-Axiom Communications Systems, 2022-2023

Date: June 23, 2022

Summary:
It is necessary for the District to maintain a contract with an experienced and reliable company that can provide fire alarm inspection and maintenance services district-wide.

The District reached out to multiple contractors for proposals and based on pricing, experience and responsiveness, the District is recommending to contract with Axiom Communications Systems.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Axiom Communications Systems in the amount of $65,000 for the 2022-2023 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: **Axiom Communications Systems**

VENDOR NO: 300480

ADDRESS: **915 Boulder Drive, San Jose, CA 95132**

FAX NUMBER:

TELEPHONE NUMBER: **(408) 872-2445**

TAX ID NUMBER: _____

E-Mail: allan@axiomalarms.com

BOARD APPROVAL DATE: July 21, 2022

CONTRACT TERM: From July 22, 2022 – June 30, 2023

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: **Provide service and repair on all fire alarm, security, and PA intercoms. Also inspect, test, maintain and certify fire alarm systems. Emergency response service is provided 24 hours a day, 7 days a week.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit, and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$65,000.00

Program Manager/Principal _____ **Date:** 6/23/22

Superintendent _____ **Date:** _____

Fiscal Approval Maria Nieto **Date:** 6/23/2022
Accountant

Director of Fiscal Services _____ **Date:** 6/28/22

Asst Supt, Bus Services _____ **Date:** 6/28/2

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**: $65,000.00 (NTE) **FY:** 2022 – 2023

Axiom Communication Systems
915 Boulder drive
San Jose, CA. 95132
408-872-2445

Date : 06/10/22

Axiom
Communications Systems

allan@axiomalarms.com contractor Lic. C10 1077571

Customer : Alum Rock Union Elementary School District

Scope of work 06/10/22

Fire Alarm ,Intercom Pa and Security systems , Monitoring & low voltage systems
Electrical , lighting fire alarm sprinkler and kitchen hood

Axiom will service and repair all fire alarm ,security , surveillance equipment any more.
We also Inspect, Test, Maintain, and Certify the fire alarm systems detailed ›.Axiom will satisfy requirements of NFPA 72, Chapter 10, conform to the equipment manufacturer's recommendations, and verify operation of the fire alarm systems. Inspection A visual inspection of every device in the "List of Equipment" will be performed to ensure that no facility changes have occurred which could affect equipment or system performance based on the original design. Testing Every device and control function shown in the "List of Equipment" will be physically activated to ensure its functionality as designed and installed. Testing takes into consideration the AHJ (Authority Having Jurisdiction) requirements, local ambient conditions and the manufacturer's recommendations. Contractor will follow NFPA 72 recommended test methods and frequencies as a minimum guideline for system testing. System configuration is verified during quarterly inspections and compared to existing records. Complete documentation of testing and a report of any deficiencies will be presented for review before the Technician leaves the facility. Audible Testing will be conducted during off or non-operational hours and the schedule will be pre-approved by the(OWNER LOCATION). Preventative Maintenance System components will be cleaned, recalibrate and retested if necessary to ensure continued performance and reduce the risk of component or system failure. During scheduled visits, minor repairs will be made, such as replacement of faulty detectors or damaged devices. Smoke Detector Sensitivity Testing Smoke Detector Sensitivity testing will be performed in accordance with NFPA 72 using the manufacturer's recommended test methods and a UL approved testing device. Contractor will provide the necessary documentation to satisfy the AHJ. Arclite will provide an analysis of the report along with recommendations for detectors that require cleaning or replacement. Corrective Maintenance Necessary repairs for deficient or inoperable devices such as those found during the course of system testing, inspection or preventative maintenance, or have failed during operation will be provided. Only original replacement components manufactured by the original equipment manufacturer or other compatible components are used in order to preserve Underwriters Laboratories (U.L.) Listings and meet NFPA requirements. Emergency Service Emergency service response between scheduled tests

will be available 24 hours a day / 7 days a week to minimize system downtime. Emergencies will be determined by Owner and Subcontractor. On-Site Response will be provided via a telephone response within 30 minutes and Service Technicians will be onsite within four (4) hours. Non-emergency calls, as determined by facility's staff, will be handled the next business day. On Site Staffing Trained and certified personnel for on-site system support will be provided. As part of the services, any additional training will be provided while technicians are on site. List of Equipment Annual Testing Frequencies

We offer $125.00 per hour(minimum 2 hours) for regular hours(8:00 am to 4:00 pm) Monday through Friday except holidays.
Overtime rate time and half ($185.50)(min 3 hours) from 4:00 pm to midnight and Saturday 8:00 am to 4:00 pm.
Double time rate($ 250) is after midnight to 8:00 am M-F Saturday after 4:00 pm and all Sunday.

Sincerely: Allan Salehi A Salehi 06/10/22
Service manager
Axiom Communications Systems

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, Operations, and Transportation

Re: Contract Approval - Bay Alarm Company, 2022-2023

Date: July 7, 2022

Summary:
Bay Alarm Company will provide installation services and miscellaneous repairs not covered under the service agreement.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Bay Alarm Company in the amount of $15,000.00 for the 2022-2023 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: MOT-Operations (School/Dept.) VENDOR NO. 21721

Submitted by: Ed Villarreal, Director

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

   Name of Individual/Company: Bay Alarm Company

   Address: 5130 Commercial Circle City: Concord State: CA Zip: 94520

   Phone: (800) 610-1000 Email Address: Andrew.Cook@bayalarm.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 22, 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:

   Provide installation services and miscellaneous repairs not covered under the routine service agreement.

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:** $15,000.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS OFC Initials
010	0000	0	5870	00	0000	8100	000000	450	8140	$15,000.00	MO
										TD 7/8/22	7/8/22

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

DocuSign Envelope ID: 54B739FC-9A59-43AC-AB3E-F2B3973132F9

Exhibit B

July 2022

ARUESD

2930 Gay Avenue

San Jose, CA. 95127

RE: One-Time Charger

I would like to thank you for the opportunity to submit this agreement for your review and approval. Please allow me a brief moment to acquaint you with Bay Alarm Company and our business philosophy.

In the past seven decades, Bay Alarm has grown to become the nation's largest independently owned alarm company. How did we do it? We have a motto the "Bay Way." The Bay Way is about doing right by our customers, and treating our fellow Bay Alarm staff members with the utmost respect. We pride ourselves on timely service, quality workmanship, and customer support that goes beyond expectations.
With Bay Alarm, you'll get a security provider that understands your needs and constantly works to ensure you remain secure.
Currently the largest privately held Alarm Company in the nation with a customer base of over 155,000 we employ over 1,100 security professionals. We operate our own UL listed; FM approved monitoring station located locally within California. With fourteen full-service branch locations throughout California, we are strategically located to provide the maximum in efficiency for service to all of our customers and this also allows us to offer and provide 24-hour maintenance service, 365 days a year.

Bay Alarm Company is a leader in our industry and we are proud to be affiliated with the following associations and agencies:

- California Alarm Association
- Central Station Alarm Association
- Security Network of America
- National Burglar and Fire Alarm Association
- National Systems Contractor's Association
- California Automatic Fire Alarm
- National Fire Protection Association (NFPA)
- Better Business Bureau
- Underwriters' Laboratories Listed

Scope of work:
Bay Alarm will provide services at its then-prevailing rates (current service rates are $125 for the initial 30 minutes of labor and $95 each additional 30 minutes of labor) and materials on a cost basis. Service includes providing repair and maintenance services for the alarm systems and equipment not covered under a full-service plan. Examples of services provided under this agreement are: alarm control panel repair or replacement, door contact repair or replacement, motion sensors repair or replacement, battery replacement, and other repairs as needed.

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, Manager of Maintenance, Operation & Transportation

Re: Contract Approval- Blossom Hill Glass & Mirror, 2022-2023

Date: July 1, 2022

Summary:
Due to frequent vandalism resulting in broken windows, it is necessary for the District to sustain a contract with a company that is adept at providing emergency glass repairs and replacements district-wide on an as needed basis.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Blossom Hill Glass & Mirror in the amount of $60,000.00 for the 2022 – 2023 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: **Blossom Hill Glass & Mirror**

VENDOR NO: 23102

ADDRESS: 370 Piercy Road, San Jose, CA 95138

FAX NUMBER: 408-629-9002

TELEPHONE NUMBER: (408) 629-7500

TAX ID NUMBER: 61-1438128

E-Mail: samantha@bhglass.net

BOARD APPROVAL DATE: July 21, 2022

CONTRACT TERM: From **July 22, 2022 – June 30, 2023**

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: **Provide emergency glass repair and replacement due to vandalism district wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
010	0000	0	5815	00	0000	8100	000000	450	5350	$60,000.00

Program Manager/Principal _____ **Date:** 7/1/22

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 7/5/22
Accountant

Director of Fiscal Services _____ **Date:** 7/5/22

Asst Supt, Bus Services _____ **Date:** 7/5/22

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other**: **$ 60,000.00 (NTE)** FY: **2022 - 2023**

Blossom Hill GLASS
370 Piercy Road
San Jose, CA 95138

June 30, 2022

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

To Whom it may Concern:

Blossom Hill Glass provides the following services.....

1. New Retro fit windows and patio doors
2. Glass replacement single pane and double pane
3. Putty Windows
4. Plate Glass Replacement
5. Tempered Glass Replacement
6. Lami Safety Glass Replacement
7. Dark Glass Replacement

Please note that price is as follow $495.00 per window.

Sincerely,

Samantha Sproul
Office Manager
Blossom Hill Glass

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 - Bosco Construction Services, Inc., 2022-2023

Date: July 8, 2022

Summary:
It is necessary for the District to maintain a contract with a company that can provide small-scale constructions, repairs, paintings, and installations for facilities district-wide on an as-needed basis. Based on the pricing, experience, and responsiveness, the District is recommending to contract with Bosco Construction Services.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Bosco Construction Services in the amount of $85,000.00 for the 2022-2023 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: **Bosco Construction Services, Inc.**

VENDOR NO: 22784

ADDRESS: **1177 North 15th Street, San Jose, CA 95112**

FAX NUMBER:

TELEPHONE NUMBER: **(408) 642-8310**

TAX ID NUMBER: **27-3048630**

E-Mail: pc@boscoco.com; pm@boscoco.com

BOARD APPROVAL DATE: July 21, 2022

CONTRACT TERM: From July 22, 2022 – June 30, 2023

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: **Provide small-scale constructions, repairs, paintings, and installations for facilities district-wide on an as-needed basis.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$85,000.00

Program Manager/Principal _____ **Date:** 7/8/22

Superintendent _____ **Date:** 7/12/22

Fiscal Approval _____ **Date:** 7/12/22
Accountant

Director of Fiscal Services _____ **Date:** _____

Asst Supt, Bus Services _____ **Date:** 7/12/22

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** **$85,000.00 (NTE)** FY: **2022 – 2023**

Services Bosco Offers:

Text

- **Painting**
- **Emergency Water-Fire-Mold Mitigation**
- **Asphalt & Concrete repair**
- **Reconstruction/Remodel**
- **Flooring**
- **Emergency plumbing and general plumbing**
- **Fencing**
- **Site Demo and/or Cleanup**
- **Metal Fabrication/Welding**

NOTE: T&M pricing

Time/Labor: Labor is quoted for each individual job.
*****Rate is Prevail Wage and is different for each category, it changes 2 to 3 times each year.****

Material is COST plus 20%

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 - General Tree Service, 2022-2023

Date: July 6, 2022

Summary:
Due to unanticipated tree damages, it is necessary for the District to retain a contract with a company that is qualified and dependable to provide emergency tree trimming and removal on an as-needed basis district-wide.

The District had reached out to various companies and based on pricing, experience and reliability, staff is recommending to contract with General Tree Service.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with General Tree Service in the amount of $84,000.00 for fiscal year 2022-2023.

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: General Tree Service

VENDOR NO: 300360

ADDRESS: 1358 Hacienda Court, Campbell, CA 95008

FAX NUMBER: _____

TELEPHONE NUMBER (408) 489-5671

TAX ID NUMBER: _____

E-Mail: jesse.fernandez19@yahoo.com

BOARD APPROVAL DATE: July 14, 2022

CONTRACT TERM: From July 15, 2022 – June 30, 2023

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: **Provide emergency tree trimming and removal on an as needed basis district-wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$84,000.00

Program Manager/Principal _____ **Date:** 7/6/22

Superintendent _____ **Date:** _____

Fiscal Approval Marion Nevot **Date:** 7/8/22
Accountant

Director of Fiscal Services L Rellis for Efrain Robles **Date:** 7/8/22

Asst Supt, Bus Services _____ **Date:** 7/8/22

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $84,000.00 (NTE) FY 2022-2023

GENERAL TREE SERVICE
1358 HACIENDA COURT
CAMPBELL, CA, 95008
(408) 489-5671

July 6, 2022

General Tree Service will provide the services of tree trimming, with removal and stump grinding. We remove fallen or broken trees, risk assessment, and emergency services for after hour fallen trees.
The cost is $450 an hour for trimming and removal for a 3 man crew.
The stump grinding cost is $3.25 per inch of stump to be removed.

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation & Transportation

Re: Contract Approval- Harry L. Murphy, Inc., 2022-2023

Date: June 23, 2022

Summary:
It is necessary for the District to maintain a contract with a flooring company that can repair and/ or replace flooring as needed at various sites district-wide. Harry L. Murphy, Inc., has been a very responsible and responsive company.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Harry L. Murphy, Inc., in the amount of $85,000.00 for the 2022 – 2023 fiscal year.

DocuSign Envelope ID: BA01FDCD-0852-4754-9D75-3C470D1D3482

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **Harry L. Murphy, Inc.**

VENDOR NO: 12641

ADDRESS: 42 Bonaventura Drive, San Jose, CA 95134

FAX NUMBER: (408) 955-1111

TELEPHONE NUMBER: (408) 955-1100

TAX ID NUMBER:

E-Mail: _____

BOARD APPROVAL DATE: July 21, 2022

CONTRACT TERM: From July 22, 2022 – June 30, 2023

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: **Provide services that include repair and/or replacement of flooring as needed district-wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$85.000.00

Program Manager/Principal _____ **Date:** 6/23/22

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 6/23/22
Accountant

Director of Fiscal Services _____ **Date:** 6/28/22

Asst Supt, Bus Services _____ **Date:** 6/28/22

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $85,000.00 (NTE) FY: 2022-2023

DocuSign Envelope ID: BA01FDCD-0852-4754-9D75-3C470D1D3482

HLM INC.
HARRY L. MURPHY INC.
COMMERCIAL FLOOR COVERINGS
EST. 1947

CONTRACTORS LICENSE # C-15 145985
NEW DIR # 1000004204 Exp. 6/30/2023

DATE	SALESPERSON
6/16/2022	Steven Stacy

Work Request

CUSTOMER		PROJECT	
Company:	Alum Rock Union School District	**Project Name:**	ARUSD Office
Address:	2930 Gay Ave, San Jose, CA 95127	**Address:**	2930 Gay Ave, San Jose, CA 95127
Attn:	Arturo Vasquez	**Project Contact:**	Arturo Vasquez
Phone #	669-263-3476	**Phone Number:**	669-263-3476
Email:	arturo.vasquez@arusd.org		

UNION SHOP * BONDABLE PRICES * PRICE GOOD FOR 60 DAYS * APPRENTICESHIP TRAINING

SCOPE OF WORK

For the removal of existing flooring, and furnishing/installing new carpet, vct, lvt and 6" rubber base.

SECTIONS: ADDENDA:

Item	Amounts	Description	Break Down (If Required)
		Labor Rates Regular Time- $160.00/hr Time and 1/2- $204/hr Double Time- $256/hr	
Please call or email with any questions or concerns!		BASE PRICE	$ 85,000.00

Inclusions: Minimal prep (light sweeping, fill hairline cracks), install weekday hours (M-F 5:00am - 5:00pm).

Exclusions: Overtime/premium hours; demo of existing flooring; excessive prep work (floating, leveling, grinding, etc.); concrete vapor control, final sealing, waxing, protection and cleaning, and any phasing of the project outside that specified in the contract documents.

NOTE:

Concrete moisture testing is not included in this price. Costs for Relative Humidity and/or Calcium Chloride Tests are charged at $100 per test. Neither relative humidity nor calcium chloride test will not predict any future occurrence of moisture activity in the concrete, but will only give you a picture of the moisture content at the time of the test. Harry L. Murphy, Inc. is not responsible for any failures due to moisture.

Authorization of the proposal:

When the Owner/Owners Representative signs this proposal it will be treated as a binding contract. Only after Harry L. Murphy, Inc. receives a copy of this signed document will the process of submittals and ordering of material proceed. By signing this proposal, the owner/owners representative agrees to invoice terms of NET 30 DAYS.

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation, and Transportation

Re: Contract Approval- Jet Mulch, Inc., 2022-2023

Date: June 28, 2022

Summary:
The District has a frequent need to refill play structures' ground coverings district-wide with wood fiber for the safety of children when using playgrounds. Jet Mulch, Inc. has demonstrated that it is responsive, responsible and cost effective to serve our District's needs.

The District had reached out to various companies and based on pricing, experience and reliability, staff is recommending to contract with Jet Mulch, Inc.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Jet Mulch, Inc., in the amount of $84,000.00 for Fiscal Year 2022-2023.

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: **Jet Mulch, Inc.**

VENDOR NO: **15755**

ADDRESS: **P. O. Box 1667, Capitola, CA 95010**

FAX NUMBER: _____

TELEPHONE NUMBER: **1-866-306-8524**

E-Mail: info@jetmulch.com; ariana@jetmulch.com

TAX ID NUMBER:

BOARD APPROVAL DATE: **July 21, 2022**

CONTRACT TERM: From: **July 22, 2022 – June 30, 2023**

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: **Provide pneumatic delivery and installation of mulches, include installing engineer wood fiber in each of schools play boxes as needed district-wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$84,000.00

Program Manager/Principal: _____ **Date:** 6/28/22

Superintendent: _____ **Date:** _____

Fiscal Approval: _____ **Date:** 6/28/22
Accountant

Director of Fiscal Services _____ **Date:** 6/29/22

Asst Supt, Bus Services _____ **Date:** 6/28/22

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $ _____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. Other: **$84,000.00 (NTE)** FY: **2022 – 2023**

License #C27-800650
DGS SBE #4245
DIR #1000006584

Scope of work

Jetmulch, Inc. provides pneumatic delivery & installation of Mulches.
We will be installing Engineer wood fiber in each of your playboxes.

How it works: We blow material from our blower trucks spraying every corner beautifully.

Your order: Material- Engineer wood fiber
District: Alum Rock Union School District
Location: AS PER ALUM ROCK'S DIRECTIONS
SAT/SUN OT RATE: 177.00 PER HOUR
RATE PER YARD: $39.95 Plus Local Sales tax
Fuel Surcharge: 9.75%

Total: N/A

P.O Box 1667, Capitola, CA 95010 *(866)306-8524

WWW.JetMulch.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, and Transportation

Re: Contract Approval – Kern Oil Filter Recycling LLC, 2022-2023

Date: July 5, 2022

Summary:
Kern Oil Filter Recycling LLC will provide annual service for the wash rack, located in the District's corporate yard, which includes the removal of the debris and fluids, replace filters and additional related work. This area is used to wash buses and other District vehicles.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Kern Oil Filter Recycling LLC in the amount of $5,000.00 for the 2022-2023 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: MOT-Maintenance (School/Dept.) VENDOR NO. 020875

Submitted by: Ed Villarreal

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: Kern Oil Filter Recycling LLC

   Address: 2355 Road #192 City: Delano State: CA Zip: 93215

   Phone: (661) 721-8739 Email Address: _____

   SSN: _____ or Fed I.D. #: 46-0727047

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 07/22/2022 end date 06/30/2023

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

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

   Kern Oil Filter Recycling LLC will provide annual service for the wash rack, located in the District's Corporate Yard, which includes the removal of the debris and fluids, replace filters and additional related work. This area is used to wash buses and other District vehicles.

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

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

   X b. **Other:** $5,000.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
050	8150	0	5815	00	0000	8100	000000	450	8130	$5,000.00	LW
										AD 7/8/22	7/8/22

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

KERN OIL FILTER RECYCLING, LLC

2355 Road 192 Delano, CA 93215
Phone: (661)721-8739 Fax: (661)725-0654

Environmental Service Bid

Oily Water	**$1.50/gal**
Truck Time: 2 hours at	**$150.00/HR**
Emergency Call Out Fee	**$125.00**
E-Manifest Fee	**$25.00**

All waste is manifested accordance to Local, State & Federal regulations CFR Title 22

Customer Name: Alum Rock Elementary School District

Address: 2930 Gay Ave, San Jose, CA 95127

EPA # CAL000055406

Authorized by: _____ DATE: 6/27/2022

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation & Transportation

Re: Contract Approval- Khai Heating & Air Conditioning, Inc., 2022-2023

Date: June 23, 2022

Summary:
Khai Heating & Air Conditioning, Inc., is experienced with Allerton controllers and program settings along with HVAC units. They will provide service repair and maintenance of HVAC and Airedale Units at District Facilities.

The District reached out to multiple companies and based on pricing and reliability staff is recommending to contract with Khai Heating & Air Conditioning, Inc.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Khai Heating & Air Conditioning, Inc., in the amount of $88,000 for the fiscal year 2022-2023.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: M.O.T.-Maintenance (School/Dept.) VENDOR NO. 21763

Submitted by: Ed Villarreal

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: Khai Heating & Air Conditioning, Inc.

   Address: 1182 Raposa Drive City: San Jose State: CA Zip: 95121

   Phone: (408) 204-0682 Email Address: _____

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 22, 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:

   Provide Service Repair and Maintenance of HVAC and Airedale Units at District Facilities.

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:** $88,000.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
050	8150	0	5650	00	0000	8100	000000	450	8130	$88,000.00	MO. 6/28/22

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

KHAI HEATING & AIR CONDITIONING
1182 RAPOSA DR SAN JOSE, CA 95121
PHONE (408)2040682
CONTRACTOR LICENSE 994721

Scope of work

Service and repair heating and cooling equipment and the response time is usually the same day or within 24 hours. I am specialized in Airedale heat pumps as well as straight cool units, however, non-Airedale units can also be fixed as well. Experience with Alerton controllers and program settings. I also work with school district HVAC technicians on units that fail more often than others to find the root causes and make recommendations.
Maintain all Airedale units which includes the following:

1 vacuum and wipe unit where possible.
2 clean indoor and outdoor coils if needed.
3 clean indoor and outdoor drain pans wherever accessible.
3 clean bird screen if needed.

This will prevent or minimize the unnessesary break down of a/c
The cost for the service is $110/hour.

Khai Tran

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal – Director of Maintenance, Operation & Transportation

Re: Contract Approval – Imperial Fire and Safety, and First Aid

Date: June 27, 2022

Summary:
The District is required to maintain, repair or replace test, and certify existing fire extinguishers as needed to comply with safety regulations and requirements for all buildings and classrooms district-wide.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Imperial Fire in the amount of $18, 245.00 for FY 2022-2023.

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: **Peter Imperial, dba: Imperial Fire, Safety & First Aid** VENDOR NO: 18739

ADDRESS: 1538 Willard Garden CT., San Jose, CA 95126

FAX NUMBER:

TELEPHONE NUMBER: (408) 406-3091

TAX ID NUMBER

E-Mail: peterimperial@yahoo.com

BOARD APPROVAL DATE: July 21, 2022

CONTRACT TERM: From July 1, 2022 - June 30, 2023

CONTRACTOR'S OBLIGATION: In consideration of the compensation, the Contractor shall provide the following services, materials, products, and /or reports: **Service and replace extinguishers as needed districtwide**

A. One-line description for the Governing Board report: To replace extinguishers as needed district-wide.
B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit, and other pertinent documentation.

BUDGET CODE:

ED	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	$ AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$18,245.00

Program Manager/Principal _____ **Date:** 4/27/22

Supervisor _____ **Date:** 6/28/22

Fiscal Approval _____ **Date:** 6/27/22
Accountant

Director of Fiscal Services _____ **Date:** _____

Asst Supt, Bus Services _____ **Date:** 6/27/2

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

__X__ b. **Flat Rate:** $18,245.00 to be the total payment to the Contractor including travel and/or other expenses.

_____ c. **Other:** $_____

IMPERIAL FIRE, Safety & First Aid
1538 Willard Garden Court, San Jose, CA 95126
(408) 406-3091, e: peterimperial@yahoo.com

NO. 05012022

QUOTE
FIRE EXTINGUISHERS:

SOLD TO: Alum Rock Union Elementary
2930 Gay Ave
San Jose, CAL 95127

SHIP TO: All Schools, District Office
School Buses, Shops

CUSTOMER'S PHONE NO.

ANNUAL ☒ EMERGENCY ☐ | CUSTOMER ORDER NO. | TERMS: NET 30 — 1½% per month, 18% per year on past due accts. | DATE: May 13, 2022

EXTINGUISHERS	2½-G	2½#	2¾#	4#	5#	10#	15#	20#	30#			UNIT PRICE	EXTENSION NON TAX	EXTENSION TAXABLE
CO2 INSPECTION														
~~CO2~~ RECHARGES K TYPE										5	×	$67 =	$335 OK	
~~HALON~~ INSPECTION ABC				896						896	×	$9 =	8,064	
~~WATER~~/PRESS. RECHARGE 5 4 Lb										54	×	4 =	216	
DRY CHEM. DISP. CART.														
DRY CHEM. ~~CART~~. 2½ Lb	27									27	×	10 =	270	
DRY CHEM. PRESS 5 LB ABC				266						266	×	12 =	3,192	
DRY CHEM. PRESS 10 LB ABC					10					10	×	17 =	170	
DRY CHEM. PRESS														
HYDROTEST LOW PRESS SHELLS	15			+ 126 =						141	×	35 =	4,935	
HYDROTEST DRY CHEM./CO2														
DISPOSE OF OLD	15			+ 126 =						141	×	3 =	423	
INSTALL 20										20	×	3 =	60	
TRAVEL - TRIP 20										20	×	29 =	580	

QUAN.	SIZE	LBS.	GAL.	DESCRIPTION	EQUIPMENT		
						$	18,245 OK
				FIRE EXTINGUISHERS,			
				ANNUAL MAINTENANCE			

TAXABLE		
TAX		
NON TAXABLE		
TOTAL $	18,245	OK

Please Pay from this Invoice
Credit Card Payments Accepted

SERVICEMAN: # Peter 406-3091

RECEIVED IN GOOD ORDER AND ACCEPTED
BY X ED VILLARREAL Date 5-13-22

IMPERIAL FIRE, Safety & First Aid
1538 Willard Garden Court

San Jose, CA 95126

408 406-3091

May 13, 2022

SCOPE of Work: Fire Extinguisher Annual Maintenance Certification

Alum Rock Union School District,

1. Perform yearly inspection service
2. Perform internal 6 year service
3. Pressurize/recharge
4. Pressure test cylinders every 12th year
5. Replace old, damage, or missing parts
6. Replace old fire extinguishers
7. Replace signs as required

Job sites: All schools, shops, offices, buses

Peter Imperial, Owner
IMPERIAL FIRE
408 406-3091 text/cell
peterimperial@yahoo.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, Manager of Maintenance, Operation & Transportation

Re: Contract Approval- Precision Communications Systems, Inc., 2022-2023

Date: June 28, 2022

Summary:
The District needs to maintain a contract with an experienced and reliable company that can provide fire alarm inspections and maintenance services district-wide. The District currently has a propriety system which has been in place for many years, thus requiring the District to continue contracting with Precision Communications Systems, Inc.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Precision Communications Systems, Inc., in the amount of $65,000.00 for the 2022 – 2023 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: **Precision Communications Systems, Inc.**

VENDOR NO: **21534**

ADDRESS: **2005 O'Toole Avenue, San Jose, CA 95131**

TELEPHONE NUMBER: **(408) 583-8140**

FAX NUMBER: _____

TAX ID NUMBER: _____

E-Mail: steve@precisioncommsystems.com

BOARD APPROVAL DATE: **July 21, 2022**

CONTRACT TERM: From **July 22, 2022 – June 30, 2023**

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: **Provide fire alarm inspection, and maintenance services as well as installation, testing, central monitoring, clock/PA system, and telephone installation and maintenance district-wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$65,000.00

Program Manager/Principal _____ **Date:** 6/29/22

Superintendent _____ **Date:** _____

Fiscal Approval Maria Newton **Date:** 6/29/22
Accountant

Director of Fiscal Services _____ **Date:** 7/5/22

Asst Supt, Bus Services _____ **Date:** 7/5/22

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $ _____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $65,000.00 (NTE) FY: **2022 - 2023**

Precision Communications
Systems

2005 O'Toole Ave · San Jose, CA 95131 · Ph: (408) 583-8140 · Fax: (408) 583-8123
corporate@precisioncommsystems.com · www.precisioncommsystems.com
C-10 Lic: 916419

June 28, 2022

Steven Doty
2005 O'Toole Ave.
San Jose, CA 95131

Alum Rock Union School District
2930 Gay Ave.
San Jose, CA 95127

To whom it may concern,

Thank you for allowing Precision Communications Systems, Inc. to provide you with the following service:

- Fire Alarm/Security – Maintenance/Service
- Fire Alarm/Security – Design/Engineering/Installation
- Fire Alarm/Security – Testing and Inspection
- Fire Alarm/Security – Central Station Monitoring – "Hardwired" or "wireless"
- Clock/PA/Telephone Data – Maintenance/Service
- Clock/PA/Telephone – Design/Engineering/Installation
- Audio/Video "AV" – Maintenance/Service
- Audio/Video "AV" – Design/Engineering/Installation
- Labor (normal business hours) - $125/hour
- Overtime - $187.50/hour, Sunday - $250/hour

We are confident that you will be satisfied with the services that we can offer.

If you have any questions or concerns, Please feel free to contact me any time.

As your needs change, we will be happy to help you evaluate those needs and offer you the services that will help you achieve your goals. Again, thank you for allowing Precision Communications Systems, Inc. to provide you an option.

Sincerely,

Steven W. Doty
President

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- Pro-Cal Truck & Equipment dba Universal Truck Body & Fabrication, 2022-2023

Date: July 7, 2022

Summary:
Pro-Cal Truck & Equipment dba Universal Truck Body & Fabrication will provide service and repair the bodywork on the buses due to the vehicle involved in an accident. In addition, they also do mechanic work on the tractor, lawn mower, and white fleet.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Pro-Cal Truck & Equipment dba Universal Truck Body & Fabrication in the amount of $60,000.00 for the 2022-2023 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: M.O.T.,Maintenance (School/Dept.) VENDOR NO. _____

Submitted by: Ed Villarreal

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: Pro-Cal Truck & Equipment dba Universal Truck Body & Fabrication

   Address: 290 San Jose Avenue City: San Jose State: CA Zip: 95125

   Phone: (408) 998-5815 Email Address: procal1@sbcglobal.net

   SSN: _____ or Fed I.D. #: 77-0357868

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 22, 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:

   Provide service and repair the bodywork on the buses due to the vehicle involved in an accident. In addition they also do mechanic work on the tractor, lawn mower, and white fleet.

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:** $60,000.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
050	8150	0	5815	00	1111	8100	000000	450	8130	$60,000.00	MN
										YD 7/8/22	7/8/22

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

PRO-CAL TRUCK
&
EQUIPMENT

UNIVERSAL TRUCK
BODY &
FABRICATION

STATEMENT OF WORK

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

The following is a list of services Universal Truck Body & Fabrication and Pro-Cal Truck & Equipment offer:

UNIVERSAL:
BODY & FABRICATION

Hourly Rate: $160
Parts: Cost + 20%

Liftgate (Install & Repair)
Fabrication
Truck body panel repair/replacement
Box repair/replacement
Door repair/replacement
Reefer box repair
Bed repair/replacement

Welding
Overhead damage
Roll Up door repair
Roof repair/replacement
Truck bodywork
Framework repair

PRO-CAL:
MECHANICAL

Hourly Rate: $190
Parts: Cost + 20%

BIT
Oil Services
Engine
Transmission
Suspension
Brakes
Complete Engine Control & Emissions Diagnostics
Hydraulic Systems

Regular Maintenance
Steering System
Air Leaks
Tires & Wheels
Rear End
Electrical
A/C
Clutch

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation & Transportation

Re: Contract Approval - Quick Light Recycling

Date: June 27, 2022

Staff Analysis:
State regulations require the District to dispose of all environmentally hazardous materials properly. Quick Light Recycling has demonstrated to provide the service to comply with these regulations and the District's guidelines.

Recommendation:
Staff recommends that the Board approve the contract with Quick Light Recycling in the amount of $5,000.00. For FY 2022 - 2023

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Maintenance (School/Dept.) VENDOR NO. 20129

Submitted by: Ed Villarreal - Director

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

   Name of Individual/Company: Quick Light Recycling, LLC

   Address: P.O. Box 34 City: Brisbane State: CA Zip: 94005

   Phone: (415) 596-2305 Email Address: pam@quicklightrecycling.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:

   Provide proper disposal containers and removal of hazardous materials such as Non-PCP Ballast, Fluorescent light, Batteries, and Broken glass as needed District-wide.

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

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

   X b. **Other:** $ 5,000.00 (describe rate agreement) FY-2022-2023

5. ***BUDGET CODE:***

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
050	8150	0	5815	00	0000	8100	000000	450	8130	5,000.00	UW
											6/27/22

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

Quick Light Recycling
www.quicklightrecycling.com

170 S. Spruce Ave, SSF, CA 94080
Mailing: P.O. Box 34, Brisbane, CA 94005
pam@quicklightrecycling.com
(415) 596-2305

Alum Rock Elementary School District
2930 Gay Ave
San Jose CA 95127
June 6, 2022

Dear Gloria,

Description of services:
We provide containers which are fully labeled, free of charge, to each school, for the purpose of collecting spent fluorescent and other mercury containing lights, ballasts and batteries.
All of the material is then collected and recycled according to state and federal standards.
The lights are processed through:

Environmental Protection Services of Oregon
P.O. Box 21763
Keizer, Oregon 97307

The ballasts and batteries are processed through:

Zarc Recycling
26 South Linden Avenue
South San Francisco, CA 94080-6408
zarc@zarcnet.com

Cost:
See attached sheet

Duration of job:
2022-2023

Terms and Conditions:
Estimate emailed when order is called in. Once product is counted and weighed, an Invoice will be emailed.

Estimate

Quick Light Recycling, LLC
Brisbane, CA 94005

415-596-2305

Date	Estimate #
7/1/2022	5973

Name / Address	Ship To
Alum Rock Elementary School Distric 2930 Gay Ave San Jose CA 95127	

P.O. No.	Project

Item	Description	Qty	Rate	Total
	COST PER CONTAINER			
WT1	Drum- 4' T8 tubes-410 ea- (or fits 800 T5s for $360)	1	197.00	197.00
WT2a**	10x10' Box for 5'-8' tubes (holds 88 T8 or 46 T12)	1	85.00	85.00
WT3*	Container for Compact Fluorescent Lamps	1	175.00	175.00
WT4*	U-Bend-holds 72 T8s,(or 552 ea 2' T8s-$127)	1	125.00	125.00
WT4c	24x24x12 Box holds 220 2'CFLs	1	198.00	198.00
WT4d*	24X24X12 Box holds 220 2' T8s	1	51.00	51.00
WT4L	24X24X12 Box holds 220 2' LEDs	1	75.00	75.00
WT5*	Drum for HID, Metal Halide, High Pressure Sodium & Halogen Lamps	1	175.00	175.00
WT6a*	10x10 Box-holds 242 4' T5 (substitute for WT-6b)	1	117.00	117.00
WT6b*	Drum for 1' to 4' tubes. Holds 400 T5s.	1	192.00	192.00
WT6c*	10x10' Box for 1' to 4' tubes. Holds 95 T8s.	1	46.00	46.00
WT6d	Telescoping Box holds 203 4' T8s	1	98.00	98.00
WT6e	12x12x48 Box holds 150 T8s	1	72.00	72.00
WT7*	Battery pail. Pail deposit $10.	1	10.00	10.00
WT8*	Pail for broken lamps (holds approx. 20 lbs). Lamps charged $3.50/lb on pickup. Pail deposit $10.	1	10.00	10.00
WT13*	30 Gallon Drum--Ballasts charged $.99/lb on pick up	1	0.00	0.00
	COST PER EACH			
T8-4-EA	T8s (1' to 4' fluorescent lamp tubes)	1	0.48	0.48
T12-4-EA	Pickup T12s (1' to 4' fluorescent lamp tubes)		0.48	0.48
T5-4-EA	T5s (1' to 4' fluorescent lamp tubes)	1	0.48	0.48
T8-8-EA	T8s (5' to 8' fluorescent lamp tubes)	1	0.96	0.96
T12-8-EA	Pickup T12s (5' to 8' fluorescent lamp tubes)		0.96	0.96
	T-5 8'			
CFL	Compact Fluorescent Lights ($.99 ea)	1	0.99	0.99
Ubend-EA	Ubend/ Bi-Axe Lamps ($.90 ea)	1	0.90	0.90
HID	High Intensity, Metal Halide, High Pressure Sodium, or LED lamps ($1.60 ea)	1	1.60	1.60
SHID	Super High Intensity Discharge (ie; sox)	1	8.00	8.00
HAL-EA	Halogen Lights ($.99 ea)	1	0.99	0.99
Incan/LED	Incandesecent, flood lamps ($.42 ea)	1	0.42	0.42
Loose Batteries	loose batteries ($1.80/lb)	1	1.80	1.80
	not incl. alkaline			
Alkaline Battery	alkaline batteries ($3.00/lb)	1	3.00	3.00

Signature:

Total

DO NOT PAY
ESTIMATE ONLY

Estimate

Quick Light Recycling, LLC
Brisbane, CA 94005

415-596-2305

Date	Estimate #
7/1/2022	5973

Name / Address	Ship To
Alum Rock Elementary School Distric 2930 Gay Ave San Jose CA 95127	

P.O. No.	Project

Item	Description	Qty	Rate	Total
Ballast	Pickup Non-PCB ballasts ($.99/lb)	1	0.99	0.99
Plastic Shield	plastic cover fused to lamp tube	1	2.50	2.50
Broken Glass	Pickup unintentional broken glass ($3.50/lb)	1	3.50	3.50
UVA or Infared	Pickup UVA lamp or Infared lamp ($4.00 ea)	1	4.00	4.00
Neon	Pickup neon glass ($4.00/lb)	1	4.00	4.00
Projector Lamp		1	1.50	1.50
Delivery Zone 3	Truck Delivery Charge	1	50.00	50.00
Labor	unpack, untape, repack, sort, count lights @ $40/HR	1	50.00	50.00
Fuel surcharge	will be adjusted when the price diesel comes down	1	60.14	60.14

Signature:

Total $1,823.69

DO NOT PAY
ESTIMATE ONLY

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-Rollins Inc., dba: Orkin LLC, 2022-2023

Date: July 1, 2022

Summary:
The District has experienced a multitude of issues concerning pests, and it is necessary for the District to maintain a contract with a company that can provide the services as needed. This will provide pest control for all interior and exterior treatment to all kitchens and cafeterias district-wide as well as on call services throughout the year. Based on pricing, availability and experience, the District recommends to contract with Rollins Inc. dba Orkin LLC.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Rollins Inc., dba: Orkin LLC, in the amount of $21,000.00 for the fiscal year 2022-2023.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: M.O.T.-Maintenance (School/Dept.) VENDOR NO. 300218

Submitted by: Ed Villarreal

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: Rollins, Inc. dba: Orkin LLC

   Address: 2170 Piedmont Road, NE City: Atlanta State: GA Zip: 30324

   Phone: (559) 250-4628 Email Address: tkenner@orkin.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 22, 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:

   Provide pest control for all interior and exterior treatment for the kitchens, and cafeterias, district-wide.

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

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

   X b. **Other:** $ 21,000.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
050	8150	0	5815	00	0000	8100	000000	450	8130	$21,000.00	

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

ORKIN **PEST CONTROL**
World's Best

Alum Rock Union Elementary School District

Scope of Service

Service Frequency: Seasonal – each property will be treated 4 times per year to include a one-time full treatment of each school property.

Exterior Insect Control: The kitchen and cafeteria areas are included, and we will Inspect the exterior of the buildings for potential entry points. Treat with residual insecticides as necessary.

Exterior Rodent Control: Inspect, propose and obtain approval from customer for additional work.

Wildlife Control: Inspect, propose and obtain approval from customer for additional work.

Targeted Pests

Pests Covered: Cockroaches, spiders (excludes Brown Recluse spiders), common ants, moths, waterbugs, silverfish, millipedes, occasional invaders, and sting insects treatable from the ground without the use of a ladder or lift.

Pests Excluded: Rodents (rats, mice), Termites and other wood destroying pests, fire, carpenter, Tawny crazy and Pharaoh ants, bed bugs; stored product pest, birds, bats, brown recluse spiders, snakes and all other vertebrates. Pests not listed require inspection and proposal for approval before treatment.

Additional Notes:

This service includes the General Pest Control for the interior and exterior for all kitchens and cafeterias district wide.

12710 Magnolia Ave., Riverside, CA 92503 Telephone (800) 662-8470 Fax (951) 278-6295

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., 2022-2023

Date: July 6, 2022

Summary:
Selway Construction, Inc. will provide service for small scale construction, repairs, paints, and installation on an as-needed district-wide.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Selway Construction, Inc., in the amount of $60,000.00 for the 2022-2023 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: **July 21, 2022**

CONTRACT TERM: From **July 22, 2022 – June 30, 2023**

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: **Provide service small scale construction, repairs, paints, and installations on an as needed district-wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products, and/or reports). Attach Scope of work, proposals exhibit, and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$60,000.00

Program Manager/Principal _____ **Date:** 7/6/22

Superintendent _____ **Date:** _____

Fiscal Approval Maria Newton **Date:** 7/8/22
Accountant

Director of Fiscal Services L DeCelles for Efrain Robles **Date:** 7/8/22

Asst Supt, Bus Services Kol S **Date:** 7/8/22

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:** **$60,000.00 (NTE)** FY: **2022-2023**

SELWAY CONSTRUCTION
741 Ames Ave., Milpitas, CA 95035
(408) 422-2162
www.selwayconstruction.com
CL#1056018
DIR#1000515440

Date: 7/6/2022
Attention: Arturo/Ed
Customer Name: ARUSD
Project Name: ARUSD Misc.

Provide service/repair small-scale construction, painting and installation.

Hourly Rates:
Standard hours: $143.00 per man hour
Overtime: $214.50
Double Time: $286.00 per man hour

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** Philip Selway	Accepted by:
Title: **Project Mgr.**	Title: DIRECTOR MOT
Date: **7/6/2022**	Date: 7/6/22

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Social and Emotional Learning (School/Dept.) VENDOR NO. 22796

Submitted by: Imee Almazan

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: Plushy Feely Corp

   Address: 548 Market St #98006 City: San Francisco State: CA Zip: 94104-5401

   Phone: (408) 261-1820 Email Address: ned@kimochis.com

   SSN: _____ or Fed I.D. #: 26-2246061

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 01, 2022 end date August 03, 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:

   Plushy Feely Corp will provide training during the optional professional development series for the 2022-2023 school year August 1st and August 3rd for up to 80 attendees per session. Training includes Q& A, planning, design and follow up for grades TK-5th.

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:** $2,000.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of 2 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) _____

   Cost: $2,000/ session X 2 sessions 8/1 & 8/3, $4,000 total

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	7085	0	5815	00	1110	100	000070	061	7085	$4,000	

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

Kimochis®

Statement of Work

June 28, 2022

Introduction:

Kimochis® short cuts the talking that is the cornerstone of many therapies. They allow kids and adults to rapidly and safely explore and translate emotions into root causes that can be dealt with immediately.

Our Educational Program is built upon sound research and theories of child development and social emotional learning— Five Core Competencies from CASEL; Teaching Pyramid Model for Positive Behavior Supports; Headstart Program.

Scope of work:

Kimochis Training for Alum Rock Unified School District August 2022:

- Two trainings, in person at a location TBD in San Jose, CA.
- One training, August 1, 2022 from 1-3 pm – PreK-1st Grade intro, refresher, breakouts, Q&A plus planning, design and follow up.
- One training, August 3, 2022 from 1-3 pm – Grades 2-5 intro, refresher, breakouts, Q&A plus planning, design and follow up.
- Up to 80 trainees per session.
- Cost: $2000/session, $4000 total.

Kimochis will provide a trainer for each date and time as well as all planning and preparation as a part of this SOW.

Cancellation policy:

We will work with you to reschedule based upon availability, but if there is not a reschedule, the following fees apply.

Over 60 days - $200 fee
30-60 days – 50% of the total
15-30 days – 80% of the total
Less than 15 days – 100% of the total
Rescheduling fee - $500/training day

Kimochis-PFC • 548 Market St #98006,
San Francisco, CA 94104-5401
415.578.1100 • F: 415.526.3039 • www.kimochis.com

PLUSHY FEELY

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Social and Emotional Learning (School/Dept.) VENDOR NO. 22286

Submitted by: Imee Almazan

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: SEEDS

   Address: 2530 San Pablo Avenue, Suite A City: Berkeley State: CA Zip: 94702

   Phone: (510) 548-2377 Email Address: sherry@seedscrc.org

   SSN: _____ 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:

   SEEDS will provide training in Restorative Justice(RJ) to support work in the implementation of the practices intended to strengthen ARUSD school communities in order to build as well as repair relationships. Services will be provided in person and/or virtually for 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)

   _____ 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:** $95,000 (describe rate agreement) Not to exceed $95,000per site. Various sites participating-each using their own coding. District will not pay for services not provided by organization.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	7085	0	5815	00	1110	2100	000070	061	7085	$0	

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

SEEDS

June 27, 2022

Dear Doug,

Thank you for talking to me about your commitment to restorative practices at Renaissance Academy.

Below please find the updated scope of work for the 2022-23 school year.

Who we are:
SEEDS is a non-profit agency that offers a range of affordable conflict transformation services to residents, businesses, schools and communities in Northern California. We have an excellent reputation for supplying high quality programs for over thirty-five years.

SEEDS specializes in programs and services that create restorative cultures in schools, workplaces, and communities, supporting them to engage in generative conflict. SEEDS offers applied, skills-building trainings that employ multi-modality approaches and experiential learning founded on principles from human centered design, adult learning, and cultural humility.

Our Mission:
We cultivate positive communication and develop fundamental understanding so that all people can be in productive relationships with each other. We do this through mediation, facilitation, training and restorative practices.

2022-23 Scope of Work

Scope of Work for Renaissance- 2022-23

Service	Who?	Timeline	Rationale	Price
Restorative Justice Practice at Renaissance	All staff Up to 60	August 11, 2022	-Overview for the entire staff to set tone for the year -Share RJ Vision/ Goals for 2022-23 -Foster buy-in by reviewing paradigm shift -Overview of what RJ is Circle Practice: reflect last year;	$7000

			establish goals for this year	
Restorative Justice 101	New Teachers Up to 45	2 Quarterly 2 hour PD sessions -Early Winter and Spring, 2022-23	-Provide in depth training to new teachers: Tier 1, relationship building, restorative communication and circle practice	2x $2000= $4000
*60 Classroom Observations/ 60 Coaching sessions	20 teachers	-60 observations and coaching sessions spread throughout the school year --Each observation is observing 1 teacher for 1 period and offering a feedback coaching session after observation. -Practitioner will complete 2-3 consecutive observations/ per visit -If schedule doesn't allow for same day onsite coaching, the practitioner can schedule the feedback/coaching session remotely at future time within a week. If the teacher does not follow up within one week, the teacher will forfeit the feedback session but the school will still be responsible for paying for the session.	-Provide intensive individualized support for new teachers and staff who need support with circle practice	$75,000

SEEDS

		-Roughly 20-30 total visits for the year		
Leadership Coaching Sessions	RJ Cadre- focus on new administrators Up to 15 (virtual)	6 one hour leadership coaching sessions		6 x$1000= $6000- $2000 (discount) =$4000
Travel fees (discount provided based on total scope of work)		$400 per event (discounted rate =$200 per event)		23x $200= $4600
Total				$94,600

Total discount $4600 (travel fees) + $2000 (2 leadership coaching sessions) = $6,600

One to two practitioners will be assigned to Renaissance to fulfill these services. One or both practitioners will attend the Leadership coaching sessions; in addition to the School Service Director, Dr. Congrave Wilson.

The practitioners are not allowed to work with students independently. He/she/ they will always have to co-facilitate any student involved interactions with a teacher or a Renaissance staff.

The School Services Director will be the main point of contact for all work in the proposal and will supervise the practitioners. The principal will appoint a Renaissance staff to work with Dr. Congrave Wilson to schedule the coaching sessions.

Service fees include 2-4 hours of prep for each meeting, phone calls, emails, materials and follow up. Please note we conduct all services that are less than 2 hours remotely. Please let us know as soon as possible if you'd like to request in person support and we will do our best to work with you to ensure Covid-19 safety.

We understand that many of our clients have limited budgets, so please let us know if you have financial restrictions that we can try to accommodate. As a non-profit, all fees go into programmatic funding. As we discussed, we are committed to serving those who need our support and are open to finding a way to work within your budget.

Please contact us with questions or to discuss this restorative process further. Thank you for your interest in our organization.

In community,

Dr. Congrave Wilson

SEEDS

May 25, 2022

Dear Dr. Montes,

Please find a proposal for the services requested for the 2022-23 school year.

Who we are:
SEEDS is a non-profit agency that offers a range of affordable conflict transformation service to residents, businesses, schools and communities in Northern California. We have an excellent reputation for supplying high quality programs for over thirty-five years.

SEEDS specializes in programs and services that create restorative cultures in schools, workplaces, and communities, supporting them to engage in generative conflict. SEEDS offers applied, skills-building trainings that employ multi-modality approaches and experiential learning founded on principles from human centered design, adult learning, and cultural humility.

Our Mission:
We cultivate positive communication and develop fundamental understanding so that all people can be in productive relationships with each other. We do this through mediation, facilitation, training and restorative practices.

Proposed Services

Service	Fee	Cost
Staff Support One 3 hour Beginning of Year 2 Restorative Practices Skills Training Session Up to 15 participants August, 2022	$2000	$2000
Two 2 hour Restorative Practices Skills Training- Year 2 Up to 15 participants Late Fall, Early Spring 2022-23	$1500 x 2	$3000
One 2 hour End of the Year Closing Circle with staff Up to 15 participants May or June, 2023	$1500	$1500
Family/ Parent Support Two 2 hour Parent Engagement	$2000 x2	$4000

SEEDS

Workshops (Spanish) Up to 15 people Fall, Spring 2022-23		
Travel Fees	$200 per event x6	$1200
Total		$11,700

Service fees include 2-4 hours of prep for each meeting, phone calls, emails, materials and follow up. Please note we conduct all services that are 1 hour or less remotely. Please let us know as soon as possible if you'd like to request in person support and we will do our best to work with you to ensure Covid-19 safety.

We understand that many of our clients have limited budgets and we try not to turn anyone away for lack of funds, so please let us know if you have financial restrictions that we can try to accommodate. SEEDS provides services at the low-end of market rate. As a non-profit, all fees go into programmatic funding. As we discussed, we are committed to serving those who need our support and are open to finding a way to work within your budget.

Please contact us with questions or to discuss this restorative process further. Thank you for your interest in our organization.

In community,

Dr. Congrave Wilson

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Student Services (School/Dept.) VENDOR NO. 022507

PROGRAM MANAGER: Norma Flores

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

   Name of Individual/Company: Early College Outreach Parent Program

   Address: 2445 Alfred Way City: San Jose State: CA Zip: 95122

   Phone: (408) 230 - 9738 Email Address: ecoppsj@yahoo.com

   SSN: _____ or Fed I.D. #: 820-71-8028

   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:

   Parent engagement in various educational programs such as ESL and technology classes for parents from any ARUSD schools desiring to participate. Goal is to help low income first generation students and families prepare for college admission.

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:** $4,000.00 (describe rate agreement) Flat Rate Fee

   Not to exceed $4,000.00 per school site

5. **BUDGET CODE:** 010-0000-0-5815-00-0000-3130-000000-340-3220

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
010	340	3220	5815	Master		

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

ECOPP
EDUCATION

Early College Outreach Parent Program

June 08, 2022
Norma Flores
Director Student Services
Alum Rock Union School District

Dear Miss. Flores

Thank you for your interest in the ESL-TECHNOLOGY, Early College Outreach Parent Program.

English as a Second Language

The English as a Second Language (ESL) program provides English learners with the language skills needed to:

- Support the academic achievement of their K-12 children
- Find and improve employment
- Succeed in college and career training programs
- Participate more fully in their communities

ESL classes give English learners opportunities to study and practice English language communications skills, including listening, speaking, reading, writing, and critical thinking.

ECOPP offers a variety of ESL classes with morning or evening schedules to meet your needs.

Our 3 levels of English will build adults confidence on the job, prepare them for college or further training, and help them communicate with their child's school or in the community. These core ESL classes follow an ECOPP academic curriculum and students are tested on a quarterly basis.

Placement in these levels is based on assessment results, goals and objectives, and the time preference that best meets their needs students are expected to master reading, listening, speaking, and writing skills appropriate for each level and make progress.

Classes meet for 2 twice a week, 90 minutes per session for 7 weeks.

This program as you may already know runs for 7 consecutive weeks with two sessions per week. **There is a flat fee of $4,000.00 the flat fee gives the no limit number of parent attendees.**

Early College Outreach Parent Program

June 8, 2022

FEE SCHEDULE FOR THE ECOPP PARENT PROGRAM

Thank you for your interest in the Early College Outreach Parent Program's innovative parental involvement programming. Increasing parents' involvement in their children's education is a cornerstone of most school reform efforts and consistent school-home communication serves a critical role in student success.

The core mission of the Early Outreach Parent Program, ECOPP, is to involve parents in the education of their children at an early stage, training them and providing them with the necessary tools to help their children to achieve a university education.

This program as you may already know runs for 1, 3, 6, 8 and 10 consecutive weeks with one session per week. **There is a flat fee of $3,500.00 for the 7 week program or $ 4,000.00 for the 8 week program in the Santa Clara County. The flat fee gives the no limit number of parent attendees.**

PRESENTATIONS	SANTA CLARA COUNY	OUT OF SANTA CLARA COUNTY	INCLUDES
1	500.00	600.00	No Parent Limit, Workshop Material, Graduation Certificates, and Parent Recruitment
3	1,500.00	1,800.00	No Parent Limit, Workshop Material, Graduation Certificates, and Parent Recruitment
7	3,500.00	4,500.00	No Parent Limit, Workshop Material, Graduation Certificates, and Parent Recruitment
9	4000.00	5,000.00	No Parent Limit, Workshop Material, Graduation Certificates, and Parent Recruitment

Regards,
Alfredo Castaneda
Executive Director
Early College Outreach
Parent Program
(408) 230 9738

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Student Services (School/Dept.) VENDOR NO. 021317

PROGRAM MANAGER: Norma Flores

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

   Name of Individual/Company: Lozano Smith Attorneys at Law

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

   Phone: (928) 953-1620 Email Address: emartinez@lozanosmith.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:

   Lozano Smith Attorneys at Law will provide remote legal consultation and professional developmet via phone, email and webinars regarding various school topics such as expulsion, section 504, bullying concerns and COVID-19.

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

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

   X b. **Other:** $22,000.00 (describe rate agreement) _____

   Budget Code: 010-0000-0-5810-00-0000-3130-000000-340-3220

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
010	340	3220	5810	$22,000.00		

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

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 School District	**Lozano Smith, LLP**
BY *(Authorized Signature)*	BY *(Authorized Signature)*
PRINTED NAME AND TITLE OF PERSON SIGNING Dr. Hilaria Bauer, Superintendent	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 06/08/2022

LS Lozano Smith
ATTORNEYS AT LAW

PROFESSIONAL RATE SCHEDULE
FOR ALUM ROCK UNION SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	$ 275 - $ 350 per hour
Associate	$ 215 - $ 285 per hour
Paralegal / Law Clerk	$ 135 - $ 195 per hour
Consultant	$ 135 - $ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.
** Rates for work performed by Senior Partners with 20 years of experience or more may range from $350 - $385 per hour. [1]

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.

[1] Sale or Lease of Sale Property Work:

Partner / Senior Counsel / Of Counsel	$ 400 per hour
Associate	$ 375 per hour
Paralegal / Law Clerk	$ 200 per hour

11.06

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 : **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 July 21, 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 Title: Assistant Superintendent of Business Services

To the Board of Trustees:
Recommend Approval

Meeting: July 21, 2022
Regular Board Meeting

11.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
July 21, 2022 Board Meeting

MEMORANDUM(S) OF UNDERSTANDING

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
McCollam Elementary Pablo Fiene	07/01/22-06/30/23	Santa Clara County Office of Education - PBIS	$7,500.00 NTE	Provide Positive Behavioral Interventions and Supports (PBIS) Tier 1 Cohort Team training and supplementary professional learning. Instructional setting consultation, coaching and technical assistance for McCollam staff. Improve access to inclusive, equitable, high-quality education for all students. Funding: Restricted
Painter Elementary Joseph Manluco	08/30/22-01/24/23	Santa Clara County Office of Education - NGSS	$2,500.00 NTE	Support Painter teachers and staff with curriculum adoption and provide students equitable access to materials and hands-on activities. The science coordinator will model Next Generation Science Standard (NGSS) aligned lessons and provide teachers with technical assistance. Funding: General
Academic Services Barbara Campbell	07/01/22-06/30/25	Santa Clara County Office of Education - Datazone	$36,000.00 NTE per year	Multi-Year Service Contract: Provide the framework for SCCOE to implement a data warehouse for the District as part of SCCOE's centralized data warehouse environment "Datazone". Cost dependent on student enrollment. Funding: General

MEMORANDUM(S) OF UNDERSTANDING

Social Emotional Learning Dr. Imee Almazan	08/01/22- 06/30/25	Santa Clara County Office of Education	No Cost	Multi-Year Service Contract: SCCOE will continue to implement a wellness center at Aptitud Academy at Goss to provide students timely and accessible prevention and early intervention mental health services as well as an inclusive and equitable wellness support that will lead to positive school outcomes. The District will provide operational space, materials, and equipment for the center. Funding: N/A
State and Federal Sandra Garcia	07/01/22- 06/30/23	Santa Clara County Office of Education - Migrant Education	No Cost	SCCOE Regional Migrant Program will support ARUSD with supplemental services such as outreach to students & families, intervention, programs, parent meetings, workshops & on-site/virtual learning programs. Funding: N/A

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 010547

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

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

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

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

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

Name of Individual/Company: Santa Clara County of Education

Address: 1290 Ridder Park Drive, MC 237 City: San Jose State: CA Zip: 95131

Phone: (408) 453-6523 Email: amunshi@sccoe.org

SSN: _____ Fed I.D. #: 77-027-2168

CONTRACT TERM: start dates 07/01/2022 end date 06/30/2023

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

PBIS Tier 1 Cohort Team Training and supplementary professional learning. Instructional setting consultation,coaching and technical assistance for McCollam Staff. Improve access to inclusive, equitable, high-quality education for all students.

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

X a. **Fee Rate:** $250 per Staff trainee (30) Not to Exceed $7500.00 of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 060-3010-0-5815-00-1110-1000-000000-040-1190 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Pablo A. Jimenez Date: 06/15/22

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

DocuSign Envelope ID: C28557D0-7148-4035-A99B-07F22166715E

Santa Clara County Office of Education

Memorandum of Understanding between Santa Clara County Office of Education and Alum Rock Unified School District

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

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in 2022-23 PBIS Cohort Team Trainings and supplementary professional learning and technical assistance events and activities. Activities related to training as well as terms and conditions for this collaboration are described below.

School(s)	Training	Cost
• McCollam Elementary School	• Customized Coaching	$250 (30) = $7,500
	TOTAL	$7,500

2. Goals

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

Positive Behavioral Interventions and Supports (PBIS) is defined as a systems approach for establishing the social culture and individual behavior supports needed for schools to achieve both social and academic success for all students while preventing problem behaviors. The SCCOE will work in partnership with the Agency to develop and support the PBIS framework to improve access to inclusive, equitable and high-quality education for all students. The SCCOE agrees to provide quality support to the Agency in service of the district, schools, students, and communities it serves.

3. Responsibilities

3.1. The Agency Responsibilities:

- The Agency will work collaboratively with the SCCOE to provide PBIS Tier 1 trainings and PBIS coaching support to the District PBIS Coach/Coordinator and school sites participating in PBIS trainings and implementation.
- The Agency and school sites participating in Tier 1 SW-PBIS trainings will complete and commit to the SCCOE PBIS District and School Site Commitment forms.
- The Agency and school sites participating in Year 1 Tier 1 SW-PBIS trainings will:

- Tier 1 – Develop products from trainings that contribute to implementation (meeting schedule, presentations to staff, Core Values, expectation teaching matrices, behavioral lesson plans, acknowledgement systems, behavioral data tracking forms and processes, etc.) that will coincide with training content and assigned tasks. Products will be collected in a portfolio and contribute to a school's PBIS Handbook, which be a product of the Year 1 Training.
- School teams will also provide staff trainings to begin the buy-in process with school staff in PBIS.
- School teams will administer the PBIS Self-Assessment Survey (SAS) to all school staff to identify strengths and needs of school climate efforts.

- The Agency and school sites participating in Customized Coaching and/or Consultation will:
  - Engage in agreed upon hours of Coaching and/or Consultation with the PBIS Technical Assistance Center staff. Coaching will be focused on specific school site and district needs and will support the implementation to fidelity of the PBIS Framework.

The Agency will grant permission to SCCOE to have access to data stored in the district's account on the PBIS Evaluation website (www.pbisapps.org). Access and reports will be provided to SCCOE on a district level and school level. Access encompasses all information stored in the SWIS and PBIS surveys found at www.pbisapps.org at the school and district level. No individual student data will be accessed. Access will be password-protected and confidential

3.2. The SCCOE Responsibilities:

- **Year 1 Trainings** – (1) school sites
  - Tier 1 – Universal Systems School-wide PBIS Team Training
    - 3-5 School-wide Core Values and behavioral expectations for universal school settings
    - Lesson plans for teaching expectations
    - Classroom Systems
    - Acknowledgement and Consequence Systems
    - Data-based Decision Making
- **PBIS Coaches Workshop and Network** consisting of a series of networking sessions throughout the year to build local capacity within districts for successful PBIS implementation. PBIS Coaches/Coordinators will collaborate on strategies and solutions to ongoing implementation needs, and share resources and the latest PBIS tools. Discussions vary in topics, including:
  - Coaching, Training, and Coordination
  - Monitoring the district action plan
  - Providing ongoing PBIS professional development
  - Calibration of PBIS evaluation and assessment tools
- **District Leadership Team Meeting** is held annually and assists district leadership in:
  - Effective implementation and evaluation
  - Building District training capacity and sustainability efforts of PBIS

- Resource allocation
- Policy Development

- **Access to PBIS Evaluations** will be provided to the district. SCCOE will be granted access to data stored in this district's account on the PBIS Evaluation website (www.pbisapps.org) by the district in order to access reports on a district level and school level. Access encompasses all information stored in SWIS and PBIS surveys found at www.pbisapps.org at the school and district level. No individual student data will be accessed. Access will be password-protected and confidential.

- **Technical Assistance** providing coaching and building district capacity in order to sustain PBIS implementation and efforts.
  - Provide timely technical assistance and coaching supports.

Customize trainings to meet needs of the school district and school sites working alongside with District PBIS Coordinator/Trainer and/or PBIS Coach.

4. Duration of Agreement

This Agreement begins on 07/01/2022 and ends on 6/30/2023.

5. Articulation of Monies/Compensation

- Alum Rock School District shall pay SCCOE PBIS TAC for each of the above items, **total not to exceed $7,500.00** by due date.
- Alum Rock School District shall make payment within 30 days of receiving each invoice.
- The SCCOE will invoice for all services provided as outlined and agreed upon within the MOU regardless of district and school site personnel attendance.

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 or prior to the scheduling and commitment of schools to training, workshop and coaching services as agreed upon in this MOU. The COE will invoice for all services provided as outlined within the MOU regardless of district and school site personnel attendance. MOU can also be terminated with 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.

DocuSign Envelope ID: C28557D0-7148-4035-A99B-07F22166715E

Santa Clara County Office of Education

SCCOE:

By: DocuSigned by: Anisha Munshi
Signature of Authorized SCCOE Official

Name: Anisha Munshi, Ed. D.

Title: Associate Superintendent, PLISD

Date: 6/16/2022 | 5:28 PM PDT

Address: 1290 Ridder Park Drive
San Jose, CA 95131

Phone: 408-453-6500

Email: amunshi@sccoe.org

***Alum Rock Union School District*:**

By: _____
Signature of Authorized Agency Official

Name: Dr. Hilaria Bauer

Title: Superintendent

Date:

Address: 1930 Gay Avenue
San Jose, CA 95127

Phone: 408-928-6800

Email: Hilaria.bauer@arusd.org

For Contracts Office/Risk Management use only:

RM#:

Date:

Signature:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

Painter Elementary (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)
- [x] **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: Santa Clara County Office of Education

Address: 1290 Ridder Park MC 237 City: San Jose State: CA Zip: 95131

Phone: (408)453-6523 Email: Klarson@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates August 30, 2022 end date January 24, 2023

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

Support Ben Painter teachers and staff with curriculum adoption and provide students equitable access to materials and hands-on activities. The science coordinator will model NGSS aligned lessons and provide teachers with technical assistance.

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:** $405 per 2 hour session Not to Exceed $2500 of services.

____ b. **Other:** $_____

Describe other related costs: n/a

BUDGET CODE: 010-0000-0-5815-00-1110-1000-000000-160-2850 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/28/22

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
Ben Painter Elementary (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 Ben Painter Elementary (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 five (5)- two hour (2) sessions of Next Generation Science Standard (NGSS) professional learning workshops to Ben Painter Elementary with focus on supporting their adoption of FOSS. These sessions will be provided virtually and in person as health department regulations allow. This MOU will take place from August 30, 2022 and end January 24, 2023 .

2. Goals

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

Supporting Painter Elementary teachers and staff with their curriculum adoption will provide their students with equitable access to the materials and hands-on activities. The Science Coordinator will model NGSS aligned lessons and will provide technical assistance to teacher who may need additional guidance.

3. Responsibilities

3.1. The Agency Responsibilities:

3.1.a. Alum Rock Union SD/Ben Painter Elementary will identify educators and administrators to participate in the Next Generation Science Standards (NGSS) professional learning workshops.

3.1.b. Alum Rock Union SD/Ben Painter Elementary will provide the space, a screen, and an LCD projector at school site in a room to be determined (if in person workshop allowed).

3.1.c. Alum Rock Union SD/Ben Painter Elementary will provide access to FOSS Science kits and materials as needed for the hands-on parts of the workshops.

3.2. The SCCOE Responsibilities:

3.2.a. Santa Clara County Office of Education (SCCOE) will provide all handouts and materials except for documents that are available free online.

3.2.b. SCCOE will provide one (1) Science Coordinator to facilitate the trainings on:

- Tuesday, August 30th, 2022 (3:00-5:00pm)
- Tuesday, September 27th, 2022 (3:00-5:00pm)

- Tuesday November 1st, 2022 (3:00-5:00pm)
- Tuesday December 6th, 2022 (3:00-5:00pm)
- Tuesday January 24th, 2022 (3:00-5:00pm)

3.3. Delivery of Services and Use of Resources:

3.3.a. These sessions will be provided virtually and in person as health department regulations allow.

4. Duration of Agreement

This Agreement begins on August 30, 2022 and ends on January 24, 2022

5. Articulation of Monies/Compensation

5.1. Ben Painter Elementary (Alum Rock Union School District) will pay Santa Clara County Office of Education $405 per training for five (5) half day trainings not to exceed $2,025.00.

5.2. Monies will be paid upon receipt of invoice.

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: Karen Larson

Title: Director-Integrated Steam

Date: _____

Address: 1290 Ridder Park MC 237
San Jose, CA 95131

Phone: (408)453-6523

Email: klarson@sccoe.org

Ben Painter Elementary (Alum Rock Union School District):

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: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

Instructional 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: SCCOE - Datazone

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

Phone: (408) 453-6500 Email: _____

SSN: _____ Fed I.D. #: 77-0272168

CONTRACT TERM: start dates July 1,2022 end date June 30, 2025

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

The purpose of this MOU is to provide the framework for SCCOE to implement a data warehouse for the District as a part of SCCOE's centralized data warehouse environment ("Datazone").

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

X a. **Fee Rate:** $varies per year Not to Exceed $36,000.00 of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-1000-000000-305-5310 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Barbara Campbell Date: 6/28/2022

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

Santa Clara County Office of Education

Service Agreement
between
Santa Clara County Office of Education – Data & Analytics Development
And
Alum Rock Union School District

This is a Service Agreement between the Santa Clara County Office of Education – Data & Analytics Development) (hereinafter referred to as the SCCOE) and Alum Rock Union School District (hereinafter referred to as Local Educational Agency (LEA)).

1. Overview

The purpose of this service agreement is to provide the framework for the Parties to implement an exemplary data warehouse and analytics platform for District as part of SCCOE's centralized data warehouse environment ("DataZone").

Additional definitions used in this agreement are defined in the section 7 of the Service Agreement.

The SCCOE DataZone is a centralized data warehouse and analytics platform designed to help districts connect, integrate, and analyze data from a variety of source systems including student information systems (SIS), state and College Board testing files, local District assessments, and is integral to improving decision-making and targeting resources for highest impact.

1. Standard DataZone features:

- Secure and stable connection to District student information system (SIS).
- Data warehouse securely hosted by SCCOE.
- Analytics environment branded using District logo.
- Connection to District directory services for secure access & role-based authentication.
- Prebuilt dashboards for teachers and administrators, including individual student profiles.
- Filtering capacity for standard subgroup filtering and custom group creation and filtering.

2. Standard DataZone Implementation:

- Professional Learning services for training and consultation to build the District's capacity for effective data leadership and literacy.

2. Goals

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

3. Responsibilities

3.1. LEA Responsibilities:

1. Ensure superintendent and cabinet-level support for the implementation.
2. Engage key staff (e.g., DBA and Curriculum/Instruction and/or Assessment department, principals, lead teachers) during validation and dashboard fitting processes.
3. Assign technical staff (data & IT) to ensure reliable connectivity to DataZone during implementation and production.
4. Encourage participation of key staff in DataZone professional development activities.

3.2. SCCOE Responsibilities:

1. Implement and provide technical support for daily operations of core DataZone data warehouse and analytics platform services.
2. Provide technical assistance on DataZone.
3. Provide product training to make analytics system operational
4. Provide professional learning opportunities for users to build and extend their data literacy skills.

3.3. Shared Responsibilities:

1. The Parties will provide appropriate staffing and support to ensure successful adoption and implementation of the DataZone analytics platform.
2. In order to support the well-being of students through the use of data, the Parties are committed to using data appropriately while maintaining data security, privacy, and confidentiality.

4. DataZone Product Offerings

	TK-8 Educator Analytics Package	9-12 Educator Analytics Package
Data Model	**Data Model includes:** • Connection to standard Student Information Systems (SIS)* in order to establish foundational data mapping at the atomic student level and includes the following data: Student Attendance, Enrollment, Programs, Discipline, Grades. • Connection to SIS database for at least previous 5 years of data (if data is available in SIS). • Ability to import State assessment data into the system via standard vendor-issued export files. The following are currently available: ○ SBAC ELA, SBAC Math, CAA, Initial ELPAC, Summative ELPAC. • Ability to import up to 4 standard local assessment** data sets. *standard Student Information Systems (SIS) are: Aeries, PowerSchool, Synergy, Infinite Campus, eSchool Plus. ** standard local assessment data sets available in DataZone are: iReady, Star Renaissance, NWEA MAP, Fountas & Pinnell, DRA, Fastbdige, Brigance, DIBELS 8, HMH Reading Inventory & Math Inventory.	**Data Model includes all items listed in TK-8 plus:** • Ability to import College Board assessment data into the system via standard vendor-issued export files. The following are currently available: SAT, PSAT, AP, and ACT. • Ability to customize District graduation/diploma cut points across the school-year (BOY, MOY, EOY).
Staff Security / Access	**Security Implementation includes:** • Standard user authentication*** is set-up using District directory service. This allows the District to control the level of access by role, school, and user type to the analytics platform. • Access to System Administration tools to monitor and adjust user security settings. *** Standard user authentication is defined as LDAP/AD or G-Suite. For small districts, local or manual authentication can be set-up, but it is a non-standard implementation for districts with a staff larger than 50 users.	**Security Implementation includes all items listed in TK-8**

Visualizations / Analytics	**Access to pre-built dashboards and metrics, aligned with CALPADS and state reporting guidelines, outlined below:**
	• Dashboards available in this package:
	  • Enrollment (e.g. Overall, By Demographics, Grade/Course, etc.)
	  • Attendance (e.g. Overall, Chronic Absences, Period Attendance, Tardies, etc.)
	  • Discipline (e.g. Overall, Suspension, by Incident Types, etc.)
	  • Marks/Grades
	  • Programs (e.g. Counts of students assigned to District programs, Historical counts, etc.)
	  • State Assessment (e.g. proficiency rates for students on SBAC ELA, SBAC Math,
		Access to pre-built dashboards and metrics, aligned with CALPADS and state reporting guidelines, listed in TK-8 plus:
		• Graduation/Diploma requirement data available in dashboards, rosters and student profiles that highlight students' progress toward District's graduation requirements
		• WASC report that provides necessary data-set for Chapter 2 WASC report

	ELPAC)
	• Dashboards for Teachers that include metrics on class/course enrollment, student attendance, grades, and state assessment as well as a Class Roster.
	• Additional data features include:
	  ▪ Student Master Roster
	  ▪ Student Profile
	  ▪ Student Search
	• Ability to filter at the user-level for:
	  ▪ Key subgroups
	  ▪ Custom cohorts (ability to create custom groups and share)
	• Dashboards for District to:
	  ▪ Monitor and adjust user security settings
	  ▪ Monitor dashboard/metric usage and user usage statistics	

Additional Applications & Products	**This package includes access to:** • FosterVision (Santa Clara County districts only) • Service Link App (Santa Clara County districts only)	**This package includes access to:** • FosterVision (Santa Clara County districts only) • Service Link App (Santa Clara County districts only)
Professional Services & Training	• 8 hours initial training during onboarding • 4 hours annual professional services and training	• 8 hours initial training during onboarding • 6 hours annual professional services and training
Analytics Pro Modules	**Additional Add-on modules are available to expand your DataZone analytics experience and support.** Pro Modules include: • Additional Local Assessment data (beyond the 4 local assessments included in the Analytics Packages) • Non-standard local assessments - This would include developing, processing, and loading non-standard local assessments or assessments that are specific to District. • Access to PowerBI data set and workspace with the ability to create and publish District visualizations. • Access to and use of DZ Assessment App - to allow district/school users to directly input student scores into the data warehouse in order to be stored in one place and visualized. • Access to Social Emotional Learning survey instrument and visualizations • Custom Professional Learning & Training packages	

5. Articulation of Monies/Compensation

Pricing Schedule

Description	Frequency	Amount
Start-up Fee	One-time	$10,000

Start-up fee covers the following:

- Initial connections and dashboard fitting for District student information system (SIS)
- Initial integrations and dashboard fitting for standardized assessments including SBAC and ELPAC
- District-branded analytics platform
- Connection to District directory services (e.g., Microsoft Active Directory) for user authentication
- Role-based authentication
- District DataZone System Administrator training
- District implementation planning and leadership staff training, 8 hrs (Train-the-Trainer Model)

Package Type	FY 22-23	FY 23-24	FY 24-25
Educator Analytics – TK-8	$3.50	$4.00	$4.00
Educator Analytics – 9-12	$4.00	$4.50	$4.50

Pro Modules:	
• SEL *(Social Emotional Learning Survey & Analytics)*	$0.50 per student (per ADA enrollment)
• PowerBI	$0.50 per student (Min $2000)
• Standard Local Assessment *(beyond the 4 standard assessments provided in Educator Analytics)*	$0.25 per student/assessment
• Custom Integration *(for non-standard SIS or Local Assessments)*	Based on Statement of work
• Professional Services + Training	Based on Statement of work

Fee Structure

District Name: Alum Rock Union School District

	Per Student Fee	# of Enrolled Students	Total Amount
Educator Analytics[1] – TK-8	$3.50	9,971	$34,898.50
Educator Analytics – 9-12	$4.00		
Add-on Pro Modules SEL Survey & Analytics			
PowerBI			
Add'l Local Assessments: _____			
Custom Integrations *Description:*			
Total Amount		9,971	$34,898.50

District Billing Contact

NAME: Accounts Payables

ADDRESS: 2930 Gay Ave, San Jose, CA 95127

E-MAIL: accounts.payables@arusd.org

PHONE: (408) 928-6852

[1]For budgeting purposes, "District Enrollment" is the most current CBEDS enrollment data available here: https://dq.cde.ca.gov/dataquest/page2.asp?level=District&subject=Enrollment&submit1=Submit

Annual fees will be invoiced each year based on the **actual number** of students in DataZone on the first Thursday in October.

6. Other Terms

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

6.2. Billing & Implementation Schedule:

1. Upon receipt by SCCOE of signed DataZone Data Warehouse Services Agreement and Data Sharing Agreement (DSA), an invoice will be issued to District for all one-time fees. Invoice is due and payable within 30 days of invoice date.
2. Initial project planning for implementation of District DataZone (scheduling, team information, etc.) will begin immediately upon receipt by SCCOE of signed service agreement. SCCOE and District teams will create a comprehensive project plan with mutually agreed upon start date (*Phase I Start Date)* for all major implementation tasks. This date will be determined based on SCCOE and District resource availability, District schedule, and any identified technical issues to be addressed before the project is fully underway. SCCOE's goal in working with District to determine the *Phase I Start Date* is to create the conditions under which District will have fully functioning dashboards no later than 90 days after *Phase I Start Date.*
3. Major implementation tasks including SIS connection, data validation, and dashboard fitting will begin as of the *Phase I Start Date.*
4. Annual fee for the first year of DataZone services will be due and payable 90 days after *Phase I Start Date.*
5. Annual fee for the first year of DataZone services will be pro-rated based on the percentage of the fiscal year remaining from the due and payable date until June 30th of that fiscal year. The billing period of any subsequent year of DataZone services shall be the corresponding fiscal year beginning July 1st.
6. SCCOE shall provide by March 31st of each fiscal year a courtesy notice for budgetary purposes providing estimated billing for the upcoming fiscal year's DataZone services. Any modifications are addenda to the original service agreement will be included with the March 31st courtesy notice.
7. Annual fees will be invoiced each year based on the **actual number** of students in DataZone on the first Thursday in October.

7. Service Level Agreement (SLA)

This SLA is provided in the spirit of partnership, with the understanding that SCCOE's DataZone exists to support student and district success, and to that end, SCCOE is committed to ensuring that DataZone will be available when needed and that it will perform at the highest possible level.

Measurement	Definition	Performance Target
Platform Availability Percent	The percent of time that DataZone is available. (Unavailable time *includes scheduled downtime* during low impact hours.)	95%
Application Response Time	The time for the DataZone application to process query.	Dashboards vary greatly in metrics used and complexity; also, acceptable response time is highly subjective. However, SCCOE will constantly monitor DataZone and will tune hardware & application configurations as required to ensure the best possible user experience.
Problem Response Time	The time required for a user to receive a response after reporting a problem to the DataZone Support.	Help Desk hours are 7am-5pm Monday-Friday. 1-High Priority calls (i.e., no access): *Respond within one business hour* 2-Normal Priority: *Respond within one business day*

8. Insurance/ Hold Harmless

8a. **Indemnification/Liability:** 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.

8b. **Insurance.** Each Party shall, at its expense, carry the following insurance during the Term and for a period of at least one year thereafter:

a) Commercial general liability insurance with limits of not less than $500,000 per occurrence and $1,000,000 in the aggregate, including for bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring activities of SCCOE under this Agreement;

b) Workers' compensation and employers' liability insurance with limits to conform with the greater of the amount required by applicable law or $1,000,000; and

c) Errors and Omissions/Professional Liability insurance with limits no less than $500,000 per occurrence and $1,000,000 in the aggregate.

All insurance policies required pursuant to this Section shall: (a) be issued by insurance companies reasonably acceptable to both Parties; (b) provide that each Party give at least 5 days' prior written notice of any cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, the Party shall have new insurance policies in place that meet the requirements of this Section; (c) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of SCCOE or LEA (as applicable) shall be excess and non-contributory; and, on the Commercial General Liability policy, name the insured Party respectively (i.e., LEA names SCCOE and SCCOE names LEA) and its affiliates, including, in each case, all successors and permitted assigns, as additional insureds. This Section shall not be construed in any manner as waiving, restricting or limiting the liability of either Party for any obligations imposed under this Agreement (including any indemnification obligations).

Each Party agrees to provide its insurance broker(s) with a copy of these insurance provisions and provide the other Party on or before the Effective Date of this Agreement, Certificates of Insurance for all required insurance and shall not do anything to invalidate such insurance. All Certificates of Insurance for LEA shall be sent to (email is sufficient) NAME (EMAIL) TITLE. All Certificates of Insurance for SCCOE shall be sent to (email is sufficient), Rocio Palacios (rpalacios@sccoe.org) SCCOE Administrative Assistant.

9. Duration of Service Agreement

This Service Agreement begins on FY2022.

1. Service Agreement automatically renews on the date the agreement was signed.

2. Service Agreement may be periodically or annually updated to incorporate changes upon mutual agreement of the parties.

10. Termination

Either LEA or the SCCOE may terminate this Service Agreement with or without cause upon sixty (60) days advance written notice to either party.

Upon termination of this Agreement by either party, SCCOE will ensure that all District data is purged within 90 days from all SCCOE systems, including but not limited to production, development, and archival systems.

11. Approvals

This Service Agreement shall become effective upon its approval and signature by the authorized officers:

SCCOE:	***LEA*:**
By: _____	By: _____
Signature of Authorized SCCOE Official	Signature of Authorized District Party
Name: _____	Name: Dr. Hilaria Bauer
Title: _____	Title: Superintendent
Date: _____	Date: _____
Address: _____	Address: 2930 Gay Ave, San Jose, CA 95127
_____	_____
Phone: _____	Phone: _____
Email: _____	Email: hilaria.bauer@arusd.org

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 10547

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

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

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

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

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

Name of Individual/Company: Santa Clara County Office of Education

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

Phone: ( ) Email: cfrese@sccoe.org

SSN: _____ Fed I.D. #: 77-0272168

CONTRACT TERM: start dates August 1, 2022 end date June 30, 2025

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

SCCOE will continue to implement a wellness center at Aptitud Academy at Goss to provide students timely and accessible prevention and early intervention mental health services as well as an inclusive and equitable wellness support that will lead to positive school outcomes.

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:** $_____

Describe other related costs: No Cost

BUDGET CODE: 060-7085-0-5815-00-1110-1000-000070-061-7085 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 06 / 28 / 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 Elementary School District – Aptitud Community Academy at Goss

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 Elementary School District – Aptitud Community Academy at Goss (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 terms, responsibilities, and commitments of each Party regarding the participation, co-investment, and joint implementation of a school-based Wellness Center. Within this partnership, the SCCOE will:

- Provide staffing for the Wellness Center.
- Partner with the Agency to provide infrastructure to support the Wellness Center program implementation.
- Provide access to organizations that provide professional development and/or group services to students on school campus.
- Provide technical assistance and support.
- Provide support to the Agency to develop, implement, and/or expand a wellness model that can be sustained through braiding of funding sources and generation of revenues via LEA Medi-Cal and Commercial Billing.

The SCCOE and the Agency agree to the stated roles and responsibilities under Section 3, as it relates to the Wellness Center being established on the following campus: Aptitud Community Academy at Goss.

The purpose of this partnership is to provide students with timely and accessible prevention and early intervention health and wellness services, preventing mental health and wellness issues from exacerbating in intensity and impact. The Wellness Center is one component of a "whole child approach" to supporting students and to bringing the vision of schools as centers of wellness to life. The Wellness Center will work within the Multi-Tiered System of Support model to provide a continuum of care, supporting universal prevention for all students (Tier 1), targeted prevention for some students (Tier 2), and individualized prevention for few students (Tier 3). The services provided will reflect the needs of the individual school and school district. Services will be culturally appropriate and will include coordination of services and linkages to community-based organizations.

2. Goals

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

The Wellness Center initiative supports all of the SCCOE's goals. The SCCOE will provide county-wide leadership in establishing the Wellness Center model in schools across Santa Clara County.

3. Responsibilities

3.1. The Agency Responsibilities:

Facilities

- The Agency agrees to provide facility space for the operation of the school-based Wellness Center, as follows:
  - A designated Wellness Center space for drop-in services that is at least 10' x 12' in size, such as a classroom, conference room, etc. The Agency designates Room B5 as the drop-in space.
  - A designated Wellness Center confidential office space with a closeable door that is at least 7' x 8' in size, to be used for the provision of counseling and other health and wellness services provided by the SCCOE. The Agency designates Room B5 (pod) as office space for the purposes of providing confidential services.
  - The Agency shall either designate space for group services or provide access to space for group services rendered by the SCCOE and/or by its contracted partners. The space for group services shall be at least 10' x 10' in size and must be different from the drop-in space. If designating space for the provision of group services, the Agency designates Room Room B5 (pod).
  - If the Agency is unable to designate Wellness Center drop-in space, confidential office space, and/or group services space as outlined above, with written agreement from the SCCOE, the Agency may choose to utilize a removable structure on campus (e.g., pod, removable room; see Appendix A) that meets the aforementioned criteria.
    - The Agency may elect to purchase the removable structure, or they may elect to have the SCCOE order the removable structure, in accordance with the options listed below.
      - **Option 1 - The Agency will provide the removable structure(s)**.
      - **Option 2 - The SCCOE will provide the removable structure(s) AND** upon execution of the MOU, the Agency elects to receive an invoice for the amount articulated in Section 5 of this agreement ("Articulation of Monies"). Funds will be used for the purpose of purchasing the removable structure(s) (e.g., pod, removable room) for the Wellness Center drop-in space, confidential office space, and/or group services space. The Agency will remit payment within 30 days of receiving the invoice. All structures purchased will be the sole property of the Agency.

- The Agency agrees that:
  - The designated facilities shall be used for the sole purpose of Wellness Center operations.
  - The designated facilities shall not be used by any other programs or staff without consent from the SCCOE.
  - The designated facilities shall not be changed, nor shall SCCOE staff be displaced, without consent from the SCCOE.
  - The designated facilities shall be empty and free of all storage materials, furniture, and traditional classroom items, such as student desks and textbooks, not expressly stated in the furniture and equipment agreements below.

- The Agency will provide SCCOE Wellness staff with keys, as follows:
  - Three (3) keys to each of the designated spaces on campus.
  - Three (3) keys, or an access code, to access the campus if there are locked gates and/or doors.
  - Three (3) keys for access to the staff restroom.
  - Three (3) keys for any other locked spaces on campus that Wellness staff will need to access, such as a staff resource room, mailbox, and/or lockable cabinets within the designated spaces.
  - Key(s) on an as-needed basis for shared space utilized for the provision of group services, if the Agency

is not designating a space for the provision of group services.
  - Note - One (1) copy of each key shall be assigned as follows: Mental Health School Wellness Specialist, Wellness Center Liaison, and Wellness Supervisor.

- Failure or delay in the provision of Wellness Center workspaces may result in a delay of the opening of the center.

Furniture & Equipment

- The Agency is responsible for providing furniture for the Wellness Center's drop-in space and confidential office space, as well as for providing SCCOE Wellness staff with the operational materials outlined below. The Agency may elect to provide all furnishings, or they may elect to have the SCCOE order furniture, in accordance with the options listed below.
  - **<u>Option 1</u> - The Agency will provide the following:**
    - (1) Wellness Center mailbox on campus
    - (2) Operational landlines, each with a telephone
    - (2) Lockable file cabinets, each with a key
    - (2) Adjustable staff office desks
    - (2) Adjustable staff office chairs
    - (1) Projector
    - District internet connectivity
    - Quantities for the following items will vary, based on space and site needs. Items listed below have approximate quantities indicated - see Appendix B for examples.
      - Round table
      - (3-4) Student chairs (to accompany round table)
      - Tables for student stations/tabletop activities
      - (5-10) Student chairs (to accompany tables)
      - (3-5) Flexible seating options for students
      - (5-8) Soft seating options for students
      - (5-8) Floor chairs with back support
      - (5-8) Floor cushions
      - (3-4) Rugs (solid color and/or muted pattern)
      - (2-3) Bookshelves
      - (2-3) Furniture items that help divide the space and create separation between stations (e.g., 6-cube storage shelf)

    <u>Note</u>: In order to ensure that the Wellness Center is a physically and emotionally safe space for all students, traditional couches are prohibited.

  - **<u>Option 2</u> - The Agency will provide:**
    - (1) Wellness Center mailbox on campus
    - (2) Operational landlines, each with a telephone
    - (2) Lockable file cabinets, each with a key
    - (2) Adjustable staff office desks
    - (2) Adjustable staff office chairs
    - (1) Projector
    - District internet connectivity

    AND
    - Upon execution of the MOU, the Agency elects to receive an invoice for the amount articulated in Section 5, "Articulation of Monies", of this agreement. Funds will be used for

the purpose of purchasing furniture for the Wellness Center drop-in space and/or confidential office space. If the Agency elects not to provide adjustable office desks and adjustable office chairs, or if any of the furniture and/or equipment is not compliant with workspace regulations as determined by the SCCOE, the SCCOE will notify the Agency. The Agency will have no more than five (5) days to address the concern; if not addressed, the SCCOE may order these items and the Agency may be invoiced for the costs. The Agency will remit payment within 30 days of receiving the invoice. All furniture purchased will be the sole property of the Agency.

- Delay in the provision of Wellness Center furniture and equipment may result in a delay of the opening of the center.
- Any furniture the SCCOE provides beyond the required furnishings listed above shall be the sole property of the SCCOE.

Group Services & Contracted Providers

- The Agency agrees to allow SCCOE to bring contracted service providers on site for the provision of Tier 1, Tier 2, and/or Tier 3 health and wellness services. Standards for partnership with contracted providers will be assured, in accordance with Section 3.2 of this agreement.
- The Agency shall notify SCCOE Wellness staff each time SCCOE contracted providers come on site for the provision of services and shall direct contracted providers to check in with SCCOE Wellness staff upon their arrival.

Operational Support

- The Agency will provide SCCOE Wellness staff with access to the site resources and materials made available to other school staff members, including:
  - High volume printer
  - Photocopier
  - Fax machine
  - Lamination machine
  - Lamination film
  - Paper: butcher paper, colored paper, printer paper, etc.
  - Adopted Social Emotional Learning (SEL) curriculum
  - The Agency will provide SCCOE with access or print cards needed to operate these resources, as applicable.
- The Agency may choose to purchase additional wellness related tools, materials, and supplies for the drop-in space and/or confidential office space, at its discretion.

Partnership & Collaboration

- The Agency will ensure that at least one district leader participates in a Community of Practice or Work Group facilitated and/or hosted by the SCCOE's Youth Health and Wellness Department.
- The Agency will ensure that the school principal (or designee) and at least one district administrator participates in a quarterly Wellness Center leadership team meeting.
- The Agency will allow faculty meeting, grade level/department meeting, or other meeting time for ongoing professional development and/or presentations to staff related to matters of youth health and wellness, including:
  - Time at the beginning of the year to do a Wellness Center introduction and overview.

- Two to three (2-3) professional development sessions throughout the school year facilitated and/or hosted by SCCOE Wellness staff (topics to be determined based upon site needs).

- The Agency will ensure SCCOE Wellness staff receive all school communication, including but not limited to staff memos, family newsletters, school-wide communication, and invitations to staff meetings.
- The Agency will provide SCCOE Wellness staff with a school site calendar that includes staff meetings and events (e.g., all staff meetings, professional development days) and family/community meetings and events (e.g., Back-to-School events, Open House, Cafecitos).
- The Agency will provide opportunities for SCCOE Wellness staff to participate in community events, which may include Principal's Coffees, Back-to-School Night, Open House, etc.
- When referring a student to the Wellness Center for direct services, the Agency will provide a copy of a signed Release of Information (ROI) that allows information to be exchanged between the Agency and the SCCOE, thereby increasing partnership and collaboration.
- The Agency will immediately report any personnel, safety, and/or major operational concerns to the SCCOE Wellness Supervisor.

Data & Technology

- The Agency will provide district internet connectivity to Wellness Center facilities and devices.
- The Agency will provide each SCCOE Wellness Center staff member with a district email address within three to five (3-5) days of their SCCOE-issued start date. Failure or delay in the provision of a district email address may result in a delay of the opening of the center.
- The Agency will provide each SCCOE Wellness Center staff member with access to the district's Student Information System (SIS) within three to five (3-5) days of their SCCOE-issued start date. Failure or delay in the provision of SIS access may result in a delay of the opening of the center.
- The Agency will include SCCOE Wellness staff on all relevant email distribution lists, including 'all staff'.

3.2. The SCCOE Responsibilities:

Human Resources

- The SCCOE will provide staff to supplement, expand, and/or fill existing gaps in staffing. In accordance with the SCCOE Wellness Center model, the SCCOE may provide the following site-based Wellness staff members:
  - School Mental Health Wellness Specialist (1.0 FTE)
  - Wellness Center Liaison (1.0 FTE)
- For specific roles and responsibilities, please refer to the corresponding job description listed on the SCCOE's website.
- SCCOE Wellness staff's work week is Monday through Friday for a total of five (5) days per week, not including holidays and breaks.
- SCCOE Wellness staff may work special events, such as Back-to-School Night and Open House, and/or may host community events outside of the traditional work schedule with permission from their SCCOE supervisor.
- The SCCOE will provide an employee calendar to the site principal for each Wellness staff member. The employee calendar will be informed by the Agency's calendar and shall be developed in accordance with

SCCOE observed holidays.

- SCCOE Wellness staff work eight (8) hours per day. Staff break and lunch periods will be adhered to as outlined in the respective collective bargaining agreement. Please refer to the corresponding contract/agreement listed on the SCCOE's website.
- All Human Resources matters, including staff evaluations, will be addressed by the SCCOE supervisor in accordance with the SCCOE and the unit member's respective collective bargaining agreement. Please refer to the corresponding contract/agreement listed on the SCCOE's website.
- The SCCOE will provide supervision, evaluation, professional learning, and monthly team meetings to Wellness staff in order to assure that staff:
  - Implement SCCOE's Wellness Center model and framework in collaboration with the school site.
  - Maintain professionalism with students, families, and colleagues.
  - Maintain confidentiality of student matters.
  - Adhere to legal and ethical practices.
  - Provide leadership to coordinate and collaborate with other partners and service providers, including those on the school campus and those off-site.
  - Follow procedures that ensure the school is able to generate revenue for behavioral health services provided, thereby supporting the sustainability of the program.
- SCCOE Wellness staff will work in partnership with existing site and/or district-based mental health and community outreach personnel in order to coordinate and leverage resources and support for students, families, and community.
- SCCOE Wellness staff will be available for crisis support on the school campus. At the SCCOE's discretion, Wellness staff may temporarily be assigned to assist with crisis response efforts off-site.

Furniture & Equipment

- Depending on the Agency's decision in Section 3.1 of this agreement ("The Agency's Responsibilities"), the SCCOE will provide the following furniture for Wellness Center staff:
  - (2) Lockable file cabinets, each with a key
  - (2) Adjustable staff office desks
  - (2) Adjustable staff office chairs
  - (2) Staff computers
  - (2) Staff desktop monitors
  - (2) Staff keyboards
  - (2) Staff computer mice
  - (1) Projector
  - (1) Wellness Center printer
  - SCCOE internet connectivity
- Furniture shall meet SCCOE workspace expectations set forth in the respective collective bargaining agreement. Please refer to the corresponding contract/agreement listed on the SCCOE's website (https://www.sccoe.org/depts/human-resources/lists/contracts%20and%20agreements/allitems.aspx).
- All furniture purchased by the SCCOE will be the property of the SCCOE.

Operational Support

- The SCCOE will purchase an initial Wellness Center toolkit consisting of regulation tools, such as fidgets.
- The SCCOE may provide a Social Emotional Learning (SEL) curriculum, to be utilized by SCCOE Wellness

staff. If the Agency has an adopted SEL curriculum, SCCOE Wellness staff will utilize this curriculum and may use SCCOE provided supplemental curriculum to expand upon support and/or target specific needs.

- The SCCOE will establish partnerships with community-based organizations, such as those who provide non-traditional therapeutic modalities, in order to expand the school site's existing wellness continuum of care. Standards for partnership will be assured through the establishment of a Professional Services Agreement, which entails insurance verification, criminal background check, verification of mandated reporter training, and Tuberculosis screening.

Data & Technology

- The SCCOE will provide each SCCOE Wellness staff member with access to the SCCOE's Electronic Health Record (EHR) system (i.e., Welligent).

Program Evaluation

- The SCCOE will conduct an evaluation of program effectiveness that utilizes program data (i.e., formative and summative data collected via surveys and assessment, referral, case management, and direct service data) to fulfill grant or funding requirements and obtain additional funding for sustainability of the Wellness Center program.

Insurance Billing

- The SCCOE will provide service free of charge to students, in accordance with the law. Students may not be charged a co-pay or fees by the SCCOE or by their insurance provider.
- The SCCOE will claim reimbursement for services rendered. Claims will be submitted to available health insurances, including Medi-Cal, Managed Care Plans, and Commercial Health Plans, in accordance with federal, state, and local policy, and with consent from the caregiver/parent, where applicable.
- The SCCOE will work in partnership with the Agency to ensure that billing completed by the SCCOE will not impact any billing being done by the Agency and/or school site.

Professional Learning Opportunities

- The SCCOE will provide technical assistance to school site and district staff related to Wellness Center implementation.
- The SCCOE will offer professional learning opportunities to school site and district staff, such as Communities of Practice and Work Groups.
- The SCCOE will provide professional learning opportunities for staff at school sites with an SCCOE Wellness Center and at other school sites as well.
- The SCCOE will provide technical assistance to school sites/districts interested in implementing and/or expanding their Wellness Centers, when requested and contingent upon SCCOE capacity.

Santa Clara County Student Wellness Advisory Group (SWAG)

- The SCCOE will establish a county-wide advisory group. The advisory group will be composed of students ages 12-24 attending various schools throughout the County of Santa Clara.
- The SCCOE will conduct an annual recruitment of SWAG members.
- The SCCOE will facilitate monthly meetings for SWAG members. Meetings will occur outside of the instructional day.
- The SCCOE SWAG will:

- Develop youth leadership, with a specific focus on mental health, wellness, and peer supported activities.
- Provide feedback and input regarding the overall direction of Youth Mental Health and Wellness initiatives throughout Santa Clara County.
- Develop Mental Health & Wellness and Wellness Center messaging and collateral for public usage.
- Participate in advocacy and outreach via policy events, activities, social media, and photo and video campaigns related to Mental Health & Wellness and the Santa Clara County for School Wellness Centers Initiative for public usage.
- Lead youth groups, forums, and activities.

3.3. Shared Responsibilities:

Partnership & Collaboration

- The Agency, including the site principal, will participate in at least three (3) planning sessions with SCCOE Wellness leadership prior to SCCOE Wellness Center staff beginning on campus, or until the needs assessment, asset mapping, staff onboarding and integration plan, and continuum of care are completed in partnership.
- The Agency, including the site principal and any site-based mental health providers (e.g., school counselor, psychologist, social worker), will participate in at least three (3) planning sessions with SCCOE Wellness leadership and SCCOE Wellness Center staff prior to the opening of the school's Wellness Center, or until the referral pathway, youth advisory planning, and roll out plan are completed in partnership.
- During the first two months of implementation, the Agency, including site principal (or designee) and any site-based mental health providers (e.g., school counselor, psychologist, social worker), SCCOE Wellness leadership, and SCCOE Wellness Center staff will meet as a Wellness Team on a weekly basis.
- After the first two months of implementation, the Agency and the SCCOE will determine the frequency of Wellness Team meetings, with at least a monthly meeting occurring between site principal (or designee), site-based mental health providers (e.g., school counselor, psychologist, social worker), and SCCOE Wellness Center staff.
- Both the Agency and the SCCOE will develop a plan to integrate SCCOE Wellness staff into their respective school site, inclusive of site-based staff meetings, site-based student support teams (e.g., MTSS, COST, SST, ISS, PBIS), referral meetings, School Link Services work, and other school activities and meetings related to student mental health and wellness.
- Extended day Wellness staff support, such as for evening family/community engagement events, may be requested and is possible, pending funding, staff availability, and approval from the SCCOE Wellness Supervisor.

Youth Advisory Group (YAG)

- The Agency and the SCCOE will work collaboratively to develop and co-facilitate a site-based Youth Advisory Group (YAG), in alignment with the criteria below:
  - Provide opportunities to develop youth leadership, with a specific focus on mental health, wellness, and peer supported activities.
  - Ensure YAG feedback and leadership informs the activities and services provided by the Wellness Center.
  - Provide evidence of how site-based youth voice shapes opportunities for student and community

support within the Wellness Center.
- Provide YAG with opportunities to co-develop Wellness Center messaging and collateral.
- Provide opportunities for YAG members to communicate in advocacy and outreach through participation in policy events, activities, social media, and photo and video campaigns related to Mental Health & Wellness and the Santa Clara County for School Wellness Centers Initiative.
- Provide opportunities for youth-led groups, forums, and activities.

Communications & Media Agreements

- During the course of the agreement, media opportunities may arise for the SCCOE, the Agency, and students, including the general student body, YAG members, or SWAG members. Media may be produced by the SCCOE; students participating in the YAG, SWAG, or school Wellness Center activities; or it may be produced by external organizations. This section outlines the agreements as it relates to media opportunities.
  - The Agency and SCCOE Wellness staff may recruit students to participate in media opportunities for the purposes of publicizing Office of Education programs, publicizing Office of Education partnerships, developing educational materials, or reporting on events of community interest.
  - The Agency and the SCCOE agree to notify each other of video marketing opportunities related to school-based Wellness Centers prior to production.
  - The SCCOE will ensure written consent by the parent/guardian will be obtained by the SCCOE or the organization producing the content for all students under 18 years of age in advance of production.
  - The Agency and the SCCOE agree that production may occur on campus during the instructional day at mutually agreed upon times.
  - The Agency and the SCCOE agree that production occurring on or off the school site outside of the instructional day requires only caregiver/parent consent.
  - The SCCOE agrees to provide the Agency an opportunity to preview any SCCOE video production related to Wellness Centers it produces prior to public release.
  - The Agency and the SCCOE agree and understand that media production developed by parties external to this agreement may not be previewed prior to public release.

3.4. Delivery of Services and Use of Resources:

- The Wellness Center will remain open during school hours, Monday through Friday, at minimum.
- Hours of operation may be expanded upon at the discretion of the SCCOE, based on funding and capacity. If hours of operation are expanded, the SCCOE will provide a revised Wellness Center schedule to the Agency.
- The Wellness Center will open on the first day of school and will remain open until the last day of school, at minimum.
- Extension beyond the school year is possible, pending funding and written agreement between the Agency and the SCCOE.
- Wellness Center services and supports are intended to be provided in-person on campus, though they may need to be provided remotely, depending on the continued impact of the pandemic and/or any school closures. Any adjustments shall be made at the discretion of the SCCOE.

4. Duration of Agreement

This Agreement begins on August 1, 2022 and ends on June 30, 2025.

This three (3) year agreement is subject to change based on funding availability.

5. Articulation of Monies/Compensation

The Agency will pay an amount not to exceed what is selected and outlined in Section 5.1 ("Facilities") and Section 5.2 ("Furniture & Equipment") of this section.

5.1. Facilities Cost

According to Section 3.1 "Facilities", the Agency has selected:

☐ **Option 1: In-Kind** The Agency will provide the removable structure(s). All structures are the sole property of the Agency.	☐ **Option 2** The SCCOE will provide the removable structure(s) **AND** the Agency elects to receive an invoice for items, to be paid within 30 days of receipt. All structures purchased will be the sole property of the Agency. **Cost to the Agency not to exceed: $25,000** per removable structure
☒ Not applicable (designated rooms have been identified within Section 3.1 of this MOU)	

5.2. Furniture & Equipment Cost

According to Section 3.1 "Furniture & Equipment", the Agency has selected:

☒ **Option 1: In-Kind** The Agency will provide all furniture and equipment, as outlined within Option 1 of Section 3.1. All furniture and equipment is the sole property of the Agency.	☐ **Option 2** The Agency will provide the furniture and equipment as outlined within Option 2 of Section 3.1 **AND** the Agency elects to receive an invoice for furniture and equipment purchased by the SCCOE, to be paid within 30 days of receipt. All furniture and equipment will be the sole property of the Agency. **Cost to the Agency not to exceed: $35,000**

6. Data Collection & Sharing

6.1. Data Collection

The Agency:

- The Agency will collect Tier 1, Tier 2, and Tier 3 personally identifiable (PII) and de-identified data for the purposes of program evaluation and grant reporting. The Agency may elect to utilize SCCOE's forms and tools for data collection, or they may elect to use their own forms and tools.
    - If the Agency elects to use its own forms and tools, the Agency will collect the following data elements: Referral Reason, Organization, Program, Tier, Coordinator Services, Referred By, Status, Date Initiated, Date Referred, Service, Close Date, Event Type, Location, SSID, Grade, District, Gender, Age, SPED, Ethnicity, SED, FY, Migrant, School, Student Date of Birth (Age), Student Last Name, First

Initial, Date and Time of Service, District ID Number.

- The Agency may be asked to administer a Social Emotional Learning (SEL) survey to all students in grades 3 and above. If requested, and if the Agency is not currently administering a SEL survey, the Agency agrees to administer SCCOE's DataZone SEL Survey questions.
- The Agency agrees to distribute the SCCOE Wellness Center Program feedback survey to students, caregivers, and teachers/administrators via hard copy forms and/or electronically (i.e., through the Agency's established e-communication channels, such as listservs) and shall report aggregated results back to the SCCOE on a yearly basis.
- The Agency will collect student insurance information. This data will be collected in preparation for the upcoming policy changes that will allow schools to bill Medi-Cal, Managed Care Plans, and Commercial Health Plans.
- The Agency will transfer all information to SCCOE in a secure manner; SCCOE staff will provide further directions to the Agency on how to do this.

The SCCOE:

- The SCCOE will collect and store personally identifiable (PII) student data in relation to Tier 1, Tier 2, and Tier 3 services and/or supports provided by the Wellness Center, as well as student data extracted from the DataZone Data Warehouse, in the SCCOE's Electronic Health Record (EHR) System (i.e., Welligent), in accordance with state and federal regulations. SCCOE site staff will only have access to records for students that are at their site. SCCOE Wellness Team (leadership) will have access to all records stored in Welligent.
  - Data elements collected by SCCOE staff include: Referral Reason, Organization, Program, Tier, Coordinator Services, Referred By, Status, Date Initiated, Date Referred, Service, Close Date, Event Type, Location.
- The SCCOE will collect and store personally identifiable (PII) student feedback data in relation to visits at the Wellness Center's Calming Space for the purposes of understanding student satisfaction and impact on mood.
- The SCCOE will distribute and collect feedback surveys for events, activities, and professional development opportunities provided by the SCCOE staff and its contracted providers.

6.2. Data Sharing

- The SCCOE and the Agency will adhere to legal and ethical data management practices in relation to privacy and security.
- The Agency will share data collected with the SCCOE, using templates or data file formats approved by the SCCOE on a basis consistent with grant reporting requirements.
- Both parties will provide an aggregate report of the data collected to each other on a semesterly basis.
- The SCCOE and the Agency, with additional data sharing agreements, may develop file extracts that allow the Agency to pull Wellness Center data obtained by the SCCOE into the Agency's Student Information System (SIS) and the SCCOE to pull Wellness Center data obtained by the Agency into Welligent, Service Link App (SLS App), or DataZone Data Warehouse.
- The Agency agrees to share data collected or stored in the Data Warehouse and the SLS App, including personally identifiable (PII) student data and/or de-identified student data, with the SCCOE Research and

Evaluation Team for the purposes of program evaluation and development of aggregated reports examining the correlations between school Wellness Center services and educational indicators including: Attendance, Grades, Suspension, Drop Out, Test Scores.

- The Agency agrees to the SCCOE sharing any data elements mentioned in this agreement with federal, state, and local funders based on the grant or funding agreement.
  - The SCCOE will provide an opt out option to students and caregivers in the SCCOE Consent Form.
  - The SCCOE will track students who opt out in Welligent.
  - The SCCOE will omit data for students who have opted out in the reports it provides to federal, state, and local funders.
  - The SCCOE may share data with agencies, including but not limited to: The Mental Health Services Act Oversight Commission, the California Department of Education, Managed Care Plans.
  - Data shared may be personally identifiable (PII) student data and/or de-identified student data, depending on grant or funding agreements.
- The Agency grants permission to the SCCOE to access and/or use personally identifiable (PII) student data stored in the SCCOE DataZone Data Warehouse and School Linked Services App for the following purposes:
  - An extract from the Data Warehouse to be loaded into Welligent (and reside on Welligent's server) for all currently enrolled students, with daily updates for added/dropped students. This will be done to ensure data quality (e.g., input errors or lack of knowledge of student ID), and to support coordination of care. Data elements sourced from the SCCOE Data Warehouse include: SSID, First Name, Last Name, Grade, District, Gender, Age, SPED, Ethnicity, Race, SED, FY, Migrant, English Language Status, Enrollment Start Date, Enrollment End Date, Attendance (%), Course Schedule, Graduation Status, Homeless Program, Parents Name, District ID #, Student Date of Birth, Student Mailing Address, Primary Language, School District, School Site, Suspensions, Expulsions, Drop out rates.
  - The Agency will grant permission to the SCCOE to access and/or use personally identifiable (PII) and de-identified student data stored within the School Linked Services App for the purposes of program evaluation and/or grant reporting. Data elements include: Referral Reason, Organization, Program, Tier, Coordinator Services, Referred By, Status, Date Initiated, Date Referred, Service, Close Date, Event Type, Location, Health Insurance, Sexual Orientation. The SCCOE will implement role permissions to ensure that the level of PII data to SCCOE is limited to what is needed for completion of their roles and responsibilities. The following access will be provided:
    - Mental Health & Wellness Specialist/ Wellness Center Liaisons - Will have access to PII services data and records for students they directly serve and access to educational records to all students at the sites they serve.
    - Director - Youth Health and Wellness, Coordinators- Social Emotional Wellness, and Managers - Social Emotional Wellness will have access to PII data for all students receiving services by staff under their direct supervision and all educational data at the sites served.
    - Senior Research Analyst assigned to prepare and submit reports and conduct program evaluation will have access to PII data for all students. PII data will not be linked with clinical records of students served through the Wellness Center.

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon a ninety (90) day advance written notice to the other Party. Upon termination, SCCOE Wellness staff will need at least ten (10) days specifically allocated to closing cases and connecting students and families with other providers.

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

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.

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: _____

Title: _____

Date: _____

Address: _____

_____

Phone: _____

Email: _____

***(Enter Agency Name)*:**

By: _____
Signature of Authorized Agency Official

Name: Hilaria Bauer, Ph.D.

Title: Superintendent

Date: _____

Address: 2930 Gay Ave

San Jose, CA 95127

Phone: (408) 928-6822

Email: hilaria.bauer@arusd.org

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

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

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

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

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

Name of Individual/Company: SCCOE - Migrant Education

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

Phone: (_____) Email: mmanriquez@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates August 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.)

SCCOE Regional Migrant Program will support ARUSD with supplemental services such as outreach to students & families and with participation of school services including intervention, programs, parent meetings, workshops & on-site/virtual learning programs.

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

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

____ b. **Other:** $"No Cost" to ARUSD - SCCOE will compensate ARUSD in the reimbursement of

Describe other related costs: approved expenses up to $12,000.

BUDGET CODE: _____ _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 7/6/22

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

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Santa Clara County Office of Education

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

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in the Migrant Education Program.

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:

Provide interventions supplemental to LEA after-school, before school, or Saturday School programs.

3.2. The SCCOE Responsibilities:

4. The region will invite Alum Rock School District students to services provided by the region.
5. The region will provide support with 1 recruiter with at least .2 FTE.
6. The region will provide administrative support from the director, manager, ID&R supervisor, Data Specialist, and Administrative Assistants.

6.1. Shared Responsibilities:

6.2. Delivery of Services and Use of Resources:

Ongoing throughout the school year.

7. Duration of Agreement

This Agreement begins on August 1, 2022, and ends on June 30, 2023

8. Articulation of Monies/Compensation

SCCOE will compensate Alum Rock School District in the reimbursement of approved approximate expenses below in accordance with the MEP Fiscal Handbook:

A total of $12,000 for intervention supports to migrant students.

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9. Total amount of the MOU for MEP expenditures will not exceed $12,000

10. 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

11. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon Nonadherence to the MEP Fiscal Handbook with advance written notice to the other Party.

12. Other Terms

12.1. **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.

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

12.3. **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.

12.4. **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.

12.5. **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.

12.6. **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.

12.7. **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.

13. 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

Santa Clara County Office of Education

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.

14. 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.

15. 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.

SCCOE:

By: DocuSigned by: Rigoberto Elenes — Signature of Authorized SCCOE Official

Name: Rigoberto Elenes

Title: Director III, Migrant Education

Date: 7/7/2022 | 1:13 PM PDT

Address: 1290 Ridder Park Drive
San Jose CA 95131

Phone: 669-212-8605

Email: RElenes@sccoe.org

***Alum Rock School District*:**

By: _____ Signature of Authorized Agency Official

Name: Hilaria Bauer, Ph.D.

Title: Superintendent

Date: _____

Address: 2930 Gay Ave.
San Jose, CA 95127

Phone: _____

Email: _____

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

DocuSign Envelope ID: 0332966C-1D59-49A2-BCFF-1B71B4A7BF67

MEMORANDUM OF UNDERSTANDING
for
DATA SHARING BETWEEN SCCOE and Alum Rock School District

This **Memorandum of Understanding (MOU)** is entered into this 24th day of June, 2022 , by and between the SANTA CLARA COUNTY OFFICE OF EDUCATION, hereinafter referred to as "SCCOE," and the "Alum Rock School District" hereinafter referred to as "Alum Rock School District".

WHEREAS, SCCOE and Alum Rock School District are entering into this MOU in order to facilitate sharing of data as appropriate to effectively support Migrant Education Student success.

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SCCOE and Alum Rock School District with respect to the sharing between the parties of data collected or retained by Alum Rock School District and/or by SCCOE;

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the parties agree as follows:

1. Scope of Agreement. SCCOE and Alum Rock School District. Unless expressly agreed in writing between the parties with respect to any class or classes of data, the terms and conditions of this MOU govern all occasions on which data sharing occurs between the SCCOE and Alum Rock School District during the term of this Agreement. Separate agreements shall be required for any data sharing beyond the scope of agreement. Unless expressly agreed in writing between the parties with respect to any class or classes of data, the terms and conditions of this MOU govern all occasions on which data sharing occurs between the SCCOE and Alum Rock School District during the term of this Agreement.

- *Data Elements-* Directory information, attendance, grading information, and any other mutually agreed upon data elements documented via email communication that will allow us to support student success in school. All data elements shared will be at the personally identifiable information (PII) level.
- *Access to Data-* The data will be shared between the district and the Migrant Education Manager and assigned staff by one or more of the following: access granted to the assigned staff to the school-wide data system, phone call, a data file, etc.
- *Purpose-* The purpose of the data is to share information that will allow the Migrant Education program to support students' success in school.
- *Data Security-* Both parties agree to securely transfer data (e.g., data files) in a mutually agreed upon process.

2. SCCOE Responsibilities. SCCOE will make Migrant Education student data available upon request.

3. "Alum Rock School District " Responsibilities. "Alum Rock School District " will make Migrant Education student data available upon request.

4. Applicable Law: The sharing of data under this MOU will from time to time include the collection and maintenance by the SCCOE of educational records that contain personally identifiable information. T he SCCOE is bound by the same regulations and laws for access and management of this data, and will conform to all legal requirements. SCCOE and Alum Rock School District agree that the disclosure of information under

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this MOU complies with the requirements of the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h, and data that may also be subject to California state student privacy laws, including California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA"), California Business and Professions Code section 22584. Company agrees, to the extent it hosts such data, to maintain the confidentiality and privacy of such information and another information that may be covered by applicable federal and State laws and regulations relating to the maintenance, uses and disclosures of protected health information (including any heightened requirements for mental health records), including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320 et. seq. ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and any current and future regulations promulgated thereunder, including those published at 45 C.F.R. Parts 160, 162, and 164, all collectively referred to herein as "HIPAA Requirements." To the extent required by the HIPAA Requirements, Company shall obtain authorization and consent from the students and/or students' parents or legal guardians to use or disclose student protected health information.

Both parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both parties agree to maintain full compliance with such requirements.

5. Data Security. Both parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. SCCOE maintains appropriate network and other data security to protect any data in its possession. Each party agrees to notify the other 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. Any notifications required by law in the event of a breach in data security will be the responsibility of the agency defined as responsible for such reporting.

6. Independent Contractors: Both parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the parties' systems, and by state and federal law governing such access.

7. Term of the Agreement: This MOU shall become effective upon proper execution by the parties and terminate on June 30, 2023.

8. Indemnification/Liability: The SCCOE and Alum Rock School District agree to mutually indemnify and hold harmless each other against claims against their respective agencies as a result of any or all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The parties further agree that each shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this agreement.

9. Termination. Either party may terminate this MOU upon ninety (90) days' written notice.

IN WITNESS WHEREOF, the parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Santa Clara, State of California.

AUTHORIZED SCCOE PARTY

DocuSigned by:
Jessica Bonduris
SIGNATURE

Dr. Jessica Bonduris
NAME

Assistant Superintendent, Student Services and Supports
TITLE

7/7/2022 | 1:12 PM PDT
DATE

AUTHORIZED ____ PARTY

SIGNATURE

Hilaria Bauer, Ph.D.
NAME

Superintendent
TITLE

DATE

11.07

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 # 01-22/23 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 July 21, 2022.

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: July 21, 2022

Recommend Approval

11.07

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
OF
SANTA CLARA COUNTY, STATE OF CALIFORNIA

RESOLUTION # 01-22/23
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 21st day of July, 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 July 21, 2022.

_____
Hilaria Bauer, Ph.D., Superintendent

MOT SURPLUS EQUIPMENT AND FUNITURE DISPOSAL
Date: July 21, 2022
Resolution No. 01-22/23

DESCRIPTION	ARD No.	SERIAL No.
BLUE FILE CABINET	04942	N/A
BLUE FILE CABINET	05085	N/A
BLUE FILE CABINET	04820	N/A
BLUE FILE CABINET	04934	N/A
BLUE FILE CABINET	04932	N/A
BLUE FILE CABINET	05076	N/A
BLUE FILE CABINET	05052	N/A
BLUE FILE CABINET	05066	N/A
BLUE FILE CABINET	04958	N/A
BLUE FILE CABINET	04957	N/A
BLUE FILE CABINET	05044	N/A
BLUE FILE CABINET	04962	N/A
BLUE FILE CABINET	05086	N/A
BLUE FILE CABINET	04981	N/A
BLUE FILE CABINET	05081	N/A
BLUE FILE CABINET	04834	N/A
BLUE FILE CABINET	04898	N/A
BLUE FILE CABINET	05044	N/A
BLUE FILE CABINET	05042	N/A
BLUE FILE CABINET	04945	N/A
BLUE FILE CABINET	04887	N/A
BLUE FILE CABINET	04838	N/A
BLUE FILE CABINET	04902	N/A
BLUE FILE CABINET	04961	N/A
BLUE FILE CABINET	04885	N/A
BLUE FILE CABINET	05079	N/A
BLUE FILE CABINET	04960	N/A
BLUE FILE CABINET	05027	N/A
BLUE FILE CABINET	05083	N/A
BLUE FILE CABINET	05030	N/A
BLUE FILE CABINET	04980	N/A
BLUE FILE CABINET	04982	N/A
BLUE FILE CABINET	04940	N/A
BLUE FILE CABINET	04834	N/A
BLUE FILE CABINET	04898	N/A
BLUE FILE CABINET	04946	N/A
BLUE FILE CABINET	04947	N/A
BLUE FILE CABINET	04938	N/A
BLUE FILE CABINET	05054	N/A
BLUE FILE CABINET	04863	N/A
BLUE FILE CABINET	02969	N/A

ITSS SURPLUS EQUIPMENT DISPOSAL
Date: July 21, 2022
Resolution No. 01-22/23

DESKTOPS	SERIAL	TAG
HP T310 ZERO CLIENT	2TG4203132	N/A
HP T310 ZERO CLIENT	2TG3110110	N/A
HP T310 ZERO CLIENT	2TG3062418	N/A
HP T310 ZERO CLIENT	2TG3062357	N/A
HP T310 ZERO CLIENT	2TG3060745	N/A
HP T310 ZERO CLIENT	2TG3061832	N/A
HP T310 ZERO CLIENT	2TG2500325	N/A
HP T310 ZERO CLIENT	2TG3061125	N/A
HP T310 ZERO CLIENT	2TG3061105	N/A
HP T310 ZERO CLIENT	2TG3061527	N/A
HP T310 ZERO CLIENT	2TG3060926	N/A
HP T310 ZERO CLIENT	2TG3061748	N/A
HP T310 ZERO CLIENT	2TG3060907	N/A
HP T310 ZERO CLIENT	2TG3060905	N/A
HP T310 ZERO CLIENT	2TG3061189	N/A
HP T310 ZERO CLIENT	2TG3061930	N/A
HP T310 ZERO CLIENT	6CP3020730	N/A
HP T310 ZERO CLIENT	2TG3110476	N/A
HP T310 ZERO CLIENT	2TG3060725	N/A
HP T310 ZERO CLIENT	2TG3061018	N/A
HP T310 ZERO CLIENT	2TG2060912	N/A
HP T310 ZERO CLIENT	2TG3061746	N/A
HP T310 ZERO CLIENT	2TG3061875	N/A
HP T310 ZERO CLIENT	2TG3060593	N/A
HP T310 ZERO CLIENT	2TG2500609	N/A
HP T310 ZERO CLIENT	2TG3060852	N/A
HP T310 ZERO CLIENT	2TG3060863	N/A
HP T310 ZERO CLIENT	2TG3060923	N/A
HP T310 ZERO CLIENT	2TG3061200	N/A
HP T310 ZERO CLIENT	2TG3060888	N/A
HP T310 ZERO CLIENT	2TG3061228	N/A
HP T310 ZERO CLIENT	2TG3060776	N/A
HP T310 ZERO CLIENT	2TG3061127	N/A
HP T310 ZERO CLIENT	2TG3060650	N/A
HP T310 ZERO CLIENT	2TG3060761	N/A
HP T310 ZERO CLIENT	2TG3061020	N/A
HP T310 ZERO CLIENT	2TG3060779	N/A
HP T310 ZERO CLIENT	2TG3061186	N/A
HP T310 ZERO CLIENT	2TG3061780	N/A
HP T310 ZERO CLIENT	2TG3061099	N/A
HP T310 ZERO CLIENT	2TG3061106	N/A
HP T310 ZERO CLIENT	2TG3061054	N/A
HP T310 ZERO CLIENT	2TG3061856	N/A
HP T310 ZERO CLIENT	2TG3060872	N/A
HP T310 ZERO CLIENT	2TG3061212	N/A
HP T310 ZERO CLIENT	2TG2500546	N/A
HP T310 ZERO CLIENT	2TG2500599	N/A
HP T310 ZERO CLIENT	6CP4500950	N/A
OPTIPLEX 760	3VLQ4J1	00015111
OPTIPLEX 755	8P5Y6G1	00014359

OPTIPLEX 780	GF1SVN1	00016358
OPTIPLEX 780	3G63FP1	00016847
OPTIPLEX 780	C6ZNGQ1	00016955
OPTIPLEX 780	3KRLGQ1	00016951
OPTIPLEX 780	G81SVN1	N/A
OPTIPLEX 780	H182FP1	00016831
OPTIPLEX 780	FR1P3M1	00015666
OPTIPLEX 780	HHRDDP1	00016687
OPTIPLEX 780	6D1SVN1	00016369
OPTIPLEX 780	3KRNGQ1	00016950
OPTIPLEX 780	HBKZFQ1	00016931
OPTIPLEX 780	381SVN1	00016377
OPTIPLEX 745	976TYD1	00013156
OPTIPLEX 755	CV43VH1	00014953
OPTIPLEX 755	3V43VH1	00014958
OPTIPLEX 755	7V43VH1	00014952
OPTIPLEX 745	466TYD1	00013153
OPTIPLEX 745	B66TYD1	00013158
OPTIPLEX 745	486TYD1	00013152
OPTIPLEX 780	H0WC0R1	00017218
OPTIPLEX 760	B270VK1	00015259
OPTIPLEX 760	9CY8TJ1	00015106
OPTIPLEX 760	97RB9K1	00015247
OPTIPLEX GX520	C8CQVC1	00012444
OPTIPLEX 760	8HWT4J1	00015138
OPTIPLEX 760	8HWS5J1	00015137
OPTIPLEX 760	G8Q8XC1	00012604
OPTIPLEX GX280	JK0B071	10677
ZERO CLIENT TC	2TG3110895	N/A
ZERO CLIENT TC	2TG3110760	N/A
ZERO CLIENT TC	2TG3110648	N/A
ZERO CLIENT TC	2TG3110352	N/A
ZERO CLIENT TC	2TG2500186	N/A
ZERO CLIENT TC	2TG2511510	N/A
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ZERO CLIENT TC	2TG2500585	N/A
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ZERO CLIENT TC	6CP5102000	N/A
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ZERO CLIENT TC	2TG2500390	N/A
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ZERO CLIENT TC	2TG3110513	N/A
ZERO CLIENT TC	2TG3060114	N/A
ZERO CLIENT TC	2TG3110577	N/A
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DELL OPTIPLEX GX520	DB6PWC1	00012570
DELL OPTIPLEX GX520	14HMBC1	00012149
DELL OPTIPLEX 780	4Z5LFQ1	00016915
DELL OPTIPLEX 745	BDTF1F1	00013265
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ZERO CLIENT TC	2TG4204422	N/A
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ZERO CLIENT TC	2TG2500648	N/A
ZERO CLIENT TC	6CP5160231	N/A
ZERO CLIENT TC	2TG2500594	N/A
ZERO CLIENT TC	2TG2500343	N/A
ZERO CLIENT TC	2TG4380138	N/A
ZERO CLIENT TC	2TG3061047	N/A
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ZERO CLIENT TC	2TG3061011	N/A
ZERO CLIENT TC	2TG3061300	N/A
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ZERO CLIENT TC	2TG3060741	N/A
ZERO CLIENT TC	2TG2500332	N/A
ZERO CLIENT TC	2TG3062202	N/A
ZERO CLIENT TC	2TG3060732	N/A
ZERO CLIENT TC	2TG4380282	N/A

DELL GX760	HOVMOR1	00017219
DELL GX760	KT18516	14709
ZERO CLIENT TC	2TG3060689	N/A
ZERO CLIENT TC	2TG3061600	N/A
ZERO CLIENT TC	2TG4460657	N/A
ZERO CLIENT TC	2TG4130435	N/A
ZERO CLIENT TC	2TG3061914	N/A
ZERO CLIENT TC	MXL4231YNF	N/A
OPTIPLEX 760	3KLSGQ1	00016953
OPTIPLEX 760	DSNG5D1	00014313
ZERO CLIENT TC	MXL6050P2Y	N/A
OPTIPLEX 780	2B1SVN1	00016376
ZERO CLIENT TC	MXL4171FK2	N/A
THIN CLIENT	MXL4503GTX	N/A
THIN CLIENT	MXL4503GTT	N/A
THIN CLIENT	MXL4170PV5	N/A
ZERO CLIENT TC	2TG3110801	N/A
ZERO CLIENT TC	5CP5474293	N/A
ZERO CLIENT TC	T2G4380035	N/A
ZERO CLIENT TC	PHGFC03576	N/A
ZERO CLIENT TC	2TG3110508	N/A
PROJECTORS	**SERIAL**	**TAG**
HITACHI CP-X306WF	F9B007385	N/A
DELL 3400MP	10BMT91	00012075
DELL 2300MP	4VDNV61	205970
PANASONIC PT--LC76U	SD3610306	09470
PANASONIC PT--LC76U	SD3610311	09471
VIEWSONIC OFFICE THEATER PJL855	766907212013	03314
HITACHI CPX305	F7IU01419	00013379
HITACHI CPX251	F7AU17579	00012208
HITACHI 2514WN	F2BU05931	2000574
HITACHI X2000	F7G004235	00013000
CPX 251	F7CU27203	00012373
CPX 251	F9A006175	00015200
CPX 251	F7JU01926	00013570
CPX 251	F7CU26589	00012462
CPX 251	F7U02124	00013571
CPX 251	H7H003670	00013052
PRM 35	WPRM-353221508	N/A
CPX306	F8K004396	00015063
CPX251	F6E036010	11803
CPX 251	F7JU02175	00013564
CPX 251	F9KU03140	00015641
CPX 251	F7CU26593	00012460
CPX 251	F8AU03928	00013717

CPX 251	F7JU02465	00013568
CPX 251	F3AU00131	2001093
CPX 251	F7F008414	00012791
CPX 251	F7JU02158	00013392
CPX 251	F9A006724	00015069
CPX 251	F7F008425	00012807
CPX 2542	F6KU02090	2013122
CPX 2514	F6FU13483	2012905
CP-X306WF	F9A006174	N/A
CP-X306WF	F9A006801	N/A
CP-X306WF	F9A006801	N/A
HITACHI CPX305	F7LU03134	00013591
IPODS	**SERIAL**	**TAG**
4TH GENERATION	C42DMYGPDCP7	N/A
4TH GENERATION	CCQFFSD2DCP7	N/A
4TH GENERATION	CCQFFKBSDCP7	N/A
4TH GENERATION	C1YDPM68DCP7	N/A
4TH GENERATION	CCQFFRVTDCP7	N/A
4TH GENERATION	C3LFFGSXDCP7	N/A
4TH GENERATION	CCQFFSJPDCP7	N/A
4TH GENERATION	CCQFFKEUDCP7	N/A
4TH GENERATION	CCQFFLN5DCP7	N/A
4TH GENERATION	C3LFFQMZDCP7	N/A
4TH GENERATION	DKLDQ8SXDCP7	N/A
4TH GENERATION	C3LFFWPFDCP7	N/A
4TH GENERATION	C3WF5UCKDCP7	N/A
4TH GENERATION	C3LFFQZXDCP7	N/A
4TH GENERATION	C3RFF4UQDCP7	N/A
4TH GENERATION	C3LFF6DFDCP7	N/A
4TH GENERATION	CCQFFHYFDCP7	N/A
4TH GENERATION	CCQFFJYCDCPY	N/A
4TH GENERATION	CCQFFJYCDCP7	N/A
4TH GENERATION	C3LFFQWADCP7	N/A
4TH GENERATION	C3LFFQZYDCP7	N/A
4TH GENERATION	C3LFFVBWDCP7	N/A
4TH GENERATION	C3LFFGJDDCP7	N/A
4TH GENERATION	CCQFFRK2DCP7	N/A
4TH GENERATION	CCQFFSHEDCP7	N/A
4TH GENERATION	C3LFFFUTDCP7	N/A
4TH GENERATION	C3LFFGBGDCP7	N/A
4TH GENERATION	C3LFFWP2DCP7	N/A
4TH GENERATION	CCQFFK7NDCP7	N/A
4TH GENERATION	C3RFF3EXDCP7	N/A
4TH GENERATION	C3LFFWEQDCP7	N/A
4TH GENERATION	C3LFFVX8DCP7	N/A
4TH GENERATION	C3LFF6JZDCP7	N/A
4TH GENERATION	C3RFF3A0DCP7	N/A
4TH GENERATION	C3LFFGDGDCP7	N/A
4TH GENERATION	CCQFFSG3DCP7	N/A
4TH GENERATION	CCQFFGASDCP7	N/A
4TH GENERATION	C3RFF5ADDCP7	N/A
4TH GENERATION	CCQF859YDCP7	N/A
4TH GENERATION	C3LFFVX5DCP7	N/A
4TH GENERATION	C3LFFQMQDCP7	N/A
4TH GENERATION	C3LFF742DCP7	N/A

4TH GENERATION	CCQFFGZPDCP7	N/A
4TH GENERATION	C3LFFFXUDCP7	N/A
4TH GENERATION	CCQFFRQTDCP7	N/A
IPADS	**SERIAL**	**TAG**
A1395, 2ND GEN	N/A	2000417
A1219, 1ST GEN	N/A	00016730
A1219, 1ST GEN	N/A	00016731
A1219, 1ST GEN	N/A	00016732
A1219, 1ST GEN	N/A	00016733
A1219, 1ST GEN	N/A	00016734
A1219, 1ST GEN	N/A	00016735
A1219, 1ST GEN	N/A	00016739
A1219, 1ST GEN	N/A	00016736
A1219, 1ST GEN	N/A	00016760
A1219, 1ST GEN	N/A	00016761
A1219, 1ST GEN	N/A	00016763
A1219, 1ST GEN	N/A	00016764
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A1219, 1ST GEN	N/A	00016745
A1219, 1ST GEN	N/A	00016748
A1219, 1ST GEN	N/A	2000559
A1219, 1ST GEN	N/A	00016737
A1219, 1ST GEN	N/A	00016825
A1219, 1ST GEN	N/A	00016746
A1219, 1ST GEN	N/A	00016738
A1489, MINI	N/A	2009261
A1489, MINI	N/A	2009265
A1489, MINI	N/A	2009272
A1489, MINI	N/A	2009266
A1489, MINI	N/A	2009269
A1489, MINI	N/A	2009277
A1489, MINI	N/A	2009274
A1489, MINI	N/A	2009275
A1489, MINI	N/A	2009270
A1489, MINI	N/A	2009276
A1489, MINI	N/A	2009271
A1489, MINI	N/A	2009259
A1893 IPAD	N/A	N/A
A1893 IPAD	N/A	N/A
A1395	N/A	2000422
LAPTOPS	**SERIAL**	**TAG**
TOSHIBA SATELLITE 4000CDT	Y8211836A	06356
LENOVO THINKPAD	1S20GJS00600LR05147U	2012994
DELL LATITUDE 2100	84WNYL1	15702
DELL LATITUDE 2100	55R4SS1	2000603
DELL LATITUDE 2100	C4WNYL1	00015687
DELL LATITUDE 2100	7QNBZP1	00016902
DELL LATITUDE 2100	2QNBZP1	00016899
DELL LATITUDE 2100	FRLT6P1	00016576
DELL LATITUDE 2100	BYMMRS1	2000583

DELL LATITUDE 2100	35WNYL1	00015689
DELL LATITUDE 2100	G4WNYL1	00015701
DELL LATITUDE 2100	65R4SS1	2000602
DELL LATITUDE 2100	3DMT6P1	N/A
DELL LATITUDE 2100	15WNYL1	00015695
DELL LATITUDE 2100	4QNBZP1	00016900
DELL LATITUDE 2100	8QNBZP1	00016898
DELL LATITUDE 2100	5QNBZP1	00016897
DELL LATITUDE 2100	1DMT6P1	00016592
DELL LATITUDE 2100	CYMMRS1	2000584
DELL LATITUDE 2100	J3WNYL1	00015697
DELL LATITUDE 2100	64WNYL1	00015699
DELL LATITUDE 2100	B4WNYL1	00015705
DELL LATITUDE 2100	9QNBZP1	00016895
DELL LATITUDE 2100	9YMMRS1	2000582
DELL LATITUDE 2100	25WNYL1	00015690
DELL LATITUDE 2100	24WNYL1	00015706
DELL LATITUDE 2100	H4WNYL1	00015698
DELL LATITUDE 2100	F4WNYL1	00015692
DELL LATITUDE 2100	D4WNYL1	00015694
DELL LATITUDE E5400	N/A	00016108
DELL LATITUDE E5400	DDQZYJ1	00015967
DELL LATITIUDE D505	G45HR51	10448
DELL LATITIUDE D505	1Q4HR51	10493
HP MT41	5CG5213JMP	N/A
HP MT41	USH537L0W7	2010196
HP MT41	5CG5213JNP	2009300
HP MT41	5CG5211MWW	2008905
HP MT41	5CG5213JGC	2009306
HP MT41	5CG5211MXS	N/A
HP MT41	5CG5211QKN	N/A
HP MT41	5CG5213JLR	N/A
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HP MT41	5CG5211N0G	N/A
HP MT41	5CG5213JQ7	N/A
HP MT41	5CG5213JQ3	N/A
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HP MT41	5CG5211N19	N/A
HP MT41	5CG5211N2L	N/A
HP MT41	5CG5211N1F	N/A
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HP MT41	5CG52123D6	N/A
HP MT41	5CG5212349	N/A
HP MT41	5CG5211N2J	N/A
HP MT41	5CG5213JMS	N/A

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HP MT41	5CG5213JPX	N/A
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HP MT40	CNU344BRVT	N/A
HP MT40	CNU344BRVK	N/A
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HP MT40	CNU347BT6L	N/A
HP MT40	CNU350DS61	N/A
HP MT40	CNU347BTJ3	N/A
HP MT40	CNU347BSN5	N/A
HP MT40	CNU347BSSX	N/A
HP MT40	CNU347BS0C	N/A
HP MT40	CNU347BSP6	N/A
HP MT40	CNU347BTKC	N/A
HP MT40	CNU402B9R2	N/A
HP MT40	CNU402BB6Z	N/A
HP MT40	CNU350DVD0	N/A
HP MT40	CNU347BST6	N/A
HP MT40	CNU347BTTC	N/A
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HP MT40	CNU344B52J	N/A
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HP MT40	CNU350DRTK	N/A
HP MT40	CNU347BTV7	N/A
HP MT40	CNU347BSRL	N/A
HP MT40	CNU347BT6Q	N/A

HP MT40	CNU347BT7X	N/A
HP MT40	CNU347BT8C	N/A
HP MT40	CNU350CSCH	N/A
HP MT40	CNU350DVHQ	N/A
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HP MT40	CNU402B968	N/A
HP MT40	CNU402B8YV	N/A
HP MT40	CNU344B510	N/A
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HP MT40	CNU347BT5V	N/A
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HP MT40	CNU350DRCR	N/A
HP MT40	CNU344BRXX	N/A
HP MT40	CNU3449VDF	N/A
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HP MT40	CNU350DTYZ	N/A
HP MT40	CNU344BRL3	N/A
HP MT40	CNU402B9P3	N/A
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HP MT40	CNU3449W7B	N/A
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HP MT40	CNU344C122	N/A

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HP MT40	CNU344B5WZ	N/A
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HP MT40	CNU344B55B	N/A
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HP MT40	CNU344B5TZ	N/A
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HP MT40	CNU347BTW3	N/A
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HP MT40	CNU347BSTY	N/A
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HP MT40	CNU344B5W4	N/A
HP MT40	CNU347BTTM	N/A
HP MT41	5CG5213JPN	N/A
MACBOOK A1342	45108FV5F5W	00016713
MACBOOK A1342	45108F50F5W	00016704
MACBOOK A1342	45108FKDF5W	00016703
MACBOOK A1342	45108FV0F5W	00016716
MACBOOK A1342	45108F3QF5W	00016702
MACBOOK A1342	45108FVCF5W	00016712
DELL LATITUDE E5400	FP3ZYJ1	00015850
HP MT40	CNU344C123	N/A
HP MT40	CNU402C5XB	N/A
HP MT41	5CG4342NTW	N/A
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HP MT40	CNU350BGHC	N/A
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HP MT40	CNU344B5X5	N/A
HP MT40	CNU344B5X5	N/A
HP MT40	CNU402B9Q7	N/A
HP MT40	CNU344B52Y	N/A
DELL LATITUDE E5400	FFQZYJ1	00016031
DELL LATITUDE E5400	HBQZYJ1	00016029
DELL LATITUDE E5400	DBQZYJ1	00015996
DELL LATITUDE E5400	5438RC1	00012331
DELL LATITUDE E5400	45KNQN1	00016240
DELL LATITUDE E5400	3L3ZYJ1	00015870
DELL LATITUDE E5400	2FQZYJ1	00016009
HP MT41	5CG4342P3F	N/A
HP MT40	CNU350BGFV	N/A
HP MT40	CNU344BRQL	N/A
HP MT40	CNU350DW7M	N/A
HP MT41	5CG4342NWY	N/A
HP MT41	5CG521236T	N/A
PP32LA LAPTOP	6FQZYJ1	15990
DEVICES	**SERIAL**	**TAG**
RANAISSANCE RESPONDER	001507100000E981	N/A
RANAISSANCE RESPONDER	001507100000E983	N/A
RANAISSANCE RESPONDER	001507100000EB76	N/A
RANAISSANCE RECEIVER	0015072000000A91	N/A
HAMILTON CAMERA	N/A	N/A
HAMILTON CAMERA	N/A	N/A

HAMILTON CAMERA	N/A	N/A
HAMILTON CAMERA	N/A	N/A
AVERVISION P0A1	000024080	N/A
ACTIV EXPRESSION PRM-AE1-01	N/A	N/A
ACTIV EXPRESSION PRM-AE1-01	N/A	N/A
ACTIV EXPRESSION PRM-AE1-01	N/A	N/A
ACTIV EXPRESSION PRM-AE1-01	N/A	N/A
ACTIV EXPRESSION PRM-AE1-01	N/A	N/A
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ACTIV EXPRESSION PRM-AE1-01	N/A	N/A
ACTIV EXPRESSION PRM-AE1-01	N/A	N/A
ACTIV EXPRESSION PRM-AE1-01	N/A	N/A
ACTIV EXPRESSION PRM-AE1-01	N/A	N/A
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ACTIV EXPRESSION 2 PRM-AE2-01	N/A	N/A
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ACTIVHUB	N/A	N/A
ACTIVHUB	N/A	00015566
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ACTIVHUB	N/A	00016202
PROMETHEAN WAND	N/A	N/A
PROMETHEAN ACTIVSLATE	0801847064	N/A
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ACTIVOTE PRM-AV3-01	N/A	N/A
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RENAISSANCE RESPONDER RES-1001	N/A	N/A
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RENAISSANCE RESPONDER RES-1001	N/A	N/A
CANON POWERSHOT A430 CAMERA	N/A	N/A
CANON POWERSHOT A550 CAMERA	N/A	N/A
CANON POWERSHOT A510 CAMERA	N/A	N/A
MEMOREX MB1055 CASSETTE RECORDER	003240403407	N/A
MEMOREX MB1055 CASSETTE RECORDER	003240500715	N/A
DELL LATITUDE 5000 SERIES DOCKING STATION	APR0030302433	N/A
PROMETHEAN ACTIVSLATE PRM-RS3-01	S1101040094	N/A
PROMETHEAN ACTIVSLATE PRM-RS1-01	0804900065	N/A
PROMETHEAN ACTIVSLATE PRM-RS1-01	0815026020	N/A
PROMETHEAN ACTIVSLATE PRM-RS1-01	0807922017	N/A
PROMETHEAN ACTIVSLATE PRM-RS1-01	0804900066	N/A
PROMETHEAN ACTIVSLATE PRM-RS1-01	0801847077	N/A
PROMETHEAN ACTIVSLATE PRM-RS1-01	0801849060	N/A
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PROMETHEAN ACTIVSLATE PRM-RS1-01	0815026012	N/A
PROMETHEAN ACTIVSLATE PRM-RS1-01	0807922013	N/A
PROMETHEAN ACTIVSLATE PRM-RS1-01	0802854042	N/A
PROMETHEAN ACTIVSLATE PRM-RS1-01	0802854011	N/A
PROMETHEAN ACTIVSLATE PRM-RS1-01	0801849043	N/A
PROMETHEAN ACTIVSLATE PRM-RS1-01	0807922016	N/A
PROMETHEAN ACTIVSLATE PRM-RS1-01	0802854106	N/A
PROMETHEAN ACTIVSLATE PRM-RS1-01	0807922015	N/A
PROMETHEAN ACTIVSLATE PRM-RS1-01	0802854024	N/A
PROMETHEAN ACTIVSLATE PRM-RS1-01	0802854082	N/A
ACCO ELECTRIC PUNCH 535	N/A	N/A
BROTHER INTELLIFAX 5750E	U60284M4J170551	N/A
T-BERD 310 COMMUNICATION ANALYZER	14477	55191
T-BERD 209A T-CARRIER ANALYZER	19236	45727
CISCO IP PHONE 7961	FCH12108NXB	N/A
APC BE750G UPS	4B1445P19058	N/A
CISCO CATALYST 3750-X SWITCH	FDO1652R0UA	1000408
WESTELL T1 31MA-14	W1292605430	N/A
PROMTHEAN BOARD PRM-AB2B-02	6240474045	N/A
DOCUMENT CAMERAS	**SERIAL**	**TAG**
AVERVISION F50	61475 11050P	N/A
AVERVISION F50	54633 11080P	2000520
MONITORS	**SERIAL**	**TAG**
19"	N/A	N/A
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19"	N/A	N/A

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13"	N/A	N/A
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19

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14"	N/A	N/A
DELL 19P2A	CN0UW0426418083Q3W5L	N/A
HP PRODISPLAY P19A	CNK3170FTN	N/A
HP PRODISPLAY P19A	CNK3170FRM	N/A
HP PRODISPLAY P19A	CNK3150GK8	N/A
HP PRODISPLAY P19A	CNK3150GKD	N/A
HP PRODISPLAY P19A	CNK3170FR8	N/A
HP PRODISPLAY P19A	CNK3150GK2	N/A
DELL 19P2A	CN0UW0426418083Q3VSL	N/A
HP PRODISPLAY P19A	CNK3170FQQ	N/A
HP PRODISPLAY P19A	CNK3170FR6	N/A
HP PRODISPLAY P19A	CNK3150GKT	N/A
HP PRODISPLAY P19A	CNK3170FRC	N/A
HP PRODISPLAY P19A	CNK3170FRS	N/A
HP PRODISPLAY P19A	CNK3170FRB	N/A
HP PRODISPLAY P19A	CNK3170FTP	N/A
HP PRODISPLAY P19A	CNK3150GK0	N/A

DELL 19P2A	CN0TJKG17426117M12EU	N/A
DELL 19P2A	CN04JNJ26418004705JS	N/A
DELL 19P2A	CN09TVYF7287217CD4VI	N/A
HP PRODISPLAY P19A	CN44470CM2	N/A
HP PRODISPLAY P19A	CN431305XQ	N/A
DELL E177PFC	CN0FJ181641806791NMS	N/A
DELL 19P2A	CN0FP1827161884PRH0F	N/A
HP PRODISPLAY P19A	CNK3150GJV	N/A
HP PRODISPLAY P19A	CNK3170FRG	N/A
HP PRODISPLAY P19A	CNK3170FRR	N/A
HP PRODISPLAY P19A	CNK3170FRN	N/A
DELL 19P2A	CN0U49314663358P3V1L	N/A
HP PRODISPLAY P19A	CNK3170FPP	N/A
HP PRODISPLAY P19A	CNK3170FRF	N/A
HP PRODISPLAY P19A	CN44470CMN	N/A
HP PRODISPLAY P19A	CNK3170FRH	N/A
DELL 19P2A	CN0FP1827161884PRFZJ	N/A
DVD/VCR PLAYER	**SERIAL**	**TAG**
TOSHIBA SD-2300	PL22Z42499	N/A
SONY SLV-D300P	0869169	N/A
PRINTERS	**SERIAL**	**TAG**
HP LASERJET P2015DN	CNBJR00891	N/A
HP LASERJET P2015DN	CNBJM63330	N/A
HP LASERJET P2015DN	CNBJS00898	N/A
HP LASERJET 1200	CNBJL24485	08072
HP LASERJET P2015DN	CNRC6904FY	N/A
DELL 2335DN	42F5FG1	N/A
HP Q3500A	MY39ABD3H99F	N/A
HP LASERJET 2100TN	USBB016090	N/A
HP LASERJET P2015DN	CNBJN31036	N/A
CANON DR-7080C TOP ONLY	KLB00171	N/A
HP COLOR LASERJET 4700N	JPTLB52639	00012090
HP LASERJET 8000N	USGH007021	06117
HP COLOR LASERJET 4600HDN	JPCKD21575	07857
HP LASERJET 500 COLOR M551	CNCCF710JW	2002231
HP DESKJET 3637	CN88H6H0MF06MP	N/A
HP P2015	FCNFC55K2DQ	N/A
DESKJET 970CI	MY0811F0SHJQ	N/A
LASERJET 400	PHGFC03549	N/A
HP L7680	001E0BFD7E80	N/A
HP 1210 PRINTER	MY395F61S25H	N/A
DELL 2350DN	FCWNGN1	N/A
DELL 2350DN	DG4FGN1	N/A
DELL 400	CNBJP15121	N/A
DELL 2530DN	HF52SG1	N/A
HP LASERJET ENTERPRISE M604	CNBCH4F0FJ	2008753
EPSON TM-T88IV	J4BG011984	N/A
EPSON TM-T88IV	J4BG011987	N/A
EPSON TM-T88IV	J4BG011983	N/A
EPSON TM-T88IV	J4BG011985	N/A
EPSON TM-T88IV	J4BG011978	N/A
EPSON TM-T88IV	J4BG011977	N/A
EPSON TM-T88IV	J4BG011975	N/A
EPSON TM-T88IV	J4BG011976	N/A
SPEAKERS	**SERIAL**	**TAG**

AUDIX PH5-VS (SET OF 2)	N/A	00014829
AUDIX PH5-VS (SET OF 2)	N/A	N/A
AUDIX PH5-VS (SET OF 2)	N/A	N/A
AUDIX PH5-VS (SET OF 2)	N/A	N/A
AUDIX PH5-VS (SET OF 2)	N/A	N/A
AUDIX PH5-VS (SET OF 2)	N/A	N/A
AUDIX PH5-VS (SET OF 2)	N/A	N/A
AUDIX PH5-VS (SET OF 2)	N/A	N/A
AUDIX PH5-VS (SET OF 2)	N/A	N/A
TELEVISIONS	**SERIAL**	**TAG**
WESTINGHOUSE LTV	D3256DEM064705315	N/A
MAXENT MX-26X3	51225916954	N/A
CHROMEBOOKS	**SERIAL**	**TAG**
ACER C730	NXGC1AA0026341C58C7600	N/A
ACER C730	NXGC1AA0026341C5AC7600	N/A
ACER C731	NXGM8AA00180914D2B7600	N/A
ACER C731	NXGM8AA00173310BD67600	N/A
ACER C740	NXEF2AA002528033DE7600	N/A
ACER C740	NXEF2AA0025510682A7600	N/A
ACER C730	NXGC1AA0026340C7ED7600	N/A
ACER C730	NXGC1AA0026281B1857600	N/A
ACER C730	NXGC1AA0026281B2187600	N/A
ACER C730	NXGC1AA0026281B1337600	N/A
ACER C730	NXGC1AA002634155347600	N/A
ACER C730	NXGC1AA0026281ADD37600	N/A
ACER C730	NXGC1AA00263417EBA7600	N/A
ACER C730	NXGC1AA00262810F987600	N/A
ACER C730	NXGC1AA0026281B2D47600	N/A
ACER C730	NXGC1AA0026281B1F77600	N/A
ACER C730	NXGC1AA002634155987600	N/A
ACER C730	NXGC1AA0026340C65E7600	N/A
ACER C730	NXGC1AA002634156B67600	N/A
ACER C730	NXGC1AA0026340C68C7600	N/A
ACER C730	NXGC1AA0026340C64E7600	N/A
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ACER C730	NXGC1AA0026281B22F7600	N/A
ACER C730	NXGC1AA0026341575E7600	N/A
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ACER C740	NXEF2AA00252802BF47600	N/A
ACER C740	NXEF2AA00252802C2C7600	N/A
ACER C740	NXEF2AA00252802C657600	N/A
ACER C740	NXEF2AA00252802C0A7600	N/A
ACER C740	NXEF2AA00252802C067600	N/A
ACER C740	NXEF2AA00255201AB17600	N/A
ACER C740	NXEF2AA00252802C187600	N/A
ACER C740	NXEF2AA00252802C3D7600	N/A
ACER C740	NXEF2AA00252802BB67600	N/A
ACER C740	NXEF2AA00252802C147600	N/A
ACER C740	NXEF2AA00252802B4A7600	N/A
ACER C740	NXEF2AA00252802C3A7600	N/A
ACER C740	NXEF2AA00252802BDB7600	N/A
ACER C740	NXEF2AA00252802C4D7600	N/A
ACER C740	NXEF2AA00252802BE27600	N/A
ACER C740	NXEF2AA00252802B607600	N/A
ACER C740	NXEF2AA00252802C267600	N/A
ACER C740	NXEF2AA0025510686C7600	N/A
ACER C740	NXEF2AA0025300F8997600	N/A
ACER C740	NXEF2AA00252802CDA7600	N/A
ACER C740	NXEF2AA002530092657600	N/A
ACER C740	NXEF2AA00252802C2B7600	N/A
ACER C740	NXEF2AA00255201A5A7600	N/A
ACER C740	NXEF2AA00252802CDB7600	N/A
ACER C740	NXEF2AA00252802C377600	N/A
ACER C740	NXEF2AA0025300F83F7600	N/A
ACER C731	NXGM8AA00181402BBE7600	N/A
ACER C731	NXGM8AA0018091556A7600	N/A
ACER C731	NXGM8AA001809155707600	N/A
ACER C731	NXGM8AA001735117567600	N/A
OCALA VILS BIOHAZARD EQUIPMENT	**SERIAL**	**TAG**
ULTIMAKER 2+ 3D PRINTER	BPP-008616-045597	N/A
ULTIMAKER 2+ 3D PRINTER	BPP-008245-042803	N/A
ULTIMAKER 2+ 3D PRINTER	BPP-007874-042125	N/A
HP E243M MONITOR	3CQ8391F47	N/A
HP E243M MONITOR	3CQ8391F50	N/A
HP E243M MONITOR	3CQ8391F4L	N/A

HP Z2 MINI G3 WORKSTATION	2UA8391SD7	N/A
HP Z2 MINI G3 WORKSTATION	2UA8391SC0	N/A
HP Z2 MINI G3 WORKSTATION	2UA8391SGP	N/A
CISCO IP PHONE 7941	FCH1143ATJJ	N/A
BROTHERPT-H110	U64389A9H996346	N/A
SAMSUNG 360 CAMER SM-R210	RFAJA02LSXM	N/A
SAMSUNG 360 CAMER SM-R210	RFAJ50HZGJD	N/A
SAMSUNG 360 CAMER SM-R210	RFAJ50HZPVT	N/A
SAMSUNG 360 CAMER SM-R210	RFAJA02LW2L	N/A
SAMSUNG 360 CAMER SM-R210	RFAJ50G1K7D	N/A
SAMSUNG 360 CAMER SM-R210	RFAJ50F38HE	N/A
SAMSUNG 360 CAMER SM-R210	RFAJA02MW2N	N/A
SAMSUNG 360 CAMER SM-R210	RFAJA02MBRR	N/A
SAMSUNG 360 CAMER SM-R210	RFAJA02LX9F	N/A
SAMSUNG 360 CAMER SM-R210	RFAJ50AD41E	N/A
HC10MST-KU COMPUTER KIT	N/A	N/A
HC10MST-KU COMPUTER KIT	N/A	N/A
HC10MST-KU COMPUTER KIT	N/A	N/A
HC10MST-KU COMPUTER KIT	N/A	N/A
APPLE TV	N/A	N/A
IPAD MINI A1489	N/A	2009260
IPAD MINI A1489	N/A	2009278
IPAD MINI A1489	N/A	2009262
IPAD MINI A1489	N/A	2009267
IPAD MINI A1489	N/A	2009273
IPAD MINI A1489	N/A	2009268
MICROSCOPE	N/A	N/A
MICROSCOPE	N/A	48168
CHROMEBOOK CART	N/A	N/A
CHROMEBOOK CART	N/A	N/A
ROLLING CART	N/A	N/A
STOOL	N/A	N/A

11.08

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/Ratify Notices of Employment and Changes of Status/July 21, 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: Cesar Torrico Title: Assistant Superintendent, Human Resources

To the Board of Trustees:
Recommend Approval

Meeting: July 21, 2022
Special Board Meeting

11.08
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-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
July 21, 2022

CERTIFICATED OFFER OF EMPLOYMENT:

I. Employee Contracts:

1.	Hill, Sylvia	Induction Mentor	08/16/2022-06/30/2023
2.	Mack, Kelly	Induction Mentor	08/16/2022-06/30/2023
3.	Margossian, Gregg	Induction Mentor	08/16/2022-06/30/2023
4.	Siegfried, Midge	Induction Mentor	08/16/2022-06/30/2023

II. Short-Term Student Counselor Services Agreement:

1.	Bautista, Lilibeth	08/01/2022-06/30/2023
2.	Blas, Lizeth	08/01/2022-06/30/2023
3.	Castaneda, Manuel	08/01/2022-06/30/2023
4.	Paz, Ramona	08/01/2022-06/30/2023
5.	Quintero, Hailey	08/01/2022-06/30/2023
6.	Renteria, Jess	08/01/2022-06/30/2023
7.	Sanchez, Maribel	01/01/2023-06/30/2023
8.	Vigil, Destiny	08/01/2022-06/30/2023

III. New Hire-Substitute Teacher:

1.	Zhang, Qian	06/30/2022

CERTIFICATED CHANGES OF STATUS:

IV. Retirements:

1.	Lombardo, Karen	Core/George Middle School	06/10/2022
2.	Sulca, Silvia	1/Cassell Elementary	06/10/2022

V. Ed Code Assignment EC §44831- 2022/2023 School year:

1.	Chan, Sarah	Speech Therapist/Special Education Department
2.	Schongut-Hendel, Graciela	Speech Therapist/Special Education Department

Under the provisions of this statute, the governing board of a school district or a county office of education may contract or employ an individual to provide speech and language services if the individual has verified the following: 1) master's degree in communicative disorders, 2) valid license issued by the Speech-Language Pathology and Audiology Board, 3) passage of the California Basic Educational Skills Test (CBEST), and 4) the criminal record summary pursuant to EC.

VI. Variable Term Credential Waiver Renewal:

1.	Aguilar-Fernandez, Silvia	Multiple Subject with BCLAD: Spanish Authorization
2.	Charest, Iris	Administrative Services Credential
3.	Doherty, Jennifer	Administrative Services Credential
4.	Garcia, Vanessa	Administrative Services Credential

CLASSIFIED PERSONNEL – July 21, 2022

CLASSIFIED OFFERS OF EMPLOYMENT:/

I. Retirement:

1.	Allen, Susan E	School Administrative Assistant/Cassell	07/25/2022