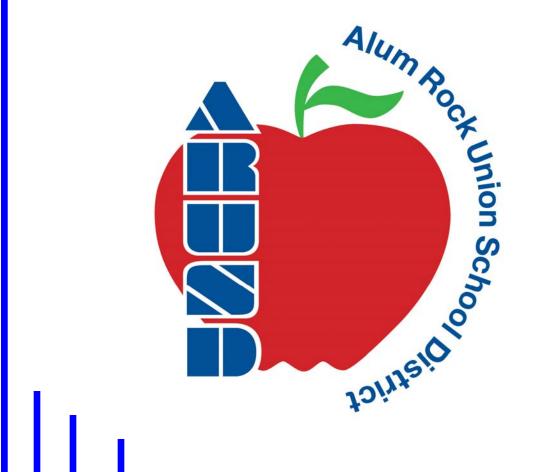
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES



Regular Board Meeting June 23, 2022



Thursday, June 23, 2022 REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA

Time: 5:30 p.m.

Code: Regular #16-21/22

The June 23, 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/85135649986

One tap mobile

+16699006833, Meeting ID:851 3564 9986# 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. 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.)

- 4.01 Approve Superintendent's Master's Degree Stipend.
- 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 Brown Act For The Period June 24, 2022 July 25, 2022.
- 4.03 Adopt Resolution #62-21/22 Order of Election, Specifications of the Election Order, and Consolidation Request.
- 4.04 Approval of the ARUSD Strategic Plan.
- 4.05 Approve Renewal of Contract for Legal Services with Rehon & Roberts, APC.

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

- 5.01 Adoption of the District's Proposed 2022-23 Budget.
- 5.02 Approve Contract with ARC Alternatives for Energy Consultant Services.

6. 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.)

- 6.01 Approve Universal Prekindergarten Planning and Implementation Plan in Alum Rock Union Elementary School District.
- 6.02 Approve California State Preschool Program (CSPP) Contract CSPP-2537.
- 6.03 Approve THINK Together Designation of California State Preschool Program (CSPP) Facility Responsibility- Adelante I.
- 6.04 Approve THINK Together Designation of California State Preschool Program (CSPP) Facility Responsibility- Adelante II.
- 6.05 Pathway to Seal of Biliteracy Achievement Awards Student Recognition (Information Only).
- 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.
- 6.07 Local Control Accountability Plan (LCAP) 2022/2023: Aptitud Community Academy (Information Only).

6.08 Progress of Local Performance Indicators (Information Only).

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

- 7.01 Approve Classified Substitute Pay Rates Effective 7-1-2022.
- 7.02 Approve New Position and Job Description Occupational Therapist
- 7.03 Approve New Position and Job Description Behavior Intervention Supervisor
- 7.04 Resignations (Information Only).

8. 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.)

- 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 the need has been identified per the students IEP. Submitted by: Special Education Department, \$894,600 dollars.
- 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 Extended Year Program for the 2021/2022 and 2022/2023 SY. Submitted by: Special Education Department, \$487,620 dollars.
- 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.

9. 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.)

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.

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

- 10.01 Approve/Ratify Notices of Employment and Changes of Status/June 23, 2022.
- 10.02 Approve Acceptance of Donations.
- 10.03 Approve Acceptance of Grants/Awards Notification.
- 10.04 Approve Adoption of Piggybackable Contracts for items such as Equipment, Materials, Supplies, and Services (non-construction services).
- 10.05 Approve Contracts for Professional Services -Firms/Organizations.
- 10.06 Current Enrollment (Information Only).

11. CLOSED SESSION

- 11.01 RECESS TO CLOSED SESSION: The Board will recess to Closed Session at approximately 9:00 p.m. Open Session will resume at conclusion of Closed Session.
- 11.02 ANNOUNCEMENT AND PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION (Government Code Section 54957.7).
- 11.03 CONFERENCE WITH LEGAL COUNSEL--Anticipated Litigation: significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government CodeSection 54956.9: One (1) potential case
- 11.04 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.

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

12. FUTURE BOARD AGENDA REQUESTS

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

13. RECONVENE TO OPEN SESSION-VIA ZOOM

13.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

14. ADJOURNMENT

14.01 President adjourns the meeting.

15. NEXT MEETING(S)

15.01 July 21, 2022 (2022-23 School Year).

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 Superintendent's Ma	aster's Degree Stipend.	
Approve		
Submitted by: Hilaria Bauer, Ph.D.	Title:	Superintendent
To the Board of Trustees: Approval	Meeting:	June 23, 2022 Regular Board Meeting
4.01 Agenda Placement		Hilaria Bauer, Ph.D., Superintendent
DISPO	OSITION BY BOARD OF T	RUSTEES
Motion by:	Seconded	by:
Approved: No	t Approved:	Tabled:

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 1	Trustee	25.
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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:	June 23, 2022
		Regular Board Meeting
Approve		
		1 0
4.02		M M COUNTY
1,02		TIV MOUNT
Agenda Placement		Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES			
Motion by:	Seconde	ed by:	
Approved:	Not Approved:	Tabled:	

RESOLUTION NO. 64-21/22

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD AND BOARD AND DISTRICT COMMITTEES SUBJECT TO THE BROWN ACT FOR THE PERIOD JUNE 24, 2022 – JULY 25, 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. <u>Recitals</u>. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. <u>Remote Teleconference Meetings</u>. 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. <u>Effective Date of Resolution</u>. 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 23 day of June	, 2022, by the following vote:		
AYES:			
NOES:			
ABSENT:			
ABSTAIN:			
:		(Clerk)	

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: Adopt Resolution #62-21/22 Ord Consolidation Request.	der of Election, Specific	cations of the Election Order, and
Approve		
Submitted by: Hilaria Bauer, Ph.D.	Title:	Superintendent
To the Board of Trustees: Approval	Meeting:	June 23, 2022 Regular Board Meeting
4, 03 Agenda Placement		Harla Bauer, Ph.D., Superintendent
DISPOS	ITION BY BOARD OF T	RUSTEES
Motion by:	Seconded	by:
Approved: Not A	Approved:	Tabled:



ALUM ROCK UNION SCHOOL DISTRICT Resolution # 62 -21/22

ORDER OF ELECTION, SPECIFICATIONS OF THE ELECTION ORDER AND CONSOLIDATION REQUEST

June 23, 2022

WHEREAS, a Biennial District General Election has been ordered to be held on Tuesday, November 8, 2022, in the Alum Rock Union School District of Santa Clara County for the purpose of electing:

Number of Seat(s)	Length of Term	Exact Title of Each Office to be Held
Three (3)	4 Years	Governing Board Member
One (1)	2 Years	Governing Board Member

Of the District; and,

WHEREAS, pursuant to Part 3 (commencing with Section 10400) of the Elections Code of the State of California and Section 5342 of the Education Code of the State of California, such election may be either completely or partially consolidated; and,

WHEREAS, pursuant to Section 5322 of the Education Code of the State of California, this Board must adopt a resolution constituting a "Specifications of the Election Order";

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That, pursuant to Section 5322 of the Education Code and Section 10403 of the Elections Code, the Board of Trustees of the **Alum Rock Union School District** calls for an election to be held on November 8, 2022 and requests the Board of Supervisors of Santa Clara County to completely consolidate the election with the statewide election.

Section 2. That the Board of Trustees of the Alum Rock Union School District requests the Board of Supervisors of Santa Clara County to hold and conduct the election in the manner prescribed in Section 10418 of the Elections Code of the Elections Code of the State of California and to further provide that the Registrar of Voters canvass the returns of the election.

Section 3. That pursuant to Section 10508 of the Elections Code of the State of California, said officers are to be elected and that the divisions, if any, from which said directors are to be elected, and the number of offices to be filled from each, are:

At Large	By Division Number of Office	es/Divisions
At Large	Four (4)	
At Large	roui (4)	

Section 4. That pursuant to Sections 10002 and 10520 of the Elections Code and Section 5421 of the Education Code of the State of California, each district involved in a district general election in an affected county shall reimburse the county for the actual costs incurred by the county elections official in conducting the district general election for that district.

Section 5. That the candidates' statement of qualifications shall be limited to:

- **200** words and,
- That the cost of printing, translating and distributing said statements shall be borne by the **candidates** who file such statements; and
- That each candidate who files such a statement **shall** be required to pay in advance his or her pro rate share of the estimated costs of printing, handling, and mailing said candidate statement, such estimated costs to be determined by the Registrar of Voters.

Section 6. That pursuant to Section 10522 of the Elections Code of the State of California, a current map showing the boundaries of the district and the boundaries of the divisions of the district is herewith submitted.

Section 7. That pursuant to Section 5304 of the Education Code and Section 15641 of the Elections Code of the State of California, the method of determining the winner or winners in the event of a tie vote shall be by **lot**.

Section 8. That the following is listed below:

- 1) Names of all current Board Members; and,
- 2) Term: full or short; and,
- 3) Seats selected by: Division or At Large:

Member Names	Term: Full or Short	Seats Elected by Division/At Large
Ernesto Bejarano	Full Term	At Large
Corina Herrera-Loera	Full Term	At Large
Andrés Quintero	Full Term	At Large
Linda Chavez	Full Term	At Large
Minh Pham	Short Term	At Large

AYES:	
NOES:	
ABSENT:	
ATTEST;	
Andrés Quintero, President/Chair Board of Trustees of the Alum Rock Union School District	
ATTEST:	
Corina Herrera-Loera, Clerk of the Governing Board Of Alum Rock Union School District	_
APPROVED AS TO FORM AND LEGALITY:	
Rogelio M. Ruiz Legal Counsel for the Alum Rock Union School District Rehon & Roberts, APC	

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union School District, State of

California, on June 23, 2022, by the following vote:

4.04

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: Approval of the ARUSD Strategic Plan. Approve				
Submitted by: Hilaria Bauer, P	h.D. T	itle:	Superintende	nt
To the Board of Trustees: Approval	Me	eting:	June 23, 202 Regular Board M	
4, 04 Agenda Placement	t		Hilaria Bauer, Ph.D., Su	perintendent
	DISPOSITION BY B	OARD OF	<u> </u>	
Motion by:		Seconded	by:	
Approved:	Not Approved:		Tabled:	

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 Renewal of Contract for Legal Services with Rehon & Roberts, APC. Approve			
Submitted by: Hilaria Bauer, Ph.D.	Title:	Superintendent	
To the Board of Trustees: Approval	Meeting:	June 23, 2022 Regular Board Meeting	
4,05 Agenda Placement		Hilaria Bauer, Ph.D., Superintendent	
DISPOSITION BY BOARD OF TRUSTEES			
Motion by:	Seconde	d by:	
Approved:No	ot Approved:	Tabled:	



Attorneys at Law 830 The Alameda San José, California 95126 t 408 494 0900 f 408 494 0909 www.rehonroberts.com

direct 408-387-5231 prehon@rehonroberts.com

June 15, 2022

VIA EMAIL AND U.S. MAIL

Board of Trustees, Alum Rock Union Elementary School District 2930 Gay Avenue San Jose, CA 95127

c/o: Andres Quintero, Board President E-mail: andres.quintero@arusd.org

Hilaria Bauer, Ph.D., Superintendent E-mail: hilaria.bauer@arusd.org

Re: Renewal of Legal Services Agreement for Representation of Alum Rock
Union Elementary School District

Dear Board of Trustees:

Thank you for the opportunity to provide legal services to the Alum Rock Union Elementary School District. The current legal services agreement between the District and Rehon & Roberts, a Professional Corporation (the "Firm") expires on June 30, 2022. (A copy of that current agreement is attached.)

The Firm is pleased to offer and propose that the current agreement between the District and the Firm be renewed for an additional twelve (12) months from July 1, 2022 through June 30, 2023, on the same terms, conditions and rates as specified in the current existing agreement. The agreement includes the provision of legal services to the District as Legal Counsel and to represent the District in the areas of Human Resources – Labor and Employment, General Education Law, Facilities Services, Business and Procurement Services – Contract Support, and Government Relations as originally outlined in RFP No. 1819-BUS03 (not including special education as specified in the RFP, or bond counsel matters). In light of the Firm's continuing relationship with the District and the District's



specific needs, the Firm will continue to <u>not</u> charge for attendance at regular board meetings. The Firm's rates would remain the same, which is \$250.00 per hour for the Firm's attorneys, and \$125.00 per hour for the Firm's paralegals and law clerks, and specialty services billed at the rate of \$295.00 per hour for attorneys. Specialty services include eminent domain, inverse condemnation and construction-related disputes and litigation.

We have appreciated the opportunity to represent the District and we thank you for looking to us for assistance. If you have any questions concerning the contents of this letter or any matter relating to the Firm's legal representation, please do not hesitate to call me directly. If the Board is in agreement with the one year renewal of the legal services agreement through June 30, 2023, please sign and date this letter in the space provided below, and return a fully executed copy to us.

Sincerely, REHON & ROBERTS A Professional Corporation

ERM. B

Rogelio M. Ruiz

THE FOREGOING IS AGREED TO: Alum Rock Union Elementary School		
District		
 By:	_	
Its:		
Approved by the Board on June 23, 2022		



Attorneys at Law 830 The Alameda San José, California 95126 t 408 494 0900 f 408 494 0909 www.rehonroberts.com

direct 408-387-5231 prehon@rehonroberts.com

June 15, 2021

VIA EMAIL AND U.S. MAIL

Board of Trustees, Alum Rock Union Elementary School District 2930 Gay Avenue San Jose, CA 95127

c/o: Corina Herrera-Loera, Board President E-mail: corina.herrera-loera@arusd.org

Hilaria Bauer, Ph.D., Superintendent E-mail: hilaria.bauer@arusd.org

Re: Renewal of Legal Services Agreement for Representation of Alum Rock
Union Elementary School District

Dear Board of Trustees:

Thank you for the opportunity to provide legal services to the Alum Rock Union Elementary School District. The current legal services agreement between the District and Rehon & Roberts, a Professional Corporation (the "Firm") expires on June 30, 2021. (A copy of that agreement is attached and was extended to June 30, 2021, by Board action taken on April 9, 2020.)

The Firm is pleased to offer and propose that the current agreement between the District and the Firm be renewed for an additional twelve (12) months from July 1, 2021 through June 30, 2022, on the same terms, conditions and rates as specified in the current existing agreement. The agreement includes the provision of legal services to the District as Legal Counsel and to represent the District in the areas of Human Resources – Labor and Employment, General Education Law, Facilities Services, Business and Procurement Services – Contract Support, and Government Relations as originally outlined in RFP No. 1819-BUS03 (not including special education as specified in the RFP, or bond counsel



matters). In light of the Firm's continuing relationship with the District and the District's specific needs, the Firm will not charge for attendance at regular board meetings. The Firm's rates would remain the same, which is \$250.00 per hour for the Firm's attorneys, and \$125.00 per hour for the Firm's paralegals and law clerks, and specialty services billed at the rate of \$295.00 per hour for attorneys. Specialty services include eminent domain, inverse condemnation and construction-related disputes and litigation.

We have appreciated the opportunity to represent the District and we thank you for looking to us for assistance. If you have any questions concerning the contents of this letter or any matter relating to the Firm's legal representation, please do not hesitate to call me directly. If the Board is in agreement with the one year renewal of the legal services agreement through June 30, 2022, please sign and date this letter in the space provided below, and return a fully executed copy to us.

Sincerely,

REHON & ROBERTS

A Professional Corporation

Rogelio M. Ruiz

THE FOREGOING IS AGREED TO: Alum Rock Union Elementary School District	
By: Its:	
Approved by the Board on	,





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direct 408-387-5231 prehon@rehonroberts.com

May 9, 2019

VIA EMAIL AND U.S. MAIL

Board of Trustees, Alum Rock Union Elementary School District 2930 Gay Avenue San Jose, CA 95127

c/o: Linda Chavez, Board President E-mail: Ilnda.chavez@arusd.org

Hilaria Bauer, Ph.D., Superintendent E-mail: hilaria.bauer@arusd.org

Re: Representation of Alum Rock Union Elementary School District

Dear Board of Trustees:

This letter sets forth the agreement between Rehon & Roberts, a Professional Corporation (the "Firm") and the Alum Rock Union Elementary School District (the "Client") relating to the Firm's representation of the Client.

1. Scope and Terms of Representation. The Client engages the Firm as Legal Counsel and to represent the Client in the areas of Human Resources – Labor and Employment, General Education Law, Facilities Services, Business and Procurement Services – Contract Support, and Government Relations as outlined in RFP No. 1819-BUS03, not including special education as specified in the RFP, or bond counsel matters. The Firm represents the Client, and not any of its board members, administrators or employees or any other individual associated with the Client. The initial term of this agreement will be through June 30, 2020, and may be renewed annually subject to action and approval by the Board of Trustees.



- 2. <u>Client Responsibilities</u>. The Client agrees to be truthful and cooperative with the Firm, and also agrees to keep the Firm informed of any information or developments which are material to the Firm's representation of the Client. The Client also agrees to abide by the terms of this agreement, to pay the Firm's invoices on time, and to keep the Firm advised of the Client's address, telephone number and whereabouts. The Client will assist the Firm in providing all information the Firm requests and will appear, if necessary, at any legal proceedings.
- 3. <u>Notice Regarding Duty to Preserve Evidence (Including Electronically Stored Information)/Litigation Hold.</u> Please be advised that, depending upon the nature of the matter of which this Firm is representing you, the applicable law, and other factors, you may have the obligation to preserve evidence. Pending any further advice that may apply to the specifics of the matter on which this Firm has been retained, please be advised of the following:

Once a party reasonably anticipates litigation, it must suspend its routine document retention/destruction policy and put in place a "litigation hold" to ensure the preservation of relevant documents. A party has a duty to preserve relevant information when that party should have known that the evidence may be relevant to future litigation. This duty also extends to the period before litigation when a party reasonably should know that the evidence may be relevant to anticipated litigation. The preservation duty includes issues of compliance, monitoring, enforcement, supervision, review, modification, and (eventual) suspension of the litigation hold (and/or, if applicable, the preservation order). This duty does not attach only to the party and its employees, officers, partners, and directors, but also to certain other related entities and personnel, including, potentially, agents, contractors, attorneys, accountants, auditors, affiliates, divisions, subdivisions, parents, and subsidiaries.



The preservation duty extends beyond tangible evidence and includes electronically stored information ("ESI") such as emails; word documents; scanned documents; text messages; and other forms and types of information held, stored, and/or maintained electronically; including without limitation its "metadata" (that is, data about data) which (regardless of whether or not hidden from the normal creators, viewers, or recipients) provides information regarding ESI including without limitation the identity of blind-carbon recipients of emails, the date and/or author of documents, the number of document versions, and hidden messages or formulas, redline/blackline document comparisons; and including without limitation "hash values" which indicate any changes to or deletion of metadata. ESI should be preserved in its "native" format, that is, with its associated file structure defined by the application used to create the document (for example, an email message as created and decoded by the appropriate email application such as Outlook or Google, or a word-processing document created and decoded by Microsoft Word).

- 4. Attorneys and Staff. I will be the attorney at the Firm primarily responsible for addressing and providing Client's legal issues and needs. Where it is to your advantage to do so, I may also utilize the services of other lawyers or paralegals within the Firm, attempting, of course, to assign work in such a way as to maximize the effectiveness of our services while minimizing your legal expenses. The Client authorizes the Firm to consult with lawyers outside of the Firm to assist with your matter as I deem advisable, with prior notice and approval by you. If other lawyers work on your matter, their fees and charges will be passed through to you without markup. If the work of other lawyers is substantial, you will be asked to hire them directly.
- 5. <u>Fees for Service</u>. The Firm's legal services are generally charged on an hourly basis. Each lawyer and legal assistant is assigned an hourly rate and records his or her time for each client and matter. The minimum time billed is six minutes (0.10 of an hour). The Firm reviews its billing rates from time to time and may make such changes as it considers necessary or appropriate including without limitation increasing the hourly fees; such adjustments will be reflected on your monthly bill. The fees that we will charge in this matter will be \$250.00 per hour for the Firm's paralegals and law clerks. Specialty services will be billed at the rate of \$295.00 per hour for attorneys; specialty services include eminent domain, inverse condemnation and construction-related disputes and litigation.

Any estimates the Firm provides of anticipated fees, whether for budgeting purposes or otherwise, are necessarily only estimates, due to uncertainties involved, and are not maximum quotations. Actual fees will be determined as described above.



6. Out-of-Pocket Costs and Disbursements. The Firm does not charge for routine in-house costs such as word processing, overhead or office administrative fees or costs, staff overtime, routine in-house copying and scanning, facsimile transmissions, telephone, internet or wireless charges, electronic research charges, mileage or travel time between the Firm's office and Client's offices or school sites, or standard U.S. first class local mail postage. The Firm may incur expenses, such as arbitration and mediation fees, fees for filing and recordation, third-party copy costs, court reporter, courier, overnight delivery, process server fees, transportation costs including parking, mileage at the IRS allowable reimbursement rate, transit or other travel-related costs, and other third-party costs. If travel outside the greater Bay Area is necessary, Client will be notified and agrees to pay transportation, lodging, and all other costs of out-of-town travel by the Firm's legal personnel. The Firm will reflect such charges on the Client's regular monthly invoice at the Firm's cost without markup.

Should the Firm's representation involve incurring other out-of-pocket expenditures, such as airfare and hotel accommodations, expert witness charges, consultant's fees, or other professionals necessary to aid in the Firm's representation etc., the Firm may require that the Client provide those sums to the Firm in advance or pay the supplier directly.

The Firm makes every effort to include out-of-pocket costs and disbursements in the invoice for the month in which the disbursements are incurred. However, some of these costs are not available to the Firm until the following months, in which case the charge will appear either in the following month's invoice or in a supplemental invoice.

- 7. <u>Retainer.</u> While it is the Firm's practice to request a retainer for new client engagements, the Firm will not be requesting a retainer at this time.
- 8. <u>Monthly Invoices</u>. It is the Firm's practice to send invoices on a monthly basis for services and disbursements during the previous month. The detail in the invoice will inform the Client of the nature and progress of work and of the fees and disbursements incurred on its behalf.

All invoices are due and payable upon receipt, but in any event no later than the last day of the month following the date of the invoice (the "Due Date"). If the Client fails to pay the invoice in full on or before 60 days after the date of invoice, the Firm may charge interest at the rate of 1.5% per month from the Due Date until the date when payment is made.

If the Client does not meet its obligation of timely payment, the Firm has the right to withdraw from our representation on that basis alone, subject to any required judicial approvals.



If the Client has any questions regarding an invoice, the Client must raise such a question promptly. If it objects to only part of an invoice, it must pay the remainder. Such payment will not constitute a waiver of any question or objection the Client may have regarding the disputed portion of the invoice; however, the Firm's acceptance of such partial payment will also not constitute a waiver of the Firm's right to full payment or right to cease representing the Client. The Client's failure to make full and timely payment of all invoices shall be sufficient basis for the Firm to cease representation and, subject to any required judicial approvals, withdraw from representing the Client in any pending litigation or matter.

- 9. <u>Ongoing Representation</u>. In the event that we represent the Client in other matters in the future, the terms and conditions set forth in this letter will apply to those other matters.
- 10. <u>Termination of Services</u>. The Client has the right to terminate the Firm's representation at any time upon written notice. The Firm has the right to cease providing legal services upon the Client's consent or for good cause. Good cause includes the Client's breach of this agreement, the Client's refusal to cooperate with the Firm, the Client's failure to follow the Firm's advice on any material matter, the Client's failure to cooperate with any reasonable request by the Firm, the Client's failure to pay any invoice in full and in accordance with the terms set forth above, any breakdown in the attorney-client relationship, any circumstance set forth in this letter as a basis for termination, or any circumstance which the Firm determines would make its continued representation of the Client unlawful, unethical, or impractical. In addition, for good cause and subject to any required judicial approvals, the Firm has the right to withdraw from representing the Client in any pending litigation.

Upon cessation of the Firm's representation of the Client for any reason, all unpaid fees and costs for the Firm's legal services shall be paid within 90 days. If, upon such cessation, the Client does not request the return of its file, the Firm will take reasonable steps to retain the file for a period of seven years, after which time it may have the file destroyed. The work product produced in the course of the Firm's representation is and will remain the Firm's property.



- services performed by the Firm, excluding the Firm's internal work product such as notes and research or other documents not reasonably necessary to Client's representation, belong to Client. A copy of Client's file shall be available to Client upon specific written request. Once the Firm's representation is concluded, any original documents will be returned to Client. The Firm will typically scan and retain Client's files for a period of seven years after the matter is concluded, after which the Firm will return all such files to the Client upon termination of this agreement and before final payment. By signing this agreement, Client consents to the destruction of Client's files in accordance with this policy. If Client wants to retain a copy of the files, or inspect Client's files before making a decision as to whether to have them transferred to Client or destroyed, Client must make a written request before the destruction deadline and Client will be responsible for any fees charged by our offsite storage facility to inspect or retrieve files returned to Client. The destruction of files without a Client request for inspection or transfer will be at the Firm's expense.
- 12. <u>Insurance</u>. Rehon & Roberts maintains errors and omissions insurance coverage applicable to the services we will be rendering in this matter.
- 13. <u>Entire Agreement</u>. This letter contains our entire agreement concerning our representation and replaces and supersedes any prior statements or agreements. Any modifications or additions to this agreement must be set forth in a written agreement signed by the Firm and the Client to be enforceable.
- 14. <u>California Law, Forum Selection, Jurisdiction and Venue</u>. This agreement is governed by California law, and is being entered into and is to be performed in the County of Santa Clara, State of California. As such, any proceeding, whether litigation or arbitration, relating in any way to our representation or this agreement shall be brought only in the County of Santa Clara, State of California.
- 15. <u>Severability</u>. If any term of this agreement is determined to be invalid or ineffective for any reason, the remaining terms will remain in force and effect.

We look forward to representing the School District and thank you for looking to us for assistance. If you have any questions concerning the contents of this letter or any matter relating to the Firm's legal representation, please do not hesitate to call me directly.



Sincerely,

REHON & ROBERTS

A Professional Corporation

Peter M. Rehon

THE FOREGOING IS AGREED TO:

Alum Rock Union Elementary School District

By: Its:

Approved by the Board on RNHESD Board Approved Color

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

5.07

Date: May 31, 2022

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Adoption of the District's Proposed 2022-2023 Budget

To the Superintendent of Schools:

Subject:

Staff Analysis:	Education Code Section 42127 requires the governing board of each school district to adopt a budget for the subsequent year on or before July 1st. The budget is also subject to the review and approval of the County Superintendent. Any revisions to the school district's budget that result from the passage of the state budget will be presented to the governing board within 45 days after the Governor signs the State Budget Act.		
	Revenue projections are based on guidelines from Santa Clara County Office of Education and Department of Finance (DOF). Considering declining enrollment, and the impact of the LCFF funding shift, we are presenting a multi-year projection which shows the District will meet its financial obligations in the current and two subsequent fiscal years. The District is committed to a balanced budget, and continues to work on a multi-year budget plan to maintain fiscal solvency.		
Recommendation: Staff recommends adoption of the District's proposed 2022 – 2023 Budget.			
Prepared by: Kolvira Chheng Title: Assistant Superintendent Business Services			
To the Board of Trustees: Recommend Approval 5.0 Agenda Placement Meeting: June 23, 2022 Regular Board Meeting Hilaria Bayer, Ph.D., Superintendent			
DISPOSITION BY BOARD OF TRUSTEES Motion by: Seconded by:			
	Not Approved: Tabled:		

5,02

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 Tr	ustees: Date: June 23, 2022		
Subject:	Approve Contract with ARC Alternatives for Energy Consultant Services		
Staff Analysis:	On May 26, 2022, the Board of Trustees interviewed and selected ARC Alternatives as the District's energy consulting firm, and authorized the Administration to negotiate a contract with Arc Alternatives for the Board's consideration. Attached is the proposed contract between the District and ARC Alternatives.		
Recommendation	: Staff recommends that the Board of Trustees approve the contract with ARC Alternatives in the amount not to exceed \$149,400.00.		
Submitted by: Kolvira Chheng Title: Assistant Superintendent, Business Services			
To the Board of Trustees: Recommend Approval Agenda Placement Meeting: June 23, 2022 Regular Board Meeting Hilaria Bauer, Ph.D., Superintendent			
DISPOSITION BY BOARD OF TRUSTEES			
	Seconded by: Not Approved: Tabled:		

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES (Energy Conservation and Clean Energy Consultant Services)

This Independent Consultant Ag	eement for Professional Services ("Agreement") is made an
entered into as of the day of	, 202_ by and between the Alum Rock Union Scho
District, ("District") and	("Consultant"), (together, "Parties").

WHEREAS, the District requires consulting services in connection with possible comprehensive energy conservation, renewable energy, and energy related capital improvement projects; and

WHEREAS, pursuant to Section 20111, subdivision (d), of the California Public Contract Code, energy conservation and clean energy consulting services are not subject to public bidding requirements because they would constitute professional services; and

WHEREAS, energy conservation and clean energy consulting services are also exempt from competitive bidding requirements under Section 53060 of the California Government Code because they would constitute special services; and

WHEREAS, the District has engaged in a process to select an energy conservation and clean energy consultant based on several criteria, including firm qualifications, experience working on comprehensive energy conservation, renewable energy, and energy related capital improvement projects and with school districts, proposed scope of work and price; and

WHEREAS, based on the foregoing criteria, Consultant is specially trained and experienced and competent to provide to the District certain specialized services and/or advice in one or more of the foregoing areas; and

WHEREAS, Consultant has indicated its willingness and commitment to provide its specialized services and/or advice to the District on the terms hereafter set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Services. The Consultant shall provide a comprehensive assessment of the District's past and current energy usage and develop a District-wide energy program ("Energy Program") which shall include implementation of energy conservation measures as well as the development of systems for generation of renewable energy. The Consultant's responsibilities shall include evaluation of alternative means of energy conservation and generation; providing recommendations to the District for specific strategies and systems for energy conservation and generation; development of procurement documents, including technical specifications, evaluation criteria, and other proposal requirements; evaluation of proposals by others for the provision of energy efficiency equipment and/or renewable energy generation systems; and advising the District with respect to implementation and/or development of equipment or systems, as further described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").

The District and Consultant understand and acknowledge that the District is in the process of developing said Energy Program. Accordingly, the District may elect, at its sole discretion, to make additions or reductions to the scope of Services set forth herein and described in **Exhibit "A"**. If the District elects to add or delete certain items from Consultant's scope of Services, the cost or credit for such Services shall be adjusted accordingly, as determined by mutual agreement.

The Consultant shall not be eligible to submit proposals or participate in future energy contracts with the District that involve the provision of equipment, development of capital improvements, or provision of other energy-related services which may arise from or be implemented under the Energy Program; except for provision of continued consulting services related to management or implementation of the Energy Program.

Time is of the essence with respect to all provisions of this Agreement. The performance of Services shall be undertaken and completed by Consultant in such sequence as to assure their full completion in accordance with the purposes of this Agreement.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

	Signed Agreement
	Workers' Compensation Certification
	Fingerprinting/Criminal Background Investigation Certification
	COVID-19 Vaccination/Testing Certification
<u></u>	Insurance Certificates and Endorsements
	W-9 Form
	Other:

- 4. **Compensation**. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed ________ Dollars (\$_______). District shall pay Consultant according to the following terms and conditions:
 - 4.1. **Payment**. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District in a form acceptable to District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is found in **Exhibit "B"** to this Agreement. If Consultant works at more than one site, Consultant shall invoice for each site separately.
 - 4.2. **Extra Work**. Services provided outside of those in Exhibit "A" constitute Extra Work, and may be performed only with the District's advance, written authorization. Such Extra Work shall be billed on a time and materials basis. Extra Work shall be billed in accordance with the hourly rates in **Exhibit "C"** as applicable to Consultant.
- 5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
 - 5.1. <u>Travel.</u> Consultant shall be reimbursed for travel-related expenses at Federal rates in effect at the time.
- 6. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

6.1. Not applicable.

7. Performance of Services.

7.1. Standard of Care. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school Districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 7.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 7.3. **Staffing**. Consultant has been selected to perform the Services herein because of its skills and expertise. Unless Consultant receives District's advance written authorization, only Consultant or the following subconsultant(s) shall provide the Services:

7.3.1. Not applicable.

- 7.4. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 7.5. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects in the Energy Program for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
- 8. **Independent Contractor**. Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
- 9. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue,

compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

- 10. Ownership of Work/Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.
- 11. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
- 12. Disputes. In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13. Termination.

- 13.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination and all expenses incurred under this Agreement supported by documentary evidence. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner.
- 13.2. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 13.2.1. material violation of this Agreement by the Consultant; or
- 13.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 13.2.3. Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 14. **Attorney Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 15. **Indemnification**. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

16. Insurance.

16.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily	
Injury, Personal Injury, Property Damage, Advertising Injury,	
and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence - Single Combined Limit	\$ 1,000,000
Professional Liability	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

16.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability
Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising

- injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 16.1.2. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to the Consultant's profession on a Claims Made basis, subject to no more than Twenty-Five Thousand Dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus five (5) years thereafter.
- 16.1.3. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 16.1.4. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- 16.2. **Proof of Carriage of Insurance**. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Consultant shall deliver updated certificates indicating the required coverages to the District every policy period. Certificates and insurance policies shall include the following:
 - 16.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 16.2.2. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 16.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - 16.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
 - 16.2.5. If Consultant normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement.

Therefore, Architect hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

- 16.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- 17. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
- 18. **Certificates/Permits/Licenses**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

19. [RESERVED]

- 20. **No Conflicts of Interest**. Consultant represents that the Consultant has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Consultant.
- 21. Anti-Discrimination. It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
- 22. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.

23. COVID-19 Vaccination / Testing Requirements

Vaccination Requirements

Consultant shall fill out, sign, date and submit to District the COVID-19 Vaccination/Testing Certification Form, attached hereto.

According to the August 11, 2021, California Department of Public Health ("CDPH") State Public Health Officer Order ("Order"), a person is "fully vaccinated" for COVID-19 if two weeks or more have passed since they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more have passed since they received a single-dose vaccine (Johnson and Johnson[J&J]/Janssen).

Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, Consultant shall only accept the following as proof of vaccination:

- (a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card which includes name of person vaccinated, type of vaccine provided and date last dose administered);
 - (b) a photo of a Vaccination Record Card as a separate document;
- (c) a photo of a Vaccination Record Card stored on a phone or electronic device;
 - (d) documentation of COVID-19 vaccination from a health care provider;
- (e) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader name, date of birth, vaccine dates and vaccine type; or
- (f) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, Consultant may accept the documentation presented in (a) through (f) above as valid.

Consultant shall have a plan in place for tracking verified Consultant personnel vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

Consultant personnel, including any and all tiers of subcontractor, supplier, and any other personnel entering the project site, who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

Weekly Testing Requirements

Consultant shall ensure that Consultant personnel, including any and all tiers of subcontractor, supplier, and any other worker entering the project site, who are unvaccinated or who are not fully vaccinated are required to undergo diagnostic screening testing, as specified below:

- (a) Consultant personnel may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.
- (b) Unvaccinated or not fully vaccinated Consultant personnel must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.

Consultant shall have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments, if applicable.

- 24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 25. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 26. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 27. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<u>District</u> :	Consultant:
Alum Rock Union School District	ARC Alternatives
2930 Gay Avenue	144 Donald Dr.
San Jose, CA 95127	Moraga, CA 94556
ATTN:	ATTN: Russell Driver
Fax:	Fax: <u>n/a</u>
Email:	Email: <u>russell@arc-alternatives.com</u>

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 28. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 29. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or

- its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 30. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 31. **Authority to Bind Parties**. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 32. **No Rights in Third Parties**. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 33. **Assignment**. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
- 34. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 35. Severability. If any term, condition or 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 and effect, and shall not be affected, impaired or invalidated in any way.
- 36. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
- 37. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 38. **Signature Authority**. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 39. **Counterparts**. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 40. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated:	, 202	Dated: June	7
Alum Rock	Union School District	ARC Alterna	atives
By: Print Name:		Ву:	El Di
Print Title:		Print Name:	Russell Driver
		Print Title:	Principal
Information	regarding Consultant:		
License No.:		46-4	:
Address:		Emplo Social	yer Identification and/or Security Number
Telephone:	415-420-5727	Rever	: Section 6041 of the Internance True Code (26 U.S.C. 6041) and In 1.6041-1 of Title 26 of the
Facsimile:	<u> </u>		of Federal Regulations (26
E-Mail:	russell@arc-alternatives.com	recipi	1.6041-1) requires the ents of \$600.00 or more to the holes to the hol
Limited	ual oprietorship ship	to the with Distri furnis in this	e payer. In order to comply these requirements, the ct requires the Contractor to the the information requested section.

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

The Consultant shall perform Phases 1 and 2 of the following Scope of Work under the terms and conditions provided in the attached Agreement. Each phase will require a separate Notice to Proceed before the Consultant is authorized to begin work. The District reserves its right to terminate the Agreement at any time. The exact scope of work to be performed in Phase 3, if any, shall be determined at the conclusion of Phase 2 and any agreed-upon work shall be added to the agreement between the District and Consultant as an amendment, subject to the same general terms and conditions as the original agreement except as amended by mutual agreement.

- A. **Phase 1 Energy Assessment:** Consultant shall commence a District-wide energy survey, and produce a comprehensive report which shall include:
 - 1. Assessment of the District's past, current and projected future energy usage on a District-wide and site-specific basis;
 - 2. Site-specific evaluation of all District facilities as to potential energy conservation strategies and the likely energy savings resulting from each;
 - Site-specific evaluation of all District facilities as to the potential and suitability of each site for potential renewable energy production, including suitability of the site and structures thereon and compatibility of the use(s) of the site with the operation of various systems;
 - 4. Evaluation of all District-owned equipment and vehicles as to potential energy conservation strategies, including replacement and/or retrofitting with energy efficiency equipment or alternative power systems;
 - 5. Analysis of the likely costs and benefits of various energy efficiency measures and clean energy systems that will reduce costs and maximize the net economic benefit to District, including life-cycle costs, likely energy cost savings and potential for fee generation for the District;
 - 6. Review of current operative laws and regulations and the trends, likelihood and potential impact of changes in existing laws and regulations and District compliance with same; and
 - 7. Review and analysis of state and federal energy credits, rebates, and/or other state or federal benefits or programs from which the District may obtain funding or revenue which are currently available or which are likely to become available in the future and the potential value to the District of such credits, benefits or programs.
- B. Phase 2 Energy Program Development: Upon completion of the Phase 1 Energy Assessment, the Consultant shall develop and provide recommendations to the District for adoption of a District-wide Energy Program which shall be intended to reduce or eliminate the District's need for outside energy sources. Said recommendations shall include:
 - 1. Site-specific recommendations and analysis of alternatives for energy conservation measures, including but not limited to replacement, removal or upgrading of existing

- equipment and/or installation of new equipment for management and/or reduction of energy usage.
- 2. Site-specific recommendations and analysis for the acquisition, development, and operation of systems for the generation of renewable energy.
- 3. An analysis of the anticipated life-cycle costs and anticipated cost-savings associated with all recommended systems or equipment, including determination of useful life, initial costs, maintenance costs, replacement costs, and likely cost savings over time;
- 4. An analysis of the potential that any recommended systems or equipment is likely to generate fees or other revenue for the District. All recommended Energy Program components, systems and equipment shall comply with all applicable state, federal and local laws and the requirements of all permitting and regulatory agencies with jurisdiction over school construction and/or over the work proposed in the Consultant's recommendations.

Consultant shall not be eligible to contract with the District for provision of energy-related services for design, installation, maintenance and/or repair of such systems or equipment, authorized or adopted under the District's Energy Program.

EXHIBIT "B"

SCHEDULE

Consultant shall provide Services in accordance with the schedule below:

[TO BE DETERMINED]

EXHIBIT "C"

PRICING

Consultant shall complete all Services required under this Agreement in accordance with the authorized hourly rates listed below:

Authorized hourly rates:

Classification	\$/hour
Principal	\$245
Senior Program Manager	\$215
Senior Engineer/ Program Manager	\$205
Engineer/Senior Project Manager	\$175
Associate Engineer/Project Manager	\$150
Project Coordinator	\$120

No markup is permitted for subconsultant(s).

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date:	June 7, 2022
Name of Consultant:	ARC Alternatives
Signature:	Zull Dim
Print Name and Title:	: Russell Driver, Principal

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the District that I am a representative of the Consultant entering into this Agreement with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions (check all that apply):

- The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with the District pupils or (ii) if Consultant's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Agreement.
- Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Consultant's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT "A."

□ Consultant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Consultant's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Government Code Section 45122.1.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Consultant.

FINGERPRINTING CERTIFICATION/ CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company:	
Name/Company:	
Name/Company:	
Name/Company:	
Name/Company:	
Name/Company:	
Name/Company:	
If further space is requir this page.	ed for the list of employees/subcontractors, attach additional copies of
Date:	June 7, 2022
Name of Consultant:	ARC Alternatives
Signature:	Late Din
Print Name:	Russell Driver
Title:	Principal

ROOFING PROJECT CERTIFICATION

Pursuant to Public Contract Code section 3000, et seq., this form shall be executed by all architects, engineers, or roofing consultants who provide professional services related to the repair or replacement of a roof of a public school where the project is for repair of more than 25% of the roof or that has a total cost more than \$21,000 ("roofing project") and submitted to the District prior to the time professional services are engaged.

Certification of:	□ Architect	 Engineer 	
	□ Roofing Consultant	o Other	
or any financial ince contract. As used in	greed to give, received, acc entive whatsoever to or fron n this certification, "person"	[Name of Firm], certify tepted, or agreed to accept, any nany person in connection with to means any natural person, busing organization, entity, or group of	gift, contribution, he roofing project ness, partnership,
relationship in conr	nection with the performar	Of the contract, I will not hance of this contract with any are stributor, or vendor that is not d	chitect, engineer,
or vendor, or other		[Name of Firm], have the fing consultant, materials manufacthe following roofing project contact and Number]:	
-			
-			
disclosure are true, aware of section 300 therein regarding the	or are believed to be true. 00 et seq. of the California ne penalties for providing	to the best of my knowledge, the I further certify on behalf of the Public Contract Code, and the se false information or failing to di that I am authorized to make th	ne Firm that I am ctions referenced sclose a financial
Date:	-		
Proper Name of Firm	n:		s
Signature:	***************************************		
Print Name:			
Title:			

COVID-19 VACCINATION/TESTING CERTIFICATION

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2 Order ("Order"), that all public and private schools serving students in transitional kinderge through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 st workers, effective October 15, 2021. Further, pursuant to the Order, all such schools required to verify that all workers are either fully vaccinated or undergo weekly diagnosticiting. In light of these CDPH requirements, Consultant certifies that the following entity: ARC Alternatives has verified that the Consultant personnel providing services at District's project site(s): Have all been fully vaccinated in accordance with the CDPH Order. Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated undergo weekly diagnostic testing in accordance with the CDPH Order. Have not been fully vaccinated and do not undergo weekly diagnostic testing in accordance with the CDPH Order. Consultant understands that the District's project site will need to comply with the CDPH Order. Consultant understands that the District's project site will need to comply with the CDPH Order. Consultant understands that the District's project site will need to comply with the CDPH Order. Consultant understands that the District's project site will need to comply with the CDPH Order, and all applicable state and laws for vaccinated and unvaccinated personnel. CERTIFICATION I, Russell Driver, certify that I am Consultant's Principal and that I have made a diligent effort to ascertain the facts with regard to representations made herein.
ARC Alternatives has verified that the Consultant personnel providing services at District's project site(s): □ Have all been fully vaccinated in accordance with the CDPH Order. □ Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated undergo weekly diagnostic testing in accordance with the CDPH Order. □ Have not been fully vaccinated and do not undergo weekly diagnostic testing in accordance with the CDPH Order. Consultant understands that the District's project site will need to comply with the CDPH Ordovillo-19 requirements for fully vaccinated personnel or unvaccinated personnel. Personnel are not fully vaccinated or decline to state their vaccination status will be treated unvaccinated, and Consultant will comply with the CDPH Order, and all applicable state and laws for vaccinated and unvaccinated personnel. CERTIFICATION I, Russell Driver , certify that I am Consultant's Principal and that I have made a diligent effort to ascertain the facts with regard to representations made herein. Date: June 7, 2022
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fully vaccinated undergo weekly diagnostic testing in accordance with the CDPH Order. Have not been fully vaccinated and do not undergo weekly diagnostic testing in accordance with the CDPH Order. Consultant understands that the District's project site will need to comply with the CDPH Order. COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Personnel are not fully vaccinated or decline to state their vaccination status will be treated unvaccinated, and Consultant will comply with the CDPH Order, and all applicable state and laws for vaccinated and unvaccinated personnel. CERTIFICATION I, Russell Driver, certify that I am Consultant's Principal and that I have made a diligent effort to ascertain the facts with regard to representations made herein. Date: June 7, 2022
COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Personnel are not fully vaccinated or decline to state their vaccination status will be treated unvaccinated, and Consultant will comply with the CDPH Order, and all applicable state and laws for vaccinated and unvaccinated personnel. CERTIFICATION I, Russell Driver, certify that I am Consultant's Principal and that I have made a diligent effort to ascertain the facts with regard to representations made herein. Date: June 7, 2022
I, Russell Driver, certify that I am Consultant's Principal and that I have made a diligent effort to ascertain the facts with regard to representations made herein. Date: June 7, 2022
and that I have made a diligent effort to ascertain the facts with regard to representations made herein. Date: June 7, 2022
Proper Name of Consultant: Russell Driver
Signature:
Print Name: Russell Driver
Title: Principal

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

6.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Staff Analysis: This plan summarizes the requirement to create and design a UPK TK plan that demonstrates how the Alum Rock Union Elementary School District (ARUESD) self-certifies. We developed this plan to be presented to our governing Board of Trustees in a public board meeting on June 23, 2022. This plan outlines how all children in our district will have access to full-day learning programs the year before kindergarten to meet the needs of families. Through partnerships, we will facilitate access to a full-nine-hour day of diverse learning (academic and enrichment) for children the year before kindergarten. California school districts will universally make Transitional Kindergarten (TK) available for all four-year-old children. Recommendation: Staff recommends the Board of Trustees approve the Universal Prekindergarten Planning and Implementation Plan in Alum Rock Union Elementary School District. Title: Director, Early Learning Title: Assistant Superintendent, Instructional Services To the Board of Trustees: Meeting: June 23, 2022 Regular Board Meeting Recommend Approval Hilaria Balven Ph.P., Superintendent DISPOSITION BY BOARD OF TRUSTEES Motion by: Seconded by: Seconded by:	To the Board of Trustees:	Date: May 23, 2022
demonstrates how the Alum Rock Union Elementary School District (ARUESD) self-certifies. We developed this plan to be presented to our governing Board of Trustees in a public board meeting on June 23, 2022. This plan outlines how all children in our district will have access to full-day learning programs the year before kindergarten to meet the needs of families. Through partnerships, we will facilitate access to a full-nine-hour day of diverse learning (academic and enrichment) for children the year before kindergarten. California school districts will universally make Transitional Kindergarten (TK) available for all four-year-old children. Recommendation: Staff recommends the Board of Trustees approve the Universal Prekindergarten Planning and Implementation Plan in Alum Rock Union Elementary School District. Submitted by: Dr. Dianna Ballesteros Approved by: Rene Sanchez Title: Director, Early Learning Title: Assistant Superintendent, Instructional Services Meeting: June 23, 2022 Regular Board Meeting Hilaria Ballerian, P. Superintendent Hilaria Ballerian, P. Superintendent	- V.	
Approved by: Dr. Dianna Ballesteros Approved by: Rene Sanchez Title: Director, Early Learning Title: Assistant Superintendent, Instructional Services To the Board of Trustees: Recommend Approval Agenda Placement DISPOSITION BY BOARD OF TRUSTEES	de ce pt w ne di Ca	emonstrates how the Alum Rock Union Elementary School District (ARUESD) self- ertifies. We developed this plan to be presented to our governing Board of Trustees in a public board meeting on June 23, 2022. This plan outlines how all children in our district will have access to full-day learning programs the year before kindergarten to meet the needs of families. Through partnerships, we will facilitate access to a full-nine-hour day of liverse learning (academic and enrichment) for children the year before kindergarten. California school districts will universally make Transitional Kindergarten (TK) available for
Title: Assistant Superintendent, Instructional Services To the Board of Trustees: Recommend Approval Agenda Placement DISPOSITION BY BOARD OF TRUSTEES Title: Assistant Superintendent, Instructional Services Hilaria Bayeri Ph.D., Superintendent	Recommendation: St	staff recommends the Board of Trustees approve the Universal Prekindergarten Planning and Implementation Plan in Alum Rock Union Elementary School District.
Recommend Approval Agenda Placement DISPOSITION BY BOARD OF TRUSTEES Regular Board Meeting Hilaria Bauer Ph.D., Superintendent		V 5 00
	Recommend Approval	Regular Board Meeting
Motion by:		DISPOSITION BY BOARD OF TRUSTEES
	Motion by:	Seconded by:
Approved: Tabled: Tabled:	Approved:	



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127

Phone: 408-928-6800

Fax: 408-928-6416

www.arusd.org

UNIVERSAL PREKINDERGARTEN PLANNING AND IMPLEMENTATION PLAN IN ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

This plan summarizes the requirement to create and design a TK plan that demonstrates how the Alum Rock Union Elementary School District (AREUSD) self-certifies. We developed this plan to be presented to our governing Board of Trustees in a public board meeting on June 23, 2022. This plan outlines how all children in our district will have access to full-day learning programs the year before kindergarten to meet the needs of families. Through partnerships, we will facilitate access to a full-nine-hour day of diverse learning (academic and enrichment) for children the year before kindergarten. California school districts will universally make Transitional Kindergarten (TK) available for all four-year-old children.

ARUESD has served expanded Transitional Kindergarten (four-year-old) since 2015, which allowed public schools to provide early learning opportunities to four-year-old in Transitional Kindergarten classrooms. ARUESD is considered an early adopter of the opportunity to provide access, quality, and, most notably, our district's family affordability for all four-year-old.

On June 23, 2022, the Alum Rock UPK plan will inform our Board of Trustees and community. Our program ensures that all four-year-old will have access to instructional days and, with the Expanded Learning Opportunity Grant (ELO-P), a full day of learning to support families in our district.

 LEA Name: Alum Rock Elementary School District (ARUESD)
 Self Certifying Statement and TK Plan: Dr. Dianna J. Ballesteros, Director of Early Learning, Email:dianna.ballesteros@arusd.org

Office Phone: 408 928-7290 Mobile: 408 416-6833

2. Alum Rock did not develop a TK plan with other districts.

FOCUS AREA A: VISION AND COHERENCE

Our vision of success is that all children in Alum Rock Union Elementary School District are healthy, thriving, and on the path to reaching their full potential in school and life. Aligned with our Board of Trustees' vision, all Alum Rock students will be ready for the future in a diverse and competitive world. We are committed to strengthening and building inclusive, equitable, high-quality, integrated systems in Alum Rock that promotes children's health, development, and learning from the prenatal period through 3rd grade.

UPK Implementation Team

UPK Implementation Team: Superintendent Office, Leadership and vision, Academic Instructional Services, Early Learning Department, Student Services, State & Federal ELO-P, Human Resourcesworkforce recruitment, Facilities, Special Education, Social-Emotional Department -Preschool Assessment Center of Support, Professional Development, Business Fiscal Department, Child Nutrition Services, Information & Technology Support all hold shared responsibility for critical functions about successfully implementing our UPK plan. Early Learning Partners, Chief Executive Officer of Kidango, Scott Moore redesign of Cesar Chavez Campus to Early Learning Center and Campus, Chief Executive Officer of SJB Centers, Kelly Mercurio expansion of early learning services addition of Infant Toddler center at Dora and Cassell Elementary Schools, Executive General Manager of Think Together, Stacy Galdamez, discussions of growth and blended models of UPK and CSPP, with the implementation of the nine-hour day.

Alum Rock's internal Administrative structure includes; the Superintendent's Office, Superintendent, Dr. Hilaria Bauer, Division of Business Services Assistant Superintendent, Kolvira Chheng, Division of Instructional and Academic Services, Professional Development, Multilingual-Dual Language-English Learners, Assistant Superintendent Rene Sanchez, Director of Academic Services Barbara Campbell, Assessment and Data Collection, Dr. George Kleidon. Human Resources, Director Tereasa Smith. Facilities, Director Ed Villarreal. Special Education, Director Anthony Colonna. Child Nutrition, Meals and Nutrition, Director Denisse Mendez, Expanded Learning Opportunities Plan (ELOP), State and Federal Director Sandra Garcia, and Director of Early Learning, Dr. Dianna J. Ballesteros.

Alum Rock Union Elementary School District will offer Transitional Kindergarten at all Elementary Schools and The Cesar Chavez Early Learning Center.

COHERENCE DESCRIPTION OF SERVICES:

Instruction includes aligning TK Benchmark Advanced, California Department of Education Foundations and Frameworks I, II, II, Writing without Tears, and researching Counting Collections as a foundational mathematics curriculum to bridge our Prek-T-Kindergarten thorough 3rd-grade classes. The delivery model of services includes but is not limited to:

- An early learning program that aligns with elementary education standards
- A program that strengthens language and literacy, and values home languages, and multilingualism in classrooms
- Implements evidence-based social-emotional strategies and techniques used throughout the district, Kimochi's, CASEL, and planned ongoing Professional Development by our Social Emotional Department, new additions to our SEL Teaching Pyramid through our County Office of Education.
- Environments are intentionally designed and play-based for active and hands-on child learning.
- Students have predictable daily routines and schedules that support learning, health, meals, and outdoor play.

• Campus site teachers, principals, and paraeducators receive continuous professional development opportunities in the educational focus and relevant curriculum areas.

FOCUS AREA B: COMMUNITY ENGAGEMENT AND PARTNERSHIPS

Public Input on UPK Plan:

Collection of Public input done through various levels of district and community gatherings

- Partner planning sessions
- Departmental discussions and meetings with State and Federal, VAPA, SEL, Early Learning
- Meeting sessions with early learning partners
- Monthly sessions with community partners and Family Resource Center partners
- District annual survey-Panorama
- Parent/family surveys
- LCAP Community Forums
- Community partner's focus group summaries
- Single System of Support meetings

Expanded Learning Opportunities:

Opportunities for expanded learning, both academic and enrichment focus, will be planned with our ARUESD service delivery partners to broaden learning opportunities efficiently.

Community-based organizations, early childhood program partners, and City and County partners play a significant role in assisting and offering UPK's expanded learning opportunities onsite where the TK children attend the instructional day.

FOCUS AREA C: WORKFORCE RECRUITMENT AND PROFESSIONAL LEARNING

Transitional Kindergarten specifies that credentialed teachers assigned to a TK classroom after July 1, 2015 (teachers before this date are exempt), others must have by August 1, 2023, have one of the following:

- 24 college units in early childhood education (ECE), child development, or both
- A professional experience in a classroom setting with preschool-age children that is comparable to the 24 college units in ECE, as determined by the district
- Alum Rock Union Elementary School District determines that a preschool teacher who worked 180 days
 (6-12 months) in a licensed preschool center meets the requirement.
- Any teacher who holds a Child Development Teacher Permit issued by The California Commission on Teacher Credentialing meets this requirement.

Supporting diverse and effective TK teachers

Partner with local higher education institutions and the Santa Clara County Office of Education, which offers help and support to complete requirements with supportive opportunities. Participate in a collaborative effort with San Jose State University in a Teacher Residency Grant Program. Other efforts include:

- Generate an internal list of our teachers with the Human Resources Department to know who needs support and help to comply with the new requirements
- Partner with local colleges and universities, both in-person and online options, offering eligible early childhood education or childhood development coursework
- Partner with our County Office of Education, which have cohort models for LEA teachers earning 24 units
- Seek and provide information on scholarship and grant opportunities
- Apply for workforce development funding and grant opportunities
- Provide stipends for tuition, fees, and other programmatic costs associated with obtaining credit-based coursework or a degree
- Provide compensation for tuition, fees, and additional programmatic costs associated with obtaining a Child Development Teacher permits

Professional Learning (2022-2023)

Teachers, administrators, and employees can access professional learning in ARUESD in various ways to support diverse adult learners. Throughout the year, there is a robust menu of professional development in ARUESD. Alum Rock District collaborates with California Education Partners; they assist us in developing and providing structure and support to our first P-3 pilot school.

- 1. This Pre-K to 3rd Grade Collaborative Coherence School is at our campus of Adelante Dual Language Academy II, which is Pre-K-T4TK-7th grade. One of our CSPP Dual Language preschools is conveniently located on this campus, providing Pre-K participation. This 3-year pilot with consistent connections focuses on our designed improvement team, a teacher representing each grade of Pre-K through 3rd grade. This project includes critical areas of focus:
 - High-Quality Learning Experiences that have common ground and expectations and practices across PK-3rd;
 - Assessing Children's Learning, using and aligning evidence-based assessments and data within and across grade levels;
 - Adult Collaborative Learning consistent communication and collaborative learning within Pre-K through 3rd-grade levels.

Professional development in mathematics, Counting Collections will continue from 2022-to 2023. This three-year project leads with the purpose of a formal P-3 continuum, done with critical partners; California Education Partners, Universities Stanford, and UCLA are among the supporters playing this essential role in our developing P-3 system.

The professional development will continue to heavily focus on Social and Emotional learning for children, educators, administrators, and every employee in the district. Overviews of CASEL, Kimochi's, Trauma-Informed Practices, and Culturally Responsive Teaching are some of our other focus areas of learning. Learning about the Foundations and Frameworks is something we will prioritize for our teams.

FOCUS AREA D: CURRICULUM, INSTRUCTION, AND ASSESSMENTS

Assessments: The assessment used from TK through First grade is online ESGI.

TK teachers participated in professional development to learn about the Desired Results Developmental Profile (DRDP) assessment instrument. DRDP assessment tool to observe, document, and reflect on children's learning, development, and progress. We need a refresher course on this assessment.

Multilingualism Language Models: Alum Rock provides families with two Spanish dual-language preschools on the campus of our Dual Language Immersion Academy Schools. We are planning to open a Vietnamese Preschool with one of our partners. ARUESD staff has participated in GLAD professional development, and we are looking into other programs such as SEAL and using California Early Edge Multicultural Multilingual Tool Kit. We are researching best practices to support our teachers and children.

Development of Social Emotional Learning: ARUESD uses Kimochi's, which helps children understand feelings and emotions using characters. It is an aligned program with Collaborative for Academic, Social, and Emotional Learning (CASEL); focus learning areas are self-awareness, self-management, social awareness, relationship skills, and responsible decision making; these are lifelong skills. Another goal is to go into more profound professional development to learn about the Teaching Pyramid's social-emotional curriculum and access SCCOE offers.

Inclusion and Support Best Practices for children with special needs and IEPS: Alum Rock has provided professional development in Universal Design for Learning (UDL), which include the three principles of engagement, multiple levels of representation, and multiple levels of action and expression, provides students to show their learning in more than one way. Special Education teachers have benefitted. We will expand this best practice UDL and make it available to UPK and TK educators. Alum Rock works closely with the Santa Clara County Office of Education, Inclusion Collaboration Department.

FOCUS AREA E: ALUM ROCK FACILITIES, SERVICES, AND OPERATIONS

Our TK program is fully operational in every elementary school; we partner with outside agencies for high-quality early learning programs (UPK) that support our youngest students throughout our district. We will continue to expand TK as we recruit and enroll more families. We will use different and blended funding with partnerships to support preschool, TK, and kindergarten.

We have adequate classroom space to meet the current projected enrollment of TK. As we expand, we will assess to ensure all TK spaces contain all the necessary environmental adjustments to include children with special needs, provide access in the least restrictive environment and ensure 10% of our enrollment supports children with special needs.

Transportation

Alum Rock will not provide transportation. We are committed to conveniently locating expanded learning opportunities for families and their children.

TK Student Eligibility in Alum Rock:

2022-23

The student who turns four by March 31 is eligible for TK

2023-24

The student who turns four by May 31 is eligible for TK

2024-25

The student who turns four by June 31 is eligible for TK

2025-26

All students who are four are eligible for TK

Transitional Kindergarten will be open to all four-year-old children. Families will have the option of a nine-hour day.

Professional development will offer a wide variety of opportunities for continuous improvement. Supportive options may include earning or maintaining credentials, formal coursework, attending conferences, and internal relevant learning opportunities.

ALUM ROCK UNION SCHOOL DISTRICT 05/20/2022

Universal Prekindergarten Planning and Implementation Grant Program – Planning Template

A Resource for Local Educational Agencies

Released - December 17, 2021

Universal Prekindergarten Planning and Implementation Grant Program – Planning Template	1
Universal Prekindergarten in California	3
The California Universal Prekindergarten Planning and Implementation Grant Program - Overview	3
Planning Template Purpose	5
Accompanying Guidance	7
Directions, Timeline, and Suggested Planning Process	8
Key Considerations	9
Transitional Kindergarten Implementation Timeline	9
Supporting a Preschool through Third Grade Continuum	10
Full-Day, Extended Learning and Care	11
Creating Joint or Aligned Plans	11
UPK Planning Template	12
Self-Certification	12
Projected Enrollment and Needs Assessment	13
Recommended Planning Questions	13
Required Questions	16
Focus Area A: Vision and Coherence	17
Recommended Planning Questions	17
Required Questions	18
Focus Area B: Community Engagement and Partnerships	21
Recommended Planning Questions	21
Required Questions	21
Focus Area C: Workforce Recruitment and Professional Learning	24
Recommended Planning Questions	24

Universal Prekindergarten Planning and Implementation Grant Progran	n - Planning Template
Required Questions	26
Focus Area D: Curriculum, Instruction, and Assessment	31
Recommended Planning Questions	31
Required Questions	32
Focus Area E: LEA Facilities, Services, and Operations	35
Recommended Planning Questions	35
Required Questions	35
Technical Assistance Questions	38
Appendix I - Definitions	44
Appendix II - Additional Deeper Planning Questions	46
Focus Area A: Vision and Coherence	46
Focus Area C: Workforce Recruitment and Professional Learning	46
Focus Area D: Curriculum, Instruction, and Assessment	46
Focus Area E: LEA Facilities, Services, and Operations	47

Universal Prekindergarten in California

Decades of research demonstrate that an early and strong foundation for learning matters. Children who have effective learning opportunities before kindergarten have an advantage in school and in life over children who do not, especially children with adverse childhood experiences. Children who attend quality preschool programs are more prepared for school in terms of their early literacy, language, and math skills, their executive function, and social emotional development. In some cases, preschool participants are less likely to be identified for special education services or to be held back in elementary school than children who do not attend developmentally-informed preschool programs that include strong educational components.

California is poised to realize universal prekindergarten (UPK) for all four-year-old children, and to expand services for three-year-old children through bold leadership and the unprecedented investments in the Budget Act of 2021, including universal transitional kindergarten (UTK) and expansion of the California State Preschool Program (CSPP).

The tumult of the COVID-19 pandemic accelerated a call to action to ensure a strong educational foundation for all children, emphasizing the critical role of our education system in supporting children and families' needs and how local flexibility fuels community capacity to meet their needs. California's leaders responded with historic investments in family support, child development and care, and education. Yet, as the Master Plan for Early Learning and Care highlights, realizing the promise of early childhood investments will require all partners—across early learning and care, early education, elementary education, and expanded learning and extended care communities—to work together to create a stronger system designed to meet the needs of the whole child.

The California Universal Prekindergarten Planning and Implementation Grant Program – Overview

California seeks to set children on a trajectory of lifelong success by investing in early and equitable learning experiences, including infant and toddler supports, such as family leave and access to infant and toddler care, universal preschool for all four-year-old children, and enhanced educational experiences across an aligned preschool to third grade system.

The 2021–22 State Budget package established the UPK Planning and Implementation Grant Program as a state early learning initiative with the goal of expanding access to prekindergarten programs at local educational agencies (LEAs). This grant program provides \$200 million for the California Department of Education (CDE) to allocate directly to LEAs based on a statutory formula to support planning and implementation costs associated with expanding prekindergarten options, such as universally-available transitional kindergarten (TK), CSPP, and Head Start for eligible students, and other

local and community-based partnerships.¹ It is important for LEAs to include partners such as CSPP, Head Start, and other early learning and care providers in the cocreation of the local plan. Engaging all partners in the community will enhance resources for families and children and fully utilize and coordinate available resources, including facilities, staff, and funding.

Under the provisions of California *Education Code* (*EC*) Section 8281.5, grant funds are allocated to school districts, charter schools, and county offices of education (COEs) with kindergarten enrollment in specific years, according to a specified formula. In addition, funds are allocated to COEs to support countywide planning and capacity building around UPK.

Grant funds may be used for costs associated with creating or expanding CSPP or TK programs, or to establish or strengthen partnerships with other providers of prekindergarten education within the LEA, including Head Start programs, to ensure that high-quality options for prekindergarten education are available for four-year-old children. Allowable costs include, but are not limited to: (1) planning costs, (2) hiring and recruitment costs, (3) staff training and professional development, (4) classroom materials, and (5) supplies.

As a condition of receiving grant funds, state law requires each LEA to create a plan articulating,

how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings, the After-School Education and Safety Program, the California state preschool program, Head Start programs, and other community-based early learning and care programs (*EC* Section 8281.5).

Under state law, the plan must be developed for consideration by the LEA's governing board or body at a public meeting on or before June 30, 2022, after which the LEA must provide data, as specified by the State Superintendent of Public Instruction, to the CDE. The CDE must encumber funds by June 30, 2024. LEAs will have until June 30, 2025, to use the funds.

In addition, the 2021–22 State Budget also established the Expanded Learning Opportunities Program (ELO-P). The intent of the program is that all LEAs offer all unduplicated students in classroom-based instructional programs access to comprehensive afterschool and intersessional expanded learning opportunities. The ELO-P requires LEAs to offer in-person before or after-school expanded learning opportunities that, when added to the core instructional day, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day (*EC* Section 46120).

In 2021–22, all LEAs must offer all TK through sixth grade (TK–6) classroom-based, unduplicated pupils an ELO-P and provide access to 50 percent of TK–6 enrolled, classroom-based, unduplicated pupils. Commencing in 2022–23, as a condition of apportionment, LEAs with an Unduplicated Pupil Percentage (UPP) at or above 80

¹ In addition, \$100 million is available to LEAs for workforce development through a separate competitive request for applications (RFA). The \$100 million available for workforce development will not be addressed in this document.

percent must offer an ELO-P to all TK–6 classroom-based pupils and provide access to all TK–6 classroom-based pupils upon parent or guardian request. LEAs with an UPP below 80 percent must offer an expanded learning opportunity to all TK–6 classroom-based, unduplicated pupils and provide access to 50 percent of TK–6 enrolled classroom-based, unduplicated pupils. LEAs receiving ELO-P funding must meet all TK–6 requirements, which include, but are not limited to, offering a minimum of a nine-hour day for students TK–6 during the school year, providing pupil access, and offering 30 non-school days of programming, such as during summer and intersession periods. Summer and intersession programming are also offered through many other early learning programs such as CSPP, Head Start, and early learning and care providers. Sharing costs, staff, and resources can support implementation of TK that provides for full-day supports while also meeting parental needs and supporting parental choice of program and setting type. LEAs should consider how these services will be offered as part of their UPK Plan. For key definitions related to UPK in California, see Appendix I.

Planning Template Purpose

The UPK Planning Template has been created to: (1) offer planning questions for LEA consideration in developing comprehensive plans for UPK that meet community and family needs, and (2) outline the data that will be required for submission to the CDE to meet the requirements of *EC* Section 8281.5.

This template includes recommended and required planning questions. Collectively, the recommended and required questions form a set of core planning questions the CDE believes are critical to supporting the development of a comprehensive, responsive, and community-centered UPK Plan.²

- Recommended Questions: LEAs are highly encouraged to incorporate answers to these questions in their UPK Plans. Responses to these questions are not required for submission to the CDE but do support more holistic planning that meets the intent of these funds.
- Required questions: LEAs will be required to answer the required data questions outlined in this template in a survey that will be issued by the CDE following the June 30, 2022, deadline for LEAs to present their plans to their governing boards.³

The CDE will be collecting information on the answers to the required questions after July 30, 2022, in a survey. This will allow the CDE to learn about how LEAs are planning to implement UPK, and to identify what additional support may be needed to help LEAs as they move along the implementation process.

The questions required for submission to the CDE should be answered based on what the LEA plans to implement in the 2022–23 school year. However, the CDE encourages

² See Appendix II for additional planning questions for LEAs that are ready to develop more advanced UPK and preschool through third grade (P–3) plans.

³ The required questions referred to in this template are being provided to LEAs in advance of the survey to assist in the planning and Implementation process.

that LEAs, when developing their UPK Plan for consideration by their local governing board, look beyond the first year of implementation and lay the foundation for the full implementation period. The CDE also encourages LEAs to look to their Local Control and Accountability Plans (LCAPs) to identify where their LCAPs already include relevant opportunities for alignment, and to consider the results of the UPK planning and implementation efforts as it pertains to future updates to their LCAPs.

The UPK Planning Template is organized as follows:

- 1. Self-Certification
- 2. Projected Enrollment and Needs Assessment
- 3. Focus Area Planning
 - a. Vision and Coherence
 - b. Community Engagement and Partnerships
 - c. Workforce Recruitment and Professional Learning
 - d. Curriculum, Instruction, and Assessment
 - e. LEA Facilities, Services, and Operations
- 4. Technical Assistance Questions

The CDE encourages COEs to use this template as a guide for developing their own plans for how they will support the districts in their county to assess options, make decisions, and construct a plan that includes the required questions and considers the recommended questions found in this template.

Accompanying Guidance

To help introduce LEA leaders to early education concepts, agencies, and structures, the CDE will release an accompanying Guidance Document in early 2022, that will include information on the following:

- 1. Local LEA indirect service agencies and partners (for example, child care local planning council [LPC], Resource and Referral program [R&R], Alternative Payment Program [APP]);
- 2. Allowable ways to layer funding sources and programs to achieve full-day programming for four-year-old children;
- 3. Requirements for TK and early education facilities;
- 4. UPK workforce requirements for CSPP and TK educators, including the Early Learning Career Lattice, Commission on Teacher Credentialing (CTC) Child

Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

Development Teacher Permit information, information on the Multiple Subject Teaching Credential requirements, and TK educator professional learning;

- 5. Other available resources for UPK Implementation:
 - Workforce development grants and funds that can be accessed to help candidates obtain early education and TK qualifications (for example, federal stimulus funds, Educator Effectiveness Block Grant, and others);
 - b. Funding sources that can be utilized for facilities;
 - c. Funding sources that can be utilized for extended learning and care;
- Research on the importance of participating in quality early education and research demonstrating the long-term impact on attendance, behavior, graduation rates, and academic and career success; and
- 7. Other resources aligned with the questions presented in the UPK Planning Template.

Additionally, the CDE will work with partners to ensure the release of additional information and technical assistance in the form of guidance, resources, tools, and regularly-scheduled webinars. Topics will include workforce, support for multilingual learners, and inclusive early education practices, among others.

Directions, Timeline, and Suggested Planning Process

LEAs are encouraged to use this template to fulfill the *EC* Section 8281.5 requirement to create a UPK Plan that articulates how the LEA will facilitate access to full-day learning for all children the year before kindergarten, including their partnerships with CSPP, Head Start, other preschool partners, and extended learning and care partners. The CDE will disseminate a survey to collect responses to the required questions in this template following the June 30, 2022, deadline for presenting plans to the local governing board.⁴

The CDE recommends the following process and timeline after the release of this UPK Planning Template in December 2021:

 LEAs convene a planning team, including staff from the early learning department and Head Start (if these exist), curriculum and instruction, student programs, workforce and human resources (HR), business services, special education, multilingual education, expanded and after-school learning, and facilities.

⁴ The CDE may collect additional data related to UPK implementation in future years as well.

- 2. The CDE, along with partners, will release guidance, resources, and additional information to support LEAs in the development of their UPK plan. LEAs should review this guidance as part of their planning process, and COEs should use the guidance to inform the support they offer to LEAs.
- 3. COEs develop plans for how they will support LEAs in their county to assess options, make decisions, and construct plans that address the required questions and consider the recommended questions found in this template. COEs should communicate with the LEAs in their county about the types of information, resources, and technical assistance the COE is able to offer to support the UPK planning process.
- 4. LEAs conduct outreach and engagement activities with local R&Rs, LPCs, and existing extended learning and care providers including early learning and child care providers operating within the LEA's enrollment attendance boundary.⁵
- 5. LEAs convene a public engagement process to gather input and perspectives to inform the plan. This engagement process should include parents, early learning communities (including CSPP, Head Start, and the Head Start Policy Council), and expanded learning communities (including the After-School Education and Safety [ASES] Program). To ensure meaningful engagement, the CDE recommends LEAs complete this by March 1, 2022.6
- If the LEA wants technical assistance from their COE, the CDE recommends LEAs submit a draft of the UPK Plan to their COE for review by April 15, 2022.
- 7. Planning teams meet with the COE to discuss the LEA's draft, including local constituency input, by June 1, 2022.
- 8. Planning teams present a draft plan to the school board by June 30, 2022.
- 9. The plan shall demonstrate how families will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including

⁵ LEAs can obtain a list of licensed ELC providers operating within the LEA's enrollment zip codes by contacting their county R&R. LEAs can also collaborate with APPs in their county to share information about the engagement activities with ELC providers in the county. See the CDE Guidance Document to learn more about R&Rs and APPs and how to find the R&R(s) and APP(s) in your county. In addition, as local partnerships, LEAs should and can work with local Head Start grantees to discuss the Head Start needs assessment allowing for better coordination and collaboration.

⁶ The purpose of this engagement process is to ensure that diverse community voices and interests are uplifted and used to inform the development of a UPK Plan that meets families' and communities' needs. The LEA should develop a process that allows for authentic, inclusive, and meaningful input.

Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

through partnerships with the LEA's expanded learning offerings, the ASES Program, CSPP, Head Start programs, and other community-based early learning and care programs.

Following the presentation of the plan to the LEA's school board, the LEA shall respond to the CDE's subsequent requests for information no later than July 31, 2022.

Key Considerations

Transitional Kindergarten Implementation Timeline

As a condition of receipt of apportionment, school districts and charter schools must implement universally available TK for all four-year-old children by 2025–26 (*EC* 48000[c][1]). LEAs are encouraged to consider how this implementation timeline will impact elements of their UPK Plan, including whether implementing UTK on a fast timeline will allow the LEA to reach economies of scale with regard to the number of classrooms and TK teachers needed. The table below illustrates the UTK implementation timeline, including eligibility and ratios.

Table: TK Eligibility, Ratio, and Class Size Requirements by Fiscal Year

Type of Requirement	2021–22	2022–23	2023–24	2024–25	2025–26
Eligibility	Turn five between September 2 and December 2; at district discretion, turn five between December 3 and the end of the school year	Turn five between September 2 and February 2; at district discretion, turn five between February 3 and the end of the school year	Turn five between September 2 and April 2; at district discretion, turn five between April 3 and the end of the school year	Turn five between September 2 and June 2; at district discretion, turn five between June 3 and the end of the school year	Turn four by September 1
Ratios	Not specified	1:12	1:10**	1:10**	1:10**
Class Size	24	24	24	24	24

^{*} average class size across the school site

Supporting a Preschool through Third Grade Continuum

The CDE recently launched a Preschool through Third Grade (P–3) Alignment Initiative rooted in research that suggests the gaps in children's opportunities and learning outcomes demand system-level reform at the state, county, district, school, and community level. Through this work, the CDE hopes to disrupt inequities, address bias, and promote equitable opportunities for California's early learners. UPK implementation presents a critical opportunity to strengthen P–3 alignment, as a means of sustaining and accelerating the improved child outcomes associated with high-quality, early learning experiences.

To ensure the LEA's plan is aligned with the vision of a P–3 continuum, the development team for the LEA UPK Plan (for which this document is a template) should include staff from the early education department (if there is one), curriculum and instruction, student programs, workforce, HR, business services, special education, multilingual education, expanded learning and afterschool, and facilities. Furthermore, to create a strong UPK system that meets families' needs, the voices and choices of parents should be centered. Furthermore, LEAs should conduct outreach to the early learning and care providers that operate within the zip codes that the LEA serves to include them in informing the development of the LEA's UPK Plan.

As a best practice, the CDE recommends LEAs convene a public engagement process to gather input and perspectives to inform the plan by March 1, 2022. This engagement process should include parents, early education communities (including CSPP and Head Start), expanded learning communities (including the ASES Program), and early

^{**} Subject to future legislative appropriation

learning and care (including center- and home-based child care) in order to gather information from impacted communities to inform the development of this plan.

Full-Day, Extended Learning and Care

State law does not require LEAs to operate a TK program that offers full-day early learning to all children the year before kindergarten; however LEAs must articulate how they plan to offer full-day, early learning programming to all students, and how they are partnering or plan to partner with other programs, such as those listed in the statute, to ensure that every child has access to extended learning and care that, combined, equates to a full-day of programming that meets the community's needs. Additionally, starting in the 2022–23 school year, LEAs receiving ELO-P funding must offer nine hours of combined instructional time and expanded learning opportunities per instructional day to all unduplicated children enrolled in TK and at least 30 intersession days; however, LEAs are not required to exclusively use ELO-P funding to meet the requirement. LEAs can instead partner with Head Start, CSPP, ASES, or other community-based child care programs to fund and provide the additional extended learning and care hours needed to reach nine hours. (*EC* Section 46120). This would allow the LEA to use ELO-P funds to provide additional service hours or services for additional children.

Creating Joint or Aligned Plans

LEAs are permitted to partner in creating a joint UPK Plan and may submit the same plan for multiple LEAs. Small and rural LEAs serving similar communities, especially those with low TK or kindergarten average daily attendance (ADA), are strongly encouraged to consider creating a joint UPK Plan which includes non-district learning programs serving four-year-old children. LEAs are also encouraged to consider partnering with other nearby LEAs to submit a joint UPK Plan or with their COE to create a single, countywide plan. These joint plans should be developed in conjunction with CSPP, Head Start, other preschool programs, and early learning and care providers.

UPK Planning Template

Self-Certification

In the data collection survey submitted to the CDE, LEAs must self-certify they developed a plan that was presented for consideration by the governing board or body at a public meeting on or before June 30, 2022, for how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanding learning offerings, ASES, CSPP, Head Start programs, and other

community-based early learning and care programs.

LEA Name	Contact Name and Title of the Individual Self-Certifying the Statement Above	Email	Phone
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT	Dr. Dianna J. Ballesteros, Director of Early Learning	Dianna.ballesteros@arusd.org	Office: 408.928.7290 Mobile:

- 1. Please complete the following table:
- 2. Did the LEA develop a joint plan with multiple LEAs (for example, multiple small and rural LEAs serving similar communities or countywide plans developed with support of the COE for all LEAs in the county)? [select one]
 - a. Yes
 - b. No X
- 3. If the LEA answered Yes to Question 2, what other LEAs are part of this joint plan? [open response] N/A

Projected Enrollment and Needs Assessment

Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required

programs for three- and four-year-old children in the LEAs attendance area? (LEAs are encouraged to work with 1. What do existing data sources indicate about parental needs and preferences related to early learning and care local early learning and care partners such as CSPP, Head Start programs, LPCs, R&Rs, and APPs, and utilize data sources such as LPC Needs Assessment data, Head Start Needs Assessments, and so on). According to one data source subsidized preschool capacity in Alum Rock was 1208. (Applied Survey Research Annual Report 2019-2020)

estimated 65 percent of all four-year-old's are enrolled in licensed center-based care or license- exempt TK, and an estimated 69 percent of income-eligible four-year-old's are in some form of state-supported preschool or TK LPCs and R&R agencies report progress made in expanding access to care for four-year old children. An America Institute for Research, 2019)

Using the projected TK enrollment for the LEA provided by the CDE, make modifications to the LEA's TK student estimates and make cumulative facilities and staffing estimates needed each year from school year 2022–23 to 2025–26.7 Complete the following tables.8 *ا*ز

Table: Projected Student Enrollment

combination classes), add additional rows to the table and develop estimates for the number of kindergarten students, ⁷ If the administration of kindergarten will be impacted by the implementation of UPK, (for example, through the use of classrooms, teachers, and teacher's assistants will be needed, in addition to those estimates that are required for reporting to CDE.

See the implementation schedule above for changes in teacher/adult ratios over the implementation period.

Type of	2019–20	Current	2022-23	2023-24	2024-25	2025-26
Student		(TK-eligible	(TK-eligible	(TK-eligible	(TK-eligible	(TK-eligible
		children turn				
		five between	five between	five between	five between	four by
		September 2	September 2	September 2	September 2	September 1)
		and	and February	and April 2,	and June 2,	
		December 2,	2, inclusive)	inclusive)4	inclusive)	
		inclusive)				
TK Students	248	278	281	425	489	649
CSPP (if	24	24	24	24	24	24
applicable)						

Table: Facilities Estimates (Cumulative)

Type of	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK	20	17	20	21	24	32
Classrooms						
CSPP	2	2	2	4	4	4
Classrooms						
Head Start or	16	19	19	19	19	20
Other Early						
Learning and						
Care						
Classrooms						

Table: Staffing Estimates (Cumulative)

Type of Staff	2019–20	Current	2022-23	2023-24	2024-25	2025-26
TK	20	13	15	21	24	32

Page 14 of 66 California Department of Education – December 2021

Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

Type of Staff 2019-20	2019-20	Current	2022-23	2023–24	2024-25	2025–26
TK Teacher's	19	13	15	21	24	32
Assistants						
CSPP (if	3	3	3	5	7	7
applicable)						
Other CSPP	6	o	6	15	21	21
Classroom						
Staff (if						
applicable)						
Early	2	2	2	8	က	4
Education						
District-level				9%		
staffing (if						
applicable)						

no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day, before school or after-school expanded learning opportunities that, when added to daily instructional minutes, are including through partnerships with the LEA's expanding learning offerings, ASES, CSPP, Head Start programs, As part of the ELO-P requirements, EC Section 8281.5 requires LEAs to offer or partner in offering in-person and other community-based early learning and care programs. ഗ

earning and care services in addition to the TK instructional minutes. Then, working with local early learning and Consider your estimated number of TK students. Estimate the number of TK students that will utilize extended care and expanded learning partners, estimate the number of slots available for TK students in the following programs:

Table: Projected Number of TK Students Utilizing Extended Learning and Care

2025–26	100
2024–25	80
2023–24	70
2022-23	50
Current	40
2019–20	35

Fable: Projected	Number of Slot	S Available for T	K Students			
Slot Type	Slot Type 2019–20 Current	Current	rent 2022–23	2023–24	2024-25	2025–26
CSPP	10	10	20	30	40	50
Head Start	4	4	œ	16	16	36
ASES	40	40	50	70	80	100
Program/ELO						
-P YMCA-			OC.			
Think						
Together-						
Little Heroes-						
City of San						
Parks & Rec						

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board. There are no required questions in this section.

Focus Area A: Vision and Coherence

In order to provide equity of access for all students and their families, it is vital for the LEA, in partnership with early learning and care programs, to develop a coherent educational system that begins with UPK, includes access to TK and other options for all four-year-old children, and provides nine hours of programming per day through a combination of instructional time and extended learning and care opportunities for those families who choose this option.

In planning for UPK, consider how the LEA's administrative structure will support school leadership in building connections between them and expanded learning programs as well as early learning and care programs (CSPP, Head Start, other subsidized or privately administered preschool and child care programs) to provide UPK programing and before school and after-school, intersession, and summer learning and care.

Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

1. What is the LEA's vision for UPK? [open response]

Our vision of success is that all children in Alum Rock Union Elementary School District are healthy, thriving, and reach their full potential in school and life. Aligned with our Board of Trustees vision all Alum Rock students will be ready for the future in a diverse and competitive world. We are committed to strengthening and building an inclusive, equitable, high-quality, integrated systems in Alum Rock that promotes children's health, development and learning from the prenatal period through 3rd grade.

2. In addition to TK, what service delivery models will be integrated to offer UPK programming, including the nine hours of total extended learning and care programming around the TK instructional time for families that opt in? In developing this component of the plan, LEAs should include partners such as CSPP, Head Start, and other early learning and care providers to ensure local services and funding are maximized and coordinated in response to parental needs and choice. [open response]

Alum Rock works in partnerships to align and integrate systems of support, in collective unity we strive to provide inclusive, equitable, affordable, and universal access to high quality early learning experiences. The partnerships formed in Alum Rock are critical to our UPK work.

Early Learning Educational Partners and Active Participants of our Early Learning Strategic plan in Alum Rock School District are:

California Education Partners-provide guidance in establishing P3CC Pioneer Mathematics Project, P3 Collaboration and Coherence in Adelante 2

Santa Clara County Office of Education, provide Early Learning Services, CSPP & Head Start Centers located on Alum Rock campuses

Think Together, operate two Dual Immersion Spanish preschools campuses Adelante 1 and Adelante 11, to provide an expanded 9-hour-day

YMCA- Support before and after-school programs and will expand services to provide an expanded 9-hour day

SJB Centers-expansion to include Infant and Toddler and 9-hour day at Cassell and Dorsa Elementary Schools

Kidango Centers-partnership redesign of Cesar Chavez campus as an Early Learning Center expansion Infant and Toddler and 9-hour day for T4TK & K, and our preschool special education classes will remain on campus, a redesigned and repurposed Early Learning Center Campus infant toddler through kindergarten. Approved by the Board of Trustees on April 14, 2022.

Little Heroes, offering Sports enrichment in the expanded 9-hour day

City of San Jose Parks & Recreation

Current participating partners other partners as needed identified will be added to continue to build UPK in Alum Rock.

3. Describe the planned administrative structure that will support and monitor the UPK program and facilitate connections with the ELO-P as well as non-LEA-administered early learning and care programs that will support the extended learning components of UPK. [open response] The planned UPK implementation administrative structure meets once a week to plan, support the program, facilitate connections with the ELO-P, and plan how and when expansion and extended learning components of UPK are implemented. The administrative structure includes; the Superintendent's Office, Superintendent, Dr. Hilaria Bauer, Division of Business Services Assistant Superintendent, Kolvira Chheng, Division of Instructional and Academic Services, Professional Development, Early Learning, Multilingual-Dual Language-English Learners,—Assistant Superintendent Rene Sanchez, Director of Academic Services Barbara Campbell, Assessment and Data Collection, Dr. George Kleidon. Human Resources, Director Tereasa Smith. Facilities. Director Ed Villarreal. Special

Education, Director Anthony Colonna. Child Nutrition, Meals and Nutrition, Director Denisse Mendez Expanded Learning Opportunities Plan (ELOP), State and Federal Director Sandra Garcia, Director of Early Learning, Dr. Dianna J. Ballesteros.

4. Identify and assign each individual that will be responsible for key functions pertaining to implementing UPK (for example, academic or educational services, early childhood, facilities, human resources and labor, special education, English learner or multilingual programs, partnerships, including early learning and care and ELO-P, assessment and data collection, professional learning, workforce recruitment and preparation support, or others). [open response] Our UPK Implementation Team and key early learning partners are designing plans to continue the work and develop an early learning educational system that bridges both worlds of early and elementary education.

UPK Implementation Team: Superintendent Office, Leadership and vision, Academic Instructional Services, Early Learning Department, Student Services, State & Federal ELO-P, Human Resources-workforce recruitment, Facilities, Special Education, Social-Emotional Department -Preschool Assessment Center of Support, Professional Development, Business Fiscal Department, Child Nutrition Services, Information & Technology Support all hold shared responsibility for key functions about successfully implementing our UPK plan. Early Learning Partners, Chief Executive Officer of Kidango, Scott Moore redesign of Cesar Chavez Campus to Early Learning Center and Campus, Chief Executive Officer of SJB Centers, Kelly Mercurio expansion of early learning services addition of Infant Toddler center at Dora and Cassell Elementary Schools, Executive General Manager of Think Together, Stacy Galdamez, discussions of expansion and blended models of TK and CSPP.

- 5. Identify how UPK leadership will be integrated in the decision-making process at the executive or cabinet level. [open response]
 - UPK leadership participates in monthly Extended Cabinet meetings. The cabinet-level Assistant Superintendent who oversees the development of the Early Learning Department presents programs and services to support early learning and development in the district.
- 6. Describe how the LEA's proposed UPK model will be integrated with the district's LCAP. [open response]
 - UPK is integrated with our LCAP in extended learning opportunities each summer. A Bridge to Kindergarten program is annually offered for new incoming children in the early grades T4-TK-prior to the start of the new school year. We work with community-based partners to provide educational opportunities for the families, addressing the Five Protective Factors of the Strengthening Families

Approach: parental resilience, social connections, concrete support in times of need, knowledge of parenting and child development, and social and emotional competence of children. Extended after-school opportunities are offered to families with children who need support. UPK will extend this offer with our partners to a nine-hour day. In our LCAP plan, early learning is financially supported. LCAP funds support operating expenses, materials, and supplies. Families and children get school-home-connection materials. District funds have prioritized enrolling four-year-old children in Transitional kindergarten since 2015 in Alum Rock.

Calming kits which support the social-emotional learning of T4-TK and Raising a Reader Summer Learning to take-home bags. Professional development is designed for TK teachers, and consultative observational services are scheduled, prioritizing children with high needs. The LCAP outlines workforce support with paraprofessionals to support the teacher and children in classrooms while keeping the group's size at 20 children. Additionally, our T4TK classrooms have technology support for both1:1 device hardware (IPads for all early learning children) and developmentally appropriate software available for early educators. In the LCAP, we outline the importance of social-emotional learning support. Additional materials are selected to support the development of our TK classrooms. Early learning leadership participates in the community forums.

7. Describe how the LEA plans to ensure the inclusion of students with disabilities in UPK classrooms and who will be involved in the process. [open response]

Alum Rock strives to guarantee access to early learning and care for All families and children. Our early learning and care programs with our partners SCCOE-Early Learning Services and, Kidango, plus SJB, allocate a minimum of 10 percent of our early learning slots to families with children who have disabilities and need enhanced support. We continue to work closely with our First 5 Santa Clara County family resource centers to identify early children who may have a disability and provide them with the earliest support possible and ensure they are included in our UPK program, and accommodations are in place to create an environment of welcome and inclusion. Our Family Resource Centers do developmental screenings for early intervention services. During the Bridge to Kindergarten program, and throughout the school year, or when a parent/family shares concerns, an AGES and STAGES Questionnaire (ASQ) was completed with the families with parental consent. If a referral is needed, our partners, through First 5 in Santa Clara County with Santa Clara County Behavioral Health Services and Kid Connections consultation and assessment collaboration for children and families, and they support children who may need further and deeper evaluations at no cost to families who have limited resources. Kid Connections connects families to educational programs and other community resources—such as the Early Start program and loops them back to our First 5 Family Resource Centers. When a family has private insurance and the parent/family gives their consent the developmental screener contacts the private insurance to share the results of the ASQ's. Early supportive services in the district help to intervene early for children with special needs. In the

District our Special Education Department supports formal IEP screening and assessments and behavioral and developmental services with school counselors, interns, and multidisciplinary district teams. In Alum Rock, UPK is vital that we continue to serve and include all children and families and never exclude any children. UPK will work closely with our Special Education Department, consult on unique cases, and collaborate on best practices and professional development to support early educators in providing high-quality early learning experiences and lessons in culturally supportive experiences, mental health, and positive behavioral support. UPK in Alum Rock will employ and implement supportive program standards, like California Common Core for Special Education, California's Special Education Guide, The National Association for the Education of Young Children - Developmentally Appropriate Practices and the joint position statement of the Division for Early Childhood and the National Association for the Education of Young Children (NAEYC), and Transitional Kindergarten Implementation Guide, and other evidence-based standards and publications from the State of California.

8. Describe how the LEA plans to support sites in building connections between them and ELO-P, as well as early learning and care partners. [open response]

The Early Learning Department and our State and Federal Department, which holds the ELO-P, are working in collaboration to ensure solid connections are developed with our early learning and care partners. Our current partners, which are committed to supporting our ELO-P, are onboard with our UPK plan, Kidango, SJB, SCCOE- Early Learning Services, Think Together, YMCA, City of San Jose Parks and Recreation Department, Little Heroes, and other identified partners as we grow our UPK.

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

- Which of the following model(s) of service delivery does the LEA plan to implement for UPK for all four-year-old children, including classes fully inclusive of children with disabilities, to provide access to the least restrictive environment for learning? [select all that apply]
 - a. X TK offered at all sites,
 - b. TK offered at some sites
 - c. X TK stand-alone classes
 - d. X TK and kindergarten combination classes

- e. X CSPP and TK combination classes (CSPP funding and ADA funding)
- f. Locally-funded preschool and TK combination classes
- g. X CSPP stand-alone classes
- h. X Head Start stand-alone classes
- i. Other [describe, open response]
- 2. Does the LEA plan to implement full-day TK, part-day TK, or both? [select one]
 - a. Full Day TK
 - b. X Part Day TK
 - c. Both
- 3. Describe how the model(s) of service delivery selected in the preceding two questions will be implemented across the LEA's sites and why. [open response]

TK in Alum Rock School District is offered in all elementary sites in variation to meet the needs of families and take advantage of qualified and credentialed teachers. TK classrooms are implemented stand-alone in TK and Kindergarten combinations. With expansion funds considering CSPP and TK combinations.

The delivery model of services includes but is not limited to:

- An early learning program that aligns with elementary education standards
- A program that strengthens language and literacy, and values home languages and multilingualism in classrooms
- Implements evidence-based social-emotional strategies and techniques used throughout the district, Kimochi's, CASEL, and planned ongoing Professional Development by our Social Emotional Department, new additions to our SEL Teaching Pyramid through our County Office of Education.
- Environments are intentionally designed and play-based for active and hands-on child learning.

⁹ The minimum length of instructional time that must be offered to constitute a school day is 180 minutes (*EC* sections 46117 and 46201). By statute, the maximum school day in kindergarten is four hours ("part day") (*EC* Section 46111). However, *EC* Section 8973 allows schools that have adopted an early primary program (extended-day kindergarten or "full day") to exceed four hours. Furthermore, *EC* Section 48000 states that a TK shall not be construed as a new program or higher-level service. In general, the number of required instructional minutes for TK is 36,000 minutes per year.

- Students have predictable daily routines and schedules that support learning, health, meals, and outdoor play.
- Environments that follow Universal Design Learning
- Campus site teachers, principals, and paraeducators receive continuous professional development opportunities in the educational focus and relevant curriculum areas.
- 4. Does the LEA plan to begin operating a CSPP or expand its current CSPP contract? [select one]
 - a. X Yes the LEA applied to expand its existing CSPP contract in 2022–23
 - b. Yes the LEA applied for a new CSPP contract in 2022–23
 - c. Yes the LEA will apply to expand its existing CSPP contract in future years (if funding is appropriated by the legislature)
 - d. Yes the LEA plans to apply to administer a CSPP contract in future years (if funding is appropriated by the legislature)
 - e. No the LEA has no plans to begin or expand a CSPP contract in future years
 - f. No the LEA plans to relinquish or reduce CSPP services in future years
- 5. If the LEA answered yes in question four, what age of children does the LEA plan to serve through a CSPP contract? [select all that apply]
 - a. X Three-year-old children
 - b. X Four-year-old children who will not be enrolled in TK in the current school year
 - c. Four-year-old children who will be enrolled in early admittance TK on their fifth birthday but who are not yet enrolled because their birthday does not fall in the range for which LEAs are fully funded to support TK. (Note: children whose birthdays fall outside of this range can be served in TK at LEA option from the beginning of the school year, but LEAs only generate ADA after the child's fifth birthday.)
 - d. X Four-year-old children who are enrolled in TK, including early admittance TK (CSPP would provide extended learning and care in addition to the TK instructional day).

- 6. Please indicate if the LEA plans to serve students eligible for early admittance TK, for children whose fifth birthday occurs after the enrollment date for the year of implementation (see implementation timeline above)?
 - a. 2022–23 (Birthdays February 3 or after) [select one]
 - i. X Yes
 - ii. No
 - iii. Maybe
 - b. 2023–24 (Birthdays April 3 or after) [select one]
 - i. X Yes
 - ii. No
 - iii. Maybe
 - c. 2024–25 (Birthdays June 3 or after) [select one]
 - i. X Yes
 - ii. No
 - iii. Maybe

Focus Area B: Community Engagement and Partnerships

To successfully implement UPK and create a P–3 continuum, LEAs will need to cultivate relationships and collaborate with both internal and external partners.

Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions below.

1. How does the LEA's UPK Plan prioritize parental needs and choices? [open response]

Family/Parental needs are prioritized by boundary schools, the desire of specialized schools, such as a small school, travel distance request school, sibling alumni, specialized schools-STEAM, Arts & Theatre, Dual Immersion Academies-Spanish or Vietnamese, intra-district and inter-district transfer request. Family needs and choices are considered a priority to support each family's academic goals. If unable to meet the parental need, ARUSD refers to R&R for preschool and contacts our Early Learning partners to support the unique needs of families.

2. How does the LEA plan to meaningfully engage extended learning and care partners in the development of the LEA's UPK Plan? [open response]

Extended Learning partners are engaged through email-communication-check in's monthly in-person and virtual meetings. Educational extended learning partners access leadership through individual phones, emails, calendar scheduling, and meetings to address unique situations. Open-accessible communication is a priority. Collaboration, communication, and collective focused work in UPK and implementation.

3. What actions does the LEA plan to take to partner with local R&Rs; LPCs; and existing early education, child care, and expanded learning providers within the LEA's attendance boundary to support parents to access services across LEA-administered and non-LEA-administered programs for extended learning and care and other supports? [open response]

Santa Clara County Office of Education (SCCOE) has the Resource and Referral (R & R) agency. The R & R provides various services that support our UPK plans. Our relationship with R & R has been to refer families when they need help finding early learning sites in which Alum Rock may not best meet their needs. We also refer our early educators to the professional development offering in diverse languages. We will continue to use the R & R in our county to support the high-quality UPK program in Alum Rock. Alum Rock early learning opportunities, like CSPP and Parent Community Cooperative, are listed with our R & R at the SCCOE.

Local Planning Council (LPC), Santa Clara County Office of Education, and LEA Alum Rock early learning participates in scheduled meetings with our local LPC. Membership comes to us as operators of a Title 5 State Subsidized Child Care Program in Santa Clara County; we hold a CDE grant. Our CSPP grant reserved our participation. We are participants in LPC's Santa Clara County Child Care Pilot Program with our two Dual Immersion preschools at Adelante I and Adelante II campuses. Our UPK program will continue this significant relationship and participation.

4. How does the LEA plan to create or grow partnerships with early learning and care providers serving children with disabilities (including how the LEA plans to collaborate with their SELPA to enroll more children with disabilities in inclusive UPK opportunities)? [open response]

Working closely with our community partners, our Director of Special Education, and our other intentional child support staff, such as counselors, school psychologists, and interns, inform when families need assistance. Our departments scaffold the work to assist families and children in our district. Our four Family Resource Centers host School Link Services Supervisors (SLS) offices located in district geographic locations and on the ground neighborhoods. SLS receives referrals for children who may need individualized support. Localized in a hub of the community FRCs, here SLS are accessible to provide referrals to families who walk in and connect them with other resources. We have close professional relationships such as. Special Education Services. Preschool Assessment Center, Psychologists, Speech Therapists, our Adapted Physical Education Therapists (APE), and Occupational Therapists, Mental Health Counselor and interns to serve and support with early identification of special needs, and early interventions. We also work closely with other school districts when our district has a transferred child in one of our preschools and the young child is identified with special needs. There are key entry points for families to get help, enroll in schools, inquire about specific needs, or meet with a service provider like a counselor. Classroom enrollment holds ten percent of protection spaces for children with special needs with IEPs, and we refer to SCCOE Early Learning Services

5. Develop sample program schedules that describe how the requirements of the ELO-P will be met for UPK, including the use of ELO-P funds or other fund sources; how they will be combined with the instructional day to offer a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports); and how they will offer a minimum nine-hour summer or intersession day. [open response] Alum Rock School District will offer all Transitional Kindergarten and Kindergarten children and their families an all-inclusive afterschool and intercessional expanded learning opportunities. We are seeking partners to provide a high-quality, evidence-based experiences. There will be no

cost to access the nine hours day of developmentally appropriate academics integrated with enrichment activities. We have started to test out the logistical aspects of the nine-hour day. Programming will be offered on all school days and plus 30 intersession days. Alum Rock operated the first intersession 9-hour day during Spring Break of this year-April 18-22, 2022. The 9-hour day titled Spring Break Camp was located at four school campuses, three elementary Dorsa, Lyndale, Painter, and one middle school George. We will offer this expanded year summer school program a 9-hour day from June 21 through July 22, 2022. Funding sources are After School Educational and Safety ASES-State, 21st Federal funds 21st Century Community Learning Centers (CCLC)-Federal grant, AB86 ESSER II & III federal Expanded Learning Opportunities (ELO-P). Community Input was collected through our State & Federal departments, which overwhelming voiced a need for longer day programs.

SAMPLE PROGRAM Daily Schedule: TK

8:15-8:20: Social Emotional Learning -Kimochi's Characters
8:20-8:30: Quiet Desk Activity (such as reading, writing name)
8:30-8:40: Reading Readiness Alphabet/phonics
8:40-8:55: Language and Literacy
8:55-9:00: Math and or Science Concepts
9:00-9:13: Math and or Science Activity
9:15-9:25: Whole class: Calendar, counting, phonics, reading readiness.
9:25-9:40: Group 1 "small group pull out" (3-9 students)
9:40-9:55: Group 2 "small group pull out" (3-9 students)
9:55-10:00: Clean-up/line up for recess

10:00-10:20: Physical Development outdoor Recess		
10:25-10:50: Movement/ Songs/ Story and Response to literature		
10:50-11:15: Group 3 "small group pull out" activity (3-9 students)		
11:15-11:25 Whole class: Review Concepts of the day (oral language), clean up, line up		

11:30-11:35: Meal Preparation walk into cafeteria (assist with food packages)	
11:35-12:15: Student Lunch Time	

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12:15-12:25: Afternoon Phonics/Literacy activities;
12:25-12:40: Afternoon Math Concepts
12:40-12:55: Language Literacy Group
12:55-1:10 Mathematics Group
1:10-1:15: Clean-up/Dismissal (children to afterschool B6 Think Together)
1:15-2:45: Teacher preparation, cleaning class objects

1:30 - 2:00 Transition to After School
2:00- 2:30: Social Emotional Learning check in welcome -Kimochi characters
2:30-3:30 Meal Supper Time, wash
3:30-4:30 Enrichment Small Groups (music, dance, theater, arts, hip-hop, manipulatives)
4:30-5:15 Physical Development Outdoor Play, Small Group Homework Support
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Required Questions

CDE will be requiring this information be completed and submitted to the CDE after the plan is presented to the governing board.

- 1. Identify which of the following opportunities the LEA implemented to obtain public input on the UPK Plan. [Select all that apply]
 - a. X Parent Teacher Association Meetings
 - b. X Family or parent surveys
 - c. X English Learner Advisory Committee (ELAC)
 - d. X District English Learner Advisory Committee (DELAC)
 - e. X Special Education Local Plan Area (SELPA)
 - f. X School Site Council
 - g. District Advisory Committee
 - h. X LCAP educational partners input sessions
 - i. Tribal Community input session
 - j. X Co-hosting events with community-based organizations (CBOs)
 - k. X Hosting meet and greets with the early learning and care community
 - I. X LPC Meetings
 - m. X Local Quality Counts California (QCC) consortia meetings
 - n. X First 5 County Commission meetings

Page 28 of 66
California Department of Education – December 2021

- o. Community Advisory Committee (CAC)
- p. Head Start Policy Council meetings
- q. X Collaboration with parent engagement centers (for example, Parent Training and Information Center [PTIC], Community Parent Resource Center [CPRC], Family Empowerment Centers [FEC])
- r. X Other [describe, open response] FIRST 5 Family Resource Centers located in Alum School District Quadrant.
- 2. Select which programs the LEA plans to combine with the TK instructional day to offer a minimum of nine hours per day of programming (instructional day plus programming) for children whose families opt in for extended learning and care. [select all that apply]
 - a. X Expanded learning programs on an LEA site (ASES, 21st Century Community Learning Centers [21st CCLC], ELO-P)
 - b. X Expanded learning programs at a CBO site (ASES, 21st CCLC, ELO-P)
 - c. X CSPP (on an LEA site)
 - d. X CSPP (at a CBO site)
 - e. X LEA- or locally-funded preschool
 - f. Head Start
 - g. X LEA preschool funded with Title I of Every Student Succeeds Act funds
 - h. Another CBO preschool
 - i. State subsidized child care (not including CSPP)
 - j. Other [describe, open response]

Focus Area C: Workforce Recruitment and Professional Learning

Based on the projected enrollment and needs described in Focus Area A, LEAs should create a plan to recruit, train, and support the new TK, preschool, early learning and care, and expanded learning staff needed to support full-day early education options for all children the year before kindergarten.

(Note: All LEAs will need to plan for workforce development considerations as part of this planning work. There is a separate \$100 million allocation for the Prekindergarten Planning and Implementation Grant – Competitive, also known as the Early Education Teacher Development Grant, that will be competitively awarded and is not part of this planning template.)

EC Section 48000(g)(4) specifies that credentialed teachers who are first assigned to a TK classroom after July 1, 2015, have, by August 1, 2023, one of the following:

- a. At least 24 units in early childhood education, or childhood development, or both.
- b. As determined by the LEA employing the teacher, professional experience in a classroom setting with preschool age children that is comparable to the 24 units of education described in subparagraph (a).
- c. A Child Development Teacher Permit issued by the CTC.

EC Section 8295 specifies that teachers in CSPP shall either possess a permit issued by the CTC authorizing service in the care, development, and instruction of children in a child care and development program; or meet the following criteria:

- a. Possess a current credential issued by the CTC authorizing teaching service in elementary school or a single subject credential in home economics; and
- b. Possess twelve units in early childhood education or child development, or both, or two years' experience in early childhood education or a child care and development program.

Alum Rock school district and our early learning partners specify that early education teachers who participate in CSPP contracts and are licensed by the Department of Social Services Child Development Division actively participate and understand the First 5 Santa Clara County Quality Matters (QRIS) system and elements of high quality.

Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions below.

1. How does the LEA plan to recruit the educators needed to implement its UPK Plan (including CSPP teachers, assistant teachers, TK teachers, and TK teachers' instructional aides and assistants)? [open response] Alum Rock plans to recruit, hire, and retain diverse teachers with these targeted and outreach efforts:

- Build partnerships with institutional education partners, community colleges and universities
- Relationship recruitment with our current teachers friends and colleagues, entice with incentives (bring a qualified teaching friend and get a stipend) and attend college classes to visit and recruit in person or virtually
- Hiring early by posting on District website, on-line job postings, other social networks options
- Working with Human resources to develop questions that reveal candidates experience, knowledge, and strengths
- Work with new hires to ensure intentional placement with an assigned coach-mentor-access to leadership support
- Professional Learning and professional learning communities for new early educators T4TK through 3rd grade collaborations, ensure ongoing professional learning opportunities
- Develop and build leadership opportunities for teachers
- Design and attend job fairs, internal and actively participate with our County Office of Education recruitment fairs
- Partner with community agencies that have early education teacher preparations programs, such as The Center for Employment Training in San Jose (CET).
- 2. How does the LEA plan to partner with CSPP, Head Start, and other early learning and care providers to offer joint professional learning opportunities? [open response]

Alum Rock plays a crucial role in redesigning and improving our professional development. We began this role in our early learning strategic plan for 2017-2024, in which our partners are committed and responsive and aligned to building high-quality prenatal-3rd grade health and early learning system, one with a clear focus on collaborative and interdependent work. We integrate professional development so that high-quality early care and education are central to the learning amongst families, educators, children, and community partners. Educational supporters include the First 5 of Santa Clara County, the Santa Clara County Office of Education, and offerings from The California Department of Education. Other partners provide invitations to shared professional strategies and related training opportunities in key competencies; Child Development and Learning; Culture, Diversity, and Equity, Social-

Emotional Development and Learning, Family and Community Engagement, Health Safety and Nutrition; Quality Relationships, Children's screening, and evaluation, Special Needs support, Trauma-informed series, Dual Language development, and leadership development in community, schools, and FCCH homes. Family, community, and student surveys inform our LEA about requested and desired professional development.

3. What is the LEA's planned strategy for providing professional learning for educators across the LEA's P–3 continuum? Plans might include the following: [open response]

Alum Rock District is currently engaged with California Education Partners; they are assisting us in developing and providing structure and support to our first P-3 pilot school. This Pre-K to 3rd Grade Collaborative Coherence School is at our campus of Adelante Dual Language Academy II, which is Pre-K-T4TK-7th grade. One of our CSPP Dual Language preschools is conveniently located on this campus, which provides Pre-K participation. This 3-year pilot with consistent connections is focused on our designed improvement team, a teacher representing each grade of Pre-K through 3rd grade. Alum Rock- Adelante II is a pioneer district school focused on early math with our multilevel District team, an individual from each grade Pre-K, TK, K, 1, 2^{nd,} and 3rd who are onsite teachers, and district leaders (Principal and Director of Early Learning). This is our purposeful lead into the formal P-3 continuum, done in collaboration with; California Education Partners, eleven other California School Districts, and the Universities Stanford and UCLA are among the supporters playing this critical role in our developing P-3 system.

- a. Who will receive this professional learning? Everyone who is participating is receiving the P-3 professional learning. Scheduled meetings are with: The Improvement Team; Lead Calls; one-on-one Lead Coach sessions; Shared Learning Opportunities; Winter, Fall, and Spring Convening Sessions are jointly done with all other eleven districts participating throughout California in the P3CC.
 - i. By role (lead teachers, assistant teachers, administrators, coaches, and so forth)
 - ii. By grade (TK staff, kindergarten through third-grade staff, on-site preschool staff, off-site preschool staff, and so forth)
- What content will professional learning opportunities cover? Funded by the Morgan Foundation, the New Teacher Center (NTC) of Santa Cruz has been working in Alum Rock from 2015-to 2021. NTC offered to coach and mentor all T4TK-Teachers (we have four who trained as internal coaches from our T4TK-K classrooms, they are titled early learning teacher leaders), and in 2020 we started

to invite our 1st-3rd grade teachers who wanted to join our monthly sessions. T4TK-3rd teachers were invited to collaborate and did attend and learn about the following marked with **blue X**. The Morgan Foundation funds ended this past December of 2021. We continue our relationship with the NTC and are working to participate in their new program, Direct-To-Educators (DTE), which offers three content learning self-paced learning pathways in (1) Core Content focuses on building a foundation for equitable and student-centered learning, (2) Early Learning focuses on Pre-K and Transitional Kindergarten educators to prevent equity and opportunity gaps before they grow and widen, (3) Multilingual learners focuses on building the knowledge land capacity of educators in Pre-K through grade 12 to better understand and implement instruction for students on the language acquisition continuum. (#3 multilingual content is in development) NTC invited Alum Rock to join one of the DTE pilots with 20 to 30 teachers. We are in planning phase one with NTC. In our early grade, we take advantage of and advertise to our educators the opportunities and wide variety of CDE virtual free training such as DRDP pieces of training, California Early Childhood Online (CECO) offers many free online modules. In addition to DRDP and rater certification modules, topics include health and safety, integrated learning, family partnerships and culture, math and language, and the DRDP Online Microlearning video series. For our Transitional Kindergarten teams, we distribute the URL access to https://tkcalifornia.org/, a valuable site with teacher tips and lessons for teaching and administering high-quality Transitional Kindergarten. Our CSPP, and T4TK, & K-through 3rd grade teachers are invited to attend the following sessions:

- a. X Effective adult-child interactions
- b. **X** Children's literacy and language development (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks)
- c. X Children's developing math and science (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks)
- d. X Children's social-emotional development (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks)
- e. X Implicit bias and culturally- and linguistically responsive practice
- f. X Adverse Childhood Experiences (ACEs) and trauma- and healing-informed practice
- g. X Curriculum selection and implementation

- h. X Creating developmentally-informed environments
- X Administration and use of child assessments to inform instruction
- j. **X** Support for multilingual learners, including home language development and strategies for a bilingual classroom
- X Serving children with disabilities in inclusive settings, including Universal Design for Learning
- I. X Engaging culturally- and linguistically-diverse families
- m. Other describe [open response] In Alum Rock, preschool through 5th-grade classrooms have a specialized professional development approach called Kimochi's. The Kimochi lessons and characters help our students become more aware of their own feelings and those of others. The approach guides them in how to communicate, appropriately with their words and expressions. The approaches help children develop coping skills for a lifetime.
- n. Site Leaders and principals will not be offered professional learning on early childhood education.

In partnership with the New Teacher Center, Alum Rock offered a six-series of Early Learning Leadership programs in 2016-2017 and again in 2020-2021. Principals volunteered to attend the sessions, which focused on 1. High-Quality Early Learning, 2. Classroom Environments, 3. Social-Emotional Learning and Teacher Support, 4. Early Literacy and Assessment, 5. Early Math and Supporting Teacher Development, and 6. Advancing High-Quality Early Learning in Districts. Principals became familiar with early learning. Leadership professional development in early childhood education helps Principals bridge the two worlds of Prenatal-Pre-K and T4TK through 3rd. Principals familiarize themselves with A Principal's Guide to Early Learning and the Early Grades, a publication from the National Association of Elementary School Principals and the National P3 Center. The National Association for the Education of Young Children Developmentally Appropriate Practice in Early Childhood Programs, serving children from Birth through Age 8, was the second publication in the Ealy Learning Leadership Program.

- b. How will professional learning be delivered? Professional learning is delivered in a variety of accessible modalities, virtual- asynchronous-synchronous, in-person planned PD, online modules, internal programs and trainings, and teachers receive stipends to attend conferences, take courses, attend seminars, learning retreats, and advertised specialized webinars and workshops, marked in blue **X** are other modalities of PD.
 - i. X Coaching and mentoring
 - ii. X Classroom observations and demonstration lessons with colleagues
 - iii. X Workshops with external professional development providers
 - iv. X Internally-delivered professional learning workshops and trainings
 - v. Operating an induction program
 - vi. **X** Partnerships with local QCC professional learning in CSPP settings
 - vii. X In mixed groupings (for example, TK and CSPP teachers)
- 4. How does the LEA plan to facilitate the development of a district early education leadership team (across grade levels and departments) and promote site-based horizontal and vertical articulation (P–3) teams to support student transitions, share strategies, and collaboratively monitor student progress?
 - Our LEA is a current participant in a P3 Coherence and Collaboration (P3CC) pilot with the California Education Partners. We are learning how to promote site-based horizontal and vertical articulation. This experience will help us to build other P3CCs by building support among Principals who are critical for the successful implementation of our Pre-K-3rd. We are building capacity and knowledge base with our Adelante II pioneer work, and with each year, redesign schools with the P3 intent and integrate all the aspects of elementary school into our P3CC developing system with all our departments-Special Education, Extended Opportunity programs, leveraged community partners, and our families. High expectations are set, and then we plan to build capacity with a small group of our other schools, where opportunity is open to implement a high-quality implementation of planned P3 CC —buildingding a system in which alignment and integrations of our P3CC system and our elementary school system including all aspects and departments -special education and our before and after school programs and partners.

Required Questions

CDE will be requiring this information to be completed after the plan is presented to the governing board.

- 1. Which of the following strategies does the LEA intend to use to support diverse and effective prospective TK teachers, including multilingual educators, to earn a Multiple Subject Teaching Credential? [select all that apply]
 - a. X Partner with one or more local Institutions of higher education (IHEs) or the COE to help support teachers holding less than a full credential to complete requirements to earn a preliminary Multiple Subject Teaching Credential
 - b. Apply for a California Classified School Employee Teacher Credentialing Program grant (https://www.ctc.ca.gov/educator-prep/grant-funded-programs/Classified-Sch-Empl-Teacher-Cred-Prog) on your own, with your COE, as part of a new collaborative, or by joining an existing Classified grant program to recruit teachers
 - c. X Apply for a California Teacher Residency Grant Program (https://www.ctc.ca.gov/educator-prep/grant-funded-programs/teacher-residency-grant-program) on your own, as part of a new collaborative, or by joining an existing Teacher Residency Grant Program to recruit and prepare individuals with a bachelor's degree who want to become teachers in your LEA
 - d. Join an existing intern preparation program to recruit and prepare teachers for your LEA
 - e. Join an existing apprenticeship cohort program to recruit and prepare teachers for your LEA
 - f. Establish a relationship with other local LEAs to establish pathways for high school students interested in a career in CSPP or in P–3 teaching through clubs, registered apprenticeships, or other such early recruitment opportunities
 - g. X Partner with the California Center on Careers to contact registrants who might be interested in becoming teachers for your LEA
 - h. Provide information on scholarship and grant opportunities to CSPP and other staff interested in providing extended learning and care services
 - X Apply for workforce development funding and competitive grant opportunities from the CDE

- j. Provide a stipend for tuition and fees for coursework leading to a Multiple Subject Teaching Credential
- k. X Provide advising on credential requirements and options for how to meet these requirements
- I. X Collaborate with IHEs to offer unit-bearing coursework at a local LEA site during times that work for teachers and other interested staff members [list IHEs, open response]
- m. Partner with a local IHE to provide other services to candidates seeking to earn a Multiple Subject Teaching Credential
- n. X Partner with a COE to provide other services to candidates seeking to earn a multiple subject credential
- o. Other [describe, open response]
- p. None of the above, the LEA currently has enough Multiple Subject Teaching Credential holders to meet the need for TK educators
- 2. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective TK teachers, including multilingual educators, to meet the requirements under *EC* Section 48000(g)(4)? [select all that apply]
 - a. X Partner with a local IHE offering eligible early childhood education or childhood development coursework
 - b. X Partner with an IHE or COE to operate cohort models for LEA teachers earning 24 units
 - c. X Provide information on scholarship and grant opportunities
 - d. X Apply for workforce development funding and grant opportunities
 - e. X Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining credit-based coursework or a degree
 - f. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining a Child Development Teacher Permit
 - g. X Provide advising on requirements and how to meet the requirements
 - h. X Offer unit-bearing IHE coursework at a local LEA site during times that work for teachers

- X Develop or work with an established mentorship program to support new TK teachers
- j. X Other [describe, open response] Partner with our local First 5 of Santa Clara County, who may offer college unit-bearing coursework to meet requirements.
- k. None of the above; the LEA currently has enough Multiple Subject Teaching Credential holders who have at least 24 units in early childhood education, or childhood development, or both; professional experience in a classroom setting with preschool-age children that is comparable to the 24 units of education described in subparagraph (a); or a Child Development Teacher Permit issued by the CTC
- 3. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective **CSPP** teachers, including multilingual educators, to obtain a Child Development Teacher Permit [select all that apply]
 - a. X Partner with a local IHE offering eligible early childhood education or childhood development coursework
 - b. X Partner with an IHE or COE to operate cohort models for educators working towards a Child Development Teacher Permit
 - c. Provide information on scholarship and grant opportunities
 - d. Apply for workforce development funding and grant opportunities
 - e. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining credit-based coursework or a degree
 - f. X Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining a Child Development Teacher Permit
 - g. X Provide advising on requirements and planning for how to meet the Child Development Teacher Permit requirements
 - h. X Offer unit-bearing coursework at a local district site during times that work for teachers
 - i. Other [describe, open response] Partner with our current Early Learning partnerships to ensure all CSPP recruited, hired staff are retained through ongoing professional development opportunities. Child Development Teacher Permits are required in all our partnerships through the CSPP grant in Alum Rock, and will continue to be required.

- j. None of the above, the LEA is not planning to support prospective CSPP educators in obtaining a Child Development Teacher Permit
- 4. On which child observational assessments does the LEA intend to offer professional learning to TK, CSPP, and other early education teachers during the 2022–23 school year? [select all that apply]
 - a. X Ages & Stages Questionnaire (ASQ)
 - b. BRIGANCE Early Childhood Screen
 - c. X Desired Results Developmental Profile (DRDP)
 - d. Developmental Reading Assessment (DRA)
 - e. X LEA-based, grade level benchmarks and a report card
 - f. Teaching Strategies GOLD (TS GOLD)
 - g. Work Sampling System (WSS)
 - h. Other-ALUM ROCK T4TK-K-and 1st grade use assessment ESGI (Educational Software for Guiding Instruction) an online platform. Teachers are offered professional learning in ESGI.
 - The LEA does not plan to offer professional learning on child observational assessments
- 5. On what topics does the LEA intend to offer professional learning regarding early childhood education to site leaders and principals? [select all that apply]
 - a. X Effective adult-child interactions
 - b. X Children's literacy and language development (aligned with the Preschool Learning Foundations and Frameworks)
 - c. X Children's developing math and science (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
 - d. **X** Children's social-emotional development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
 - e. X Implicit bias and culturally- and linguistically responsive practice

- f. X ACEs and trauma- and healing-informed practice
- g. Curriculum selection and implementation
- h. X Creating developmentally-informed environments
- i. X Administration and use of child assessments to inform instruction
- j. **X** Support for multilingual learners, including home language development and strategies for a bilingual classroom
- k. X Serving children with disabilities in inclusive settings, including Universal Design for Learning
- 1. X Engaging culturally- and linguistically-diverse families
- m. Other we will survey our early educators and provide professional learning topics that teachers indicate a priority, like "challenging behavior strategies" describe, open response]
- n. X Site leaders and principals will not be offered professional learning on early childhood education; our principals were offered professional learning about early learning; building support among our principals is critical for the successful implementation of UPK.

Focus Area D: Curriculum, Instruction, and Assessment

It is critical for each LEA and preschool program partner to plan for how they will develop or select curriculum or curricula that are developmentally-informed and aligned with the strengths of all students, including multilingual students and students with disabilities, as well as how they will ensure curricula are implemented with fidelity to support intentional, quality instruction for all students. LEAs and preschool program partners should consider how they will provide coherent, culturally- and linguistically-responsive UPK curriculum or curricula anchored in the *California Preschool Learning Foundations* (https://www.cde.ca.gov/sp/cd/re/psframework.asp) and the *California Preschool Curriculum Frameworks* (https://www.cde.ca.gov/sp/cd/re/psframework.asp) to support the development of skills across the domains outlined in those documents.

Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

- 1. Describe how the LEA will develop or select a curriculum for UPK classrooms that aligns with the California Preschool Learning Foundations and California Preschool Curriculum Frameworks. [open response] Selected Curriculum: Benchmark Pre-K and TK Advanced Curriculum align with Alum Rock through 5th grade. Every T4TK teacher received Volume I, II, and III of Foundations and Frameworks. Since it has been some time, we will work with SCCOE CPIN for a refresher professional development session on Frameworks and Foundations. Writing Without Tears is our handwriting curriculum used from Pre-K through T4TK classrooms. Children learn how to write, name, and sound out the alphabet, introduced in the summer Bridge to Kindergarten program. The creative Curriculum used in our CSPP & Parent Cooperative Preschool, in our preschools Square Panda, is a technology, a multisensory phonics learning system used with the preschoolers. To support our early childhood educators, we plan to introduce Early Childhood Online (CECO). Teachers will be compensated for completing modules through CECO. CECO is best practices and research-based. CECO is ideal, and teachers can receive professional development hours, complete the modules, and receive compensation after they receive the certification of completion and passing the assessment. The certificate ensures fidelity; observations of implementation are scheduled after CECO modules complete.
- 2. Describe the intended timeline for curriculum implementation, including steps for piloting and gathering input from UPK teachers, and a process for ensuring curriculum fidelity. [open response]

We are currently implementing these curriculums in our preschools and T4TK classrooms. T4TK teachers used Benchmark TK Advance for and received Teaching Strategies scheduled the Professional Learning to ensure

implementation with fidelity. Alum Rock will continue to plan Professional Development aligned to curriculum selections. Our timeline to introduce CECO is the school-year 2022-2023. Our T4TK and Kindergarten teachers meet twice a month, one for planning with teacher leaders and a second time to collaborate and introduce new pedagogy and work to resolve program issues.

- What actions does the LEA plan to take to support effective classroom organization practices and behavior management strategies to ensure a positive learning environment for a diverse population of UPK students? Aligning and integrating evidence-based strategies and techniques across the district is important. This alignment of strategies with our district leadership and inclusive of our Board of Trustees is significant to support effective classroom organization and best practices. We plan to continue our work with our social-emotional department. Social-Emotional Learning is a high priority in every aspect of Alum Rock culture. Alum Rock School District is changing. A strong stance to reduce expulsion is one of the most important changes. Using the positive methodology, like MTSS, PBIS, Kimochi's, and CASEL, to manage children's behavior, ensures positive environments, holds high regard for children's diverse learning, and respectfully engage all families so that children are academically and socially successful in each of our programs. Our Social-Emotional Learning Department partnered with ALIA an organization providing Trauma Competency Workshops and Learning Circles, which support our SEL efforts in creating Alum Rock as a trauma-informed district. These five sessions are open to all: Introduction to Trauma, Trauma Impact on Identity Formation, School-Based interventions, Trauma Effective Schools, and Workforce Resiliency. We believe that social and emotional support must be accessible to students, teachers, and adults. Building learning within the social-emotional framework and internal wellness infrastructure needed over the long term of UPK in Alum Rock.
- 4. Describe how classroom practices for UPK (TK and other preschool programs the LEA operates or has on site) will be integrated and aligned.

Align and integrate

- programs,
- standards,
- professional development,
- evaluations,
- data systems,
- funding support,
- interdependent departments work,
- wellness and leadership development

- family resource center access (supportive preventative services, health guidance, community engagement with our CBO's, food access, and meet those unique individual family needs)
- 5. What instructional practices does the LEA plan to implement to support children with disabilities in UPK (for example, implementing Universal Design for Learning, providing specialized services in the classroom with peer models, implementing social-emotional strategies such as the Pyramid Model)? [open response]

Alum Rock provides professional development in implementing Universal Design for learning with the Special Education teams. Extending it to everyone is a goal. Specialized services are provided in seven classrooms serving 38 children from Pre-K through kindergarten. Some specific strategies include;

- team based teaching,
- language rich conversational environment,
- small groups,
- well defined organized areas,
- embed general learning subjects throughout the daily routine,
- get to know the children through positive relationship with families
- and plan lessons based on child interest,
- represent diversity in materials and supplies,
- create community,
- fill the classroom with enrolled children's 's pictures of them and their family,
- use technology and other things to provide enhanced adaptive too
- provide choices throughout the daily routine.

Social-Emotional strategies used in the classrooms implement Kimochi's learning supports used with our youngest Pre-K through 5th grade.CASEL is another SEL guide and framework used. Alum Rock TK teachers are familiar with Teaching Pyramid Strategies, a formal professional development series planned to schedule. We will prioritize Teaching Pyramid professional development using CECO and CPIN support.

6. What instructional practices does the LEA plan to implement to support the language and overall development of multilingual learners? [open response] Alum Rock has two dual immersion preschools. The current dual language allotment is 90/10. From 2005 through 2014, 63 teachers and leaders participated in formal Guided Language Acquisition Design (GLAD), a model dedicated to building academic language and literacy for all students but especially for language learners. In the coming school-years, we will be working with the New Teacher Center(NTC), to participate in their Direct-to-Educator content learning pathways—Alum Rock is interested in the Multilingual Learners content that focuses on building knowledge and capacity of early educators in Pre-K through grade 12, in which they emphasize how to understand and better

implement instruction for students on the language acquisition continuum. This program with NTC would begin later.

7. How does the LEA plan to assess dual language learners (DLLs) in areas other than English language acquisition? [open response] The assessments we use are done in the children's home language. In grades T4TK through 1st-grade ESGI. ESGI, which stands for Educational Software for Guiding Instruction, is a one-on-one assessment used for Pre-K through 1st grade and can be used for ESL, SEL, and SpEd. In our CSPP preschool and Parent Cooperative Preschools, assessment is done with Desired Results Developmental Profile (DRDP) tool. The DRDP is both in English and Spanish, which are common languages in Alum Rock. A few years back, our T4TK teachers attended a formal professional all-day DRDP session in which WestED focused on how teachers could enhance their assessments of young children by using observation, documentation, and reflection of how children learn and develop, and progress. The tool is developmentally appropriate from birth through 12 years of age. DRDP is used with children enrolled in early care and education programs and before and after school programs. The option of DRDP and ESGI enhances the assessment of young children in Alum Rock. TK teachers used the DRDP-K (2015) sections and domain of English Language Development, which assesses children's comprehension of English, self-expression in English, understanding, and response to English literacy activities, and symbol, letter, and print knowledge in English. The district also assesses using the State English Language Proficiency Assessments for California (ELPAC). The ELPAC is the required state test for English language proficiency (ELP) given to students whose primary language is a language other than English. 41% of Alum Rock children in 2021 came to school speaking a language other than English.

Required Questions

CDE will be requiring this information to be completed after the plan is presented to the governing board.

- 1. Does the LEA plan to provide any of the following language model(s) for TK students? [select all that apply] all that apply marked with a Blue X
 - a. Dual language program with a language allotment¹⁰ of 50/50 [open response for language offered]
 - b. X Dual language program with a language allotment of 90/10 [open response for language offered] This program is implemented at our CSPP Dual Language Spanish Immersion Preschools, our goal with UPK is to

¹⁰ The percentage of instructional time spent on the target language and English (e.g., in a 50/50 Spanish/English program, 50% of instructional time is spent on each language).

add Dual Language Vietnamese Immersion preschool with an expansion partnership with our CSPP partners.

- c. Dual language program with a language allotment of 80/20 [open response for language offered]
- d. Dual language program with a language allotment of 70/30 [open response for language offered]
- e. English-only instruction with home-language support
- f. None
- g. Other [describe, open response]
- 2. If the LEA administers CSPP, does it plan to provide any of the following language model(s) for CSPP students? [select all that apply]
 - a. Dual language program with a language allotment¹¹ of 50/50 [open response for language offered]
 - b. X Dual language program with a language allotment of 90/10 [open response for language offered]
 - c. Dual language program with a language allotment of 80/20 [open response for language offered]
 - d. Dual language program with a language allotment of 70/30 [open response for language offered
 - e. English-only instruction with home-language support
 - f. None
 - g. Other [describe, open response]
- 3. Identify methods the LEA plans to use to support the development of socialemotional learning and executive function skills through specific instruction in these areas and by embedding and reinforcing this instruction in all curriculum areas. [select all that apply]

¹¹ The percentage of instructional time spent on the target language and English (e.g., in a 50/50 Spanish/English program, 50% of instructional time is spent on each language).

- a. X Provide training for staff on the Center on the Social Emotional Foundations for Early Learning (CSEFEL) Pyramid Model
- b. X Implement the CSEFEL Pyramid Model in the classroom
- c. X Designing developmentally-appropriate learning environments to allow for individual and group activities that promote social-emotional learning and executive function skills (for example, use students' pictures or words in daily routines, feelings charts)
- X Promote learning through play as a context for social and emotional development, including social play with teachers and peers in small or large group settings
- e. X Use developmental observations to identify children's emerging skills and support their development through daily interactions
- f. X Development of lesson plans or use of a curriculum that includes specific and targeted social-emotional learning and executive function activities throughout the day of instruction
- g. X Staff development opportunities encouraging reflective practice and cross-level support for instruction specific to social-emotional learning and executive function skills
- h. X Offer open-ended, self-directed learning opportunities that foster individual interests and curiosity and new learning
- 4. What instructional practices does the LEA plan to implement to support children with disabilities in UPK programming? [select all that apply]
 - a. X Implement Universal Design for Learning
 - b. X Provide adaptations to instructional materials
 - c. X Provide specialized services (for example, occupational therapy, physiotherapy, speech and language pathology therapy) in the classroom with peer models
 - d. X Implement social-emotional strategies, such as the Pyramid Model, CSEFEL, and others KIMOCHI'S
 - e. X Provide additional staff to support participation in instruction
 - f. Other [open response]

- 5. What assessments does the LEA plan to use in TK or kindergarten? [select all that apply]
 - a. X ASQ
 - b. BRIGANCE Early Childhood Screen
 - c. X DRDP
 - d. DRA
 - e. X LEA-based grade level benchmarks and a report card
 - f. TS GOLD
 - g. WSS
 - h. Other [describe, open response] ESGI, and TK report cards on illuminate.
 - i. The LEA does not plan to use a common TK assessment
 - j. Unsure

Focus Area E: LEA Facilities, Services, and Operations

It is critical to ensure that LEA facilities, services, and operations are thoughtfully aligned to support the implementation of UPK and movement towards a P–3 continuum. It is also critical for early education programs currently operating to continue to be a part of California's mixed-delivery system by creating shared space, blending funding and coordinating service delivery.

For Facilities:

For facilities planning, draw on the Projected Enrollment and Needs Assessment section of this document and the LEA's Facilities Master Plan. The objectives of this section are to identify the availability of space for UPK, the adequacy of available space to meet the kindergarten facilities standards for meeting the needs of young children, and, if needed, to update the Facilities Master Plan to address any unmet need for developmentally-appropriate space.

Recommended Planning Questions

The CDE recommends districts prioritize these questions as part of their UPK Plan in addition to required questions.

1. What strategies does the LEA plan to employ to integrate younger children and older children on the same campus and ensure safety and appropriate commingling? [open response]

Alum Rock strategies include working with our early learning partners -ECE providers and internally working with our Maintenance Operations & Facilities and Transportation Departments. We will work in collaboration to identify opportunities and maximize what available space exists in the district. UPK gives Alum Rock the opportunity to open, maintain, enhance, redesign and expand our current facilities. Creating an early learning facility plan to guide how Alum Rock will expand to increase the capacity of serving preschoolers to meet community demand. We will incorporate Playground and Licensing standards in our assessments. U.S. Consumer Product Safety Commission, Public Safety Handbook, 2015 will guide to ensure safety and appropriate playgrounds and will safely schedule staggered utilization of yards.

2. Describe how the LEA plans to address transportation issues resulting from UPK implementation. [open response]

No transportation will be provided to the general enrolled UPK students. Alum Rock has TK at every one of our elementary schools, conveniently located for every family at each school we will not have to transport.

What strategies does the LEA intend to implement to ensure TK students have access to meals and adequate time to eat (for example, adding additional meal services and time in the cafeteria, offering breakfast after the bell [students pick up a breakfast and bring it to the classroom])? (Note: The LEA must continue to

comply with all health and safety, state, and federal Child Nutrition Program regulations while implementing meal service) [open response]

The Child Nutrition Services (CNS) department is an integral part of the UPK planning team. Alum Rock CNS services Director comprehends the importance of health and safety practices, following the State regulations of the Child Nutrition Program. The Director of CNS will ensure all UPK students have access to nutritional meals and design meal schedules with principals. Our Quality for All early learning initiative outlines the value of healthy available and the importance of nutritional meals so that children can learn. Our belief and practice are that healthy eating and learning go hand in hand. Families who are offered the 9-hour day and enroll will receive supper in the later part of the extended 9-hour day.

Required Questions

CDE will be requiring this information to be completed after the plan is presented to the governing board.

 To support an overall increase in UPK access, what efforts does the LEA plan to make to prevent the displacement of any early education programs on LEA campuses, including both LEA-administered and non-LEA-administered programs? [open response]

Alum Rock is looking at early learning models to enhance and expand our early learning efforts and prevent any displacement of currently existing programs. Our considerations include what space is needed, ensuring we operate high-quality programs indoors and outdoors based on the latest research, and maximizing the funds available to serve families and their children. Alum Rock's early Learning educational partners are included in our planning expansion conversations. Open consistent communication helps us to intentionally continue to provide a mixed delivery system of access; looking into blending children, like TK & CSPP and having them stay in a combined day up to 9 hours; analyzing if braiding in which groups and adults move from one classroom to another for the combined 9- hour day is feasible; in each assumption inclusion and equity is priority. Displacement may occur as we invite partners to move from one school to another, so we maximize space, classrooms, and facility usage.

- 2. Does the LEA have adequate classroom space to meet the Projected Enrollment of TK students listed in the Projected Enrollment and Needs Assessment section of this document, for the respective implementation year? [multiple choice]
 - a. X Yes
 - b. No
- i. If no, how many more classrooms does the LEA need? [identify number, open response]

- ii. If no, how might the LEA provide classrooms in the timeframe needed? [describe, open response]
- 3. Does the space meet the kindergarten standards described in *California Code of Regulations*, Title 5, Section 14030(h)(2)? [multiple choice]
 - a. X Yes, classrooms are currently in full operation, some using a multidimensional mixed-age grouping approach. When Alum Rock returned to in-person, changes came to the forefront. The district, like others, is dealing with declining enrollment. We established an Independent Study School and maximized the utilization of campuses and classrooms. This process will continue as we plan for UPK enhancement and expansion. Our goal is to provide the best facilities and classrooms in compliance with developmentally appropriate environments for our youngest students. We know that having restrooms in the classroom with smaller toilets and sinks is a priority for the youngest. Most of our Kindergarten classrooms have restrooms in them. We currently have PK-T4/TK/SDCTK-K, Kindergarten/and combined T4TK-K classrooms in the district. Adaptation, agility, creativity, and innovation are significant as we enhance and expand UPK in Alum Rock.

b. No

- If no, what modifications need to be made? What resources are needed to make them? (See Facilities Grant Program Funding at https://www.dgs.ca.gov/OPSC/Services/Page-Content/Office-of-Public-School-Construction-Services-List-Folder/Access-Full-Day-Kindergarten-Facilities-Grant-Program-Funding) [describe, open response]
- 4. Does the space contain necessary adaptive equipment, assistive technology, or other accommodations to ensure children with disabilities have access to education in the least restrictive environment? [multiple choice]
 - a. X Yes, and if not available, Alum Rock purchases and adapts classrooms to meet individual children's needs to ensure children have the least restrictive environment.

b. No

i. If no, what modifications need to be made? What resources are needed to provide equipment or accommodations? [describe, open response]

- 5. Does the LEA's Facilities Master Plan adequately address the need for UPK programming? [multiple choice]
 - a. X Yes, currently, classrooms are allocated for preschool-CSPP, Transitional Kindergarten- and Expanded TK, and Kindergarten. From 2011-to 2012, Alum Rock has implemented Transitional Kindergarten, and in 2015-2016 four-year-old children were enrolled in every elementary school, currently 2022 in seventeen schools.
 - b. No
- i. If no, what process will the LEA use to update the Facilities Master Plan to accommodate future TK and early education programming? [describe, open response]
- 6. In which of the following areas does the LEA intend to make updates to facilities? [select all that apply] when needed:
 - a. X Turfed area
 - b. X Paved area
 - c. X Apparatus area
 - d. Land required for buildings and grounds
 - e. Total square feet required
 - f. None of the above
- 7. What transportation will the LEA offer to children enrolled in TK? [select all that apply]

Transportation will be provided when designated in an IEP. If a child with an IEP has specialized instruction at one TK campus and the family needs a 9-hour day, and transportation is needed, we will transport. Otherwise, UPK enhancement-expansion plans include community neighborhood-convenient planning. UPK plans are on-site, near neighborhood locations of selected campuses and all elementary schools for families and children and where they live. Placement and enrollment will offer extended learning and care opportunities available at each of the sites will be offered. Alum Rock strives to make opportunities accessible in the most convenient familial ways.

a. Transportation to and from the TK program

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- b. Transportation from the TK program to an extended learning and care opportunity on another LEA site
- c. Transportation from the TK program to an extended learning and care opportunity on a non-LEA site (for example, a CBO that operates a preschool program)
- d. No transportation will be provided
- 8. Will the LEA offer transportation to transport TK children to extended learning and care opportunities that are at other sites than the one the child is enrolled at for TK?

One of our goals in Alum Rock is to establish access and availability with ease to all families near their boundary schools, communities, and neighborhoods. Convenient and seamless transitions for families and children are a priority. The plans are to assure participating UPK families that the enhanced-expanded learning and care opportunities are conveniently located at each site where children are enrolled in all UPK programs—transitional Kindergarten classes, and where families may have other children attending in older grades. We will address unique case-by-case situations and individualize decisions to strengthen families.

Technical Assistance Questions

The CDE is collecting information on the type(s) and topics of technical assistance that LEAs need to support implementation of a robust UPK Plan and effective UPK program. This information will be used to leverage existing resources and inform future technical assistance opportunities provided by CDE partners, including COEs, to help ensure that the needs of LEAs are met.

The following questions are optional. However, unlike the recommended questions included in Focus Areas A through E, the CDE will be collecting any information that LEAs wish to provide in response to these questions via the survey that the CDE administers to collect the required data questions above.

- 1. What technical assistance would be most helpful related to projecting enrollment and assessing needs? [select all that apply]
 - a. X Support for parent surveys to gauge interest in service delivery models
 - b. X Data analysis capacity building to support staff to refine enrollment projections based on community context
 - c. X Information on program eligibility requirements to project enrollment across programs
- 2. What technical assistance would be most helpful related to the elements included in Focus Area A: Vision and Coherence? [select all that apply]
 - a. X Adjusting classroom practices to support the district's UPK model (for example, mixed-age classrooms)
 - b. X Creating inclusive classrooms, including implementing Universal Design for Learning
 - c. X Templates or framework for drafting a P–3 vision that partners and parents support
 - d. X Models for administrative structures that support effective UPK programs and facilitate connections with the ELO-P and non-LEAadministered early learning and care programs
 - e. X Support for developing and applying to administer a CSPP contract
 - f. X Technical assistance on how to integrate UPK and P–3 in the district LCAP
 - g. X Guidance on best practices for smooth transitions through the P–3 continuum

- h. X Considerations for TK early admittance
- 3. What technical assistance would be most helpful related to the elements included in Focus Area B: Community Engagement and Partnerships? [select all that apply]
 - a. X Support for parent surveys and engagement activities to understand parent needs and support authentic choice
 - X Support for community engagement activities including best practices for coordination with LPCs, Local QCC Consortia, First 5 County Commissions, Head Start Policy Councils and other early learning and care leadership tables
 - c. X Guidance on best practices for enrolling more children with disabilities in UPK classrooms and providing services in inclusive settings
 - d. X Strategies for meeting the ELO-P requirements through different models of extended learning and care, including models of blending and layering funding to support the nine-hour day and ensuring developmentallyinformed environments for young children
 - e. X Increasing UPK enrollment and parent awareness of programs
- 4. What technical assistance would be most helpful related to the elements included in Focus Area C: Workforce Recruitment and Professional Learning? [select all that apply]
 - a. X Additional guidance on UPK workforce requirements (TK, CSPP, and other early learning and care providers)
 - X Creating joint professional learning opportunities for preschool and elementary school teachers within LEAs or across LEA- and CBOadministered programs
 - c. X Strategies to support the teacher pipeline, including, but not limited to, recruiting multilingual educators, cohort models, apprenticeships, or residency programs
 - d. X Identifying the content, type, and frequency of professional learning opportunities given the needs of the community and the LEA's P–3 vision
 - e. X Creating professional learning opportunities to provide site leaders with more early childhood knowledge

- f. X Building partnerships with IHEs or COEs to support professional learning opportunities and degree attainment
- g. X Support for communications to recruit prospective educators and share grant and scholarship opportunities to support degree attainment
- 5. What technical assistance would be most helpful related to support for professional learning opportunities on specific topics? [select all that apply]
 - a. X Effective adult-child interactions
 - b. X Children's literacy and language development (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks)
 - c. X Children's math and science development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
 - d. X Children's social-emotional development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
 - e. X Implicit bias and culturally- and linguistically responsive practice
 - f. X Trauma- and healing-informed practice
 - g. X Curriculum selection and implementation
 - h. X Creating developmentally-informed environments
 - i. X Administration and use of child assessments to inform instruction
 - j. X Supports multilingual learners, including home language development and strategies for a bilingual classroom
 - k. X Serving children with disabilities in inclusive settings, including Universal Design for Learning
 - 1. X Engaging culturally- and linguistically-diverse families
- 6. What technical assistance would be most helpful related to support for specific professional learning delivery mechanisms? [select all that apply]
 - a. X Coaching and mentoring

- b. X Classroom observations and demonstration lessons with colleagues
- c. X Workshops with external professional development providers
- d. X Internally delivered professional learning workshops and training
- e. X Operating an induction program
- 7. What technical assistance would be most helpful related to the elements included in Focus Area D: Curriculum, Instruction, and Assessment [select all that apply]
 - a. X Guidance on how to adopt the *California Preschool Learning*Foundations and the *California Preschool Curriculum Frameworks* into a specific UPK setting (for example, mixed-age classrooms)
 - b. X Guidance on the selection, development, or integration of developmentally-informed curricula and aligning curricula across the early grades
 - c. X Guidance and best practices on how to monitor and support curriculum fidelity in UPK settings
 - d. X Guidance on how to support effective classroom organization practices and behavior management strategies to ensure a positive learning environment for a diverse population of UPK students
 - e. X Guidance on instructional practices to support children with disabilities in UPK (for example, implementing Universal Design for Learning, providing specialized services in the classroom with peer models, and implementing social-emotional strategies such as the Pyramid Model) and partnerships with early learning and care providers to support services for children with disabilities
 - f. X Specific instructional strategies to support specific skills including, but not limited to, children's social-emotional development and home language development
 - g. X Guidance on appropriate assessment selection and utilization
 - h. X Guidance on creating dual language immersion or bilingual programs
- 8. What technical assistance would be most helpful related to implementing handson, interactive, and developmentally-informed early education experiences for UPK students? [select all that apply]
 - a. X Using manipulatives to develop fine motor skills

- b. X Incorporating a balanced approach to teaching and learning that includes both child-initiated and teacher-guided activities
- c. X Facilitating the development of critical thinking skills through the inquiry process (for example, the scientific method) to enhance children's learning experiences
- d. X Using differentiated groups that include individual, small, and large group experiences
- e. X Considering the structure of the daily routine to enhance individual and group learning experiences
- f. X Encouraging purposeful play, choice, social interactions, and collaboration
- g. X Creating time and space for children to develop gross motor skills inside the classroom and in the outdoor environment
- h. X Using child development knowledge to guide instructional approaches
- i. X Providing language- and literacy-rich environments
- X Intentional planning of developmentally-informed practices and curriculum to meet the individual needs of children in combination classrooms
- k. X Facilitating development and exploration through art
- 1. X Incorporating inclusive practices
- m. X Supporting students' home language and English language development
- n. X Incorporating materials and manipulatives that are culturally representative of the children served to support dramatic play that inspires engagement, communication, and understanding of diversity
- o. X Universal Design for Learning
- p. X Integrated English language development
- 9. What technical assistance would be most helpful related to the elements included in Focus Area E: LEA Facilities, Services, and Operations? [select all that apply]

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- a. X Guidance on how to modify an elementary school classroom to serve young children
- b. X Strategies to address transportation issues related to UPK access and enrollment
- c. X Guidance to support strategies that ensure TK students have access to meals and adequate time to eat
- d. X Making modifications to district data systems to support access to UPK assessment data and other relevant information across community and elementary school settings
- e. X Best practices for preventing displacement of early learning education programs operated by non-LEA administrators on LEA campuses and transitioning programs to serve younger children

Appendix I - Definitions

The following definitions are critical for UPK planning efforts. Additional terms and definitions can be found in the Guidance Document:

- Preschool through Third Grade (P-3): P-3 is a continuum of learning from preschool through third grade that can be supported by intentional practices at the classroom, school, and leadership levels that align curricula, assessment, and professional learning opportunities to ensure instruction builds on the knowledge and skills that children acquire as they transition across grades and settings.
- Universal prekindergarten (UPK): UPK refers to universal TK as well as the expanded CSPP, Head Start, and early childhood special education services that families can choose from to create rich early learning opportunities for all three-and four-year-old children during the year or two years before kindergarten. In high-needs neighborhoods, the CDE strongly encourages LEAs to consider pairing TK programs with access to Head Start and CSPP for age- and income-eligible three- and four-year-old children to further bolster program quality, either through the LEA's own Head Start or CSPP program or via a contract partnership with a CBO that administers a Head Start or CSPP.
- Transitional kindergarten (TK): TK means the first year of a two-year kindergarten program, serving four-year-old children regardless of income that uses a modified kindergarten curriculum that is age- and developmentally-appropriate (EC Section 48000 [d]).
- Universal transitional kindergarten (UTK): UTK refers to the expansion of TK by 2025–26 to serve all four-year-old children by September 1 of each year, regardless of income, providing a year of rich learning opportunities the year before kindergarten that families can choose from as part of California's public education system.
- California State Preschool Program (CSPP): CSPP is the largest state-funded preschool program in the nation. CSPP includes both part-day and full-day services to eligible three- and four-year-old children. CSPP provides a core class curriculum that is developmentally, culturally, and linguistically appropriate for the children served. The program also provides meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees. The program is administered through LEAs, colleges, community-action agencies, local government entities, and private, nonprofit agencies.
- Expanded learning: This includes before school, after-school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results-driven, include community

- partners, and complement, but do not replicate, learning activities in the regular school day and school year.
- Expanded Learning Opportunities Program (ELO-P): ELO-P provides funding for after-school and summer school enrichment programs for TK through sixth grade. The ELO-P is defined as services provided in addition to the normal school day and school year operations, to provide full-day and full-year expanded learning programs to meet the needs of working families whose children are enrolled in TK through sixth grade and also provide expanded learning enrichment programming for students. A full day is defined as in-person before school or after-school expanded learning opportunities that, when added to daily instructional minutes, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day.
- Early learning and care: This refers to the continuum of programs serving children from birth to preschool or school entry, as well as extended care to support school-age children with before school and after-school care as well as vacation schedules. This includes general child care, Early Head Start and Head Start, community-based early learning and care programs, family child care providers, and family, friend, and neighbor care.
- Extended learning and care: This refer to the continuum of programs and services (early learning and care options and expanded learning options) available in addition to the normal school day and school year operations, to provide full-day and full-year care to meet the needs of working families whose children are enrolled in TK or kindergarten. A full day is defined as in-person before school or after-school programming or care that, when added to daily instructional minutes, provide no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day. Funding to support extended learning and care for children enrolled in TK includes the ELO-P and the CSPP, as specified in guidance provided by the CDE's Early Education Division. Additional subsidized care opportunities may be available to families who qualify, such as child care vouchers and the General Child Care School Age program.

Appendix II - Additional Deeper Planning Questions

This section includes optional planning questions for LEAs that are ready to develop more advanced UPK and P–3 plans.

These additional questions are designed to support the LEA's development of a more comprehensive local UPK Plan. LEAs can also use these questions as a tool for integrating UPK into existing LEA plans such as the LCAP. LEA's should assess their readiness to include any of these deeper planning questions in their initial planning process and reassess their readiness throughout the implementation of their UPK Plan.

Focus Area A: Vision and Coherence

- 1. If an LEA has a California State Preschool Plan (as part of the LEA's application for its CSPP contract) what updates would the LEA like to make to the LEA's program narrative to reflect implementation of TK? [open response]
 - Alum Rock and our early learning partner would like to make clear in the program narrative the inclusion and interdependence of the collective work of CSPP-UPK-UTK is a significant part to plan, enhance and expand in the district.
- Does the LEA plan to establish, maintain, and facilitate ongoing LEA leadership teams to focus on effective P–3 articulation and coordination throughout the LEA? [open response]
 - Alum Rock plans to build upon our current learning and implementation of our first designated P-3 school, which resides on one of our campuses. California Education Partners is committed to supporting and guiding Alum Rock. Our first P-3 pilot-pioneer project is in one of our Dual Language Academy schools, where grades Pre-K-T4TK-7th co-share spaces on the campus. We start with this school, and it will be our model P-3 as we plan to build out to other schools. This current P-3 leaderships team includes; Improvement team with individual teachers from each grade level Pre-K-3rd, a leadership team, and external expertise partners.
- 3. How will the LEA support site in providing well-coordinated transitions for all P–3 students as they move through grade levels? [open response]
 - Alum Rock's participation in the P-3 CC is learning the value and importance of being intentional about addressing key aspects of an action- effort needed to support children and families in a holistic approach. Transitions and warm handoffs as each child and their family move through future grade levels are key. The ultimate goals are to improve children's outcomes. These outcomes are kept at the front and center of the P-3 work, teachers working collaboratively, and with this experience, we plan to build a coherent rhythm to help design, adjust, adapt,

review and continue to improve well-coordinated transitions in place of isolated systems of transitions.

4. How does the LEA plan to communicate the importance of the P–3 continuum across a broad spectrum of audiences (including audiences internal and external to the district)? [open response]

Excellent communication starts with establishing relationships of respect, having a responsive attitude, and taking a reflective stance when communications create misunderstandings. Communication is an integral part of the planning and organizing of any new initiative, starting at the earliest time possible of a new initiative. Communications will employ and establish utilizing multiple ways to share information in families languages. Communication dissemination to all stakeholders, teachers, families, community partners, administrators, and our Board of Trustees is needed to create an environment of positive understanding and comprehension. Ensuring that stakeholders know who is the key contact is part of the distribution of "who" and how to communicate. We plan to use all modes of communication available in the district.

5. Identify the processes and tools the LEA will use to strengthen understanding of early childhood development and facilitate communication between preschool and elementary school (including TK) teachers, principals, and administrators to support P–3 alignment? [open response]

Establishing and committing to P-3 alignment in the schools will be done by implementing a path with clarity. The clarity defines clear roles with responsibilities, designing strategic plans that include P-3, identifying funding to support P-3, and communicating and updating our internal and external partners (district, elementary schools, community-based entities, CSPP partners, before and after school partners) about Alum Rock's P-3 alignment. Fostering teamwork among all individuals, especially supporting teachers who are representative of all levels within the P-3 work, is another important aspect. In addition, dedicated time and funds are committed to the team for continuous improvement and facilitating teams to meet, reflect, plan and support with consistency and continuity for the children.

Focus Area C: Workforce Recruitment and Professional Learning

1. What strategies does the LEA plan to employ to recruit multilingual educators to teach in dual language programs? [open response]

Partnership participation and recruitment-collaborate with our County Office of Education, institutions of higher education, and teacher preparation programs.

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Connecting and recruiting amongst other staff who work in different positions but may be interested in teacher education programs (paraprofessional, substitute teachers, administrative assistant) may provide candidates.

Research and become aware of other types of teacher preparation programs that can connect to additional partnerships.

2. How does the LEA plan to assess the implementation of its professional learning structures to ensure efficacy? [open response]

Alum Rock's most successful professional development programs typically include teacher voices suggesting strong content in a certain subject matter. Instructional services then research evidence-based content, offering a variety of ways to access content, virtual, self-paced, annual participation, and other active learning opportunities. Other structures that have worked are collaborative learning opportunities-groups of teachers either in the same grade or in a P-3 approach pre-k through 3rd grade, interactive professional learning communities or spread-out learning activities over a school year or a semester with self-selected contact time have proven successful. Ensuring that evaluation is part of the design and assessment of each professional learning opportunity collects data on PD objectives, quality of implementation, and changes seen through observation of classroom practices and student outcomes and achievement. Supportive leadership during PD offerings provides collegial support for teachers and other personnel to enjoy ongoing learning.

Focus Area D: Curriculum, Instruction, and Assessment

8. Describe how the LEA plans to establish and maintain a coherent, culturally- and linguistically-responsive P–3 continuum to provide a strong integrated curriculum anchored in the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks, California Common Core State Standards, and the Curriculum Frameworks. [open response]

Among Alum Rock's strengths is our diversity. We represent California's picture in that children are 75 % nonwhite, and 60% speak a language other than English in their home. Every educator needs support to provide the highest quality of culturally and linguistically relevant experiences. Providing focused professional development in which purposeful integration of curriculums anchored in the publications of the California Department of Education (CDE) Foundations and Frameworks provides a foundational stage and can give knowledge gains to teachers. Gains are needed to maintain a coherent understanding of a culturally-and-linguistically responsive continuum. We plan to fully utilize the CDE evidence-based learning opportunities to ensure effective and sustained professional development through the intensive educational work CDE is consistently researching and updating.

9. What actions does the LEA plan to take to establish or expand multilingual programs across the P–3 continuum based on student population and family needs? (If the LEA has no plans to establish or expand multilingual programs across the P–3 continuum, identify how the LEA will evaluate these opportunities moving forward.) [open response]

One of the actions Alum Rock plans to support and establish multilingual programs across the P-3 continuum is to invite our UPK teams to engage with the Multilingual Tool Kit. The Multilingual Tool Kit is an excellent resource to help guide our P-3 pathway. This is an online access space with easily accessible resources and best instructional practices. Practitioners, specialist experts, and researchers vetted the wealth of resources. Teachers who are working with multilingual learner children in the planned P-3 grades can access this body of work. It has user guides for teachers, administrators, professional development trainers, and higher education teachers. We are in the beginning phase of familiarizing ourselves with this Early Edge California source that we plan to use and integrate with Alum Rock with our UPK to enhance and expand opportunities.

10. What planning and actions are needed to accommodate a positive meal service, and how will the LEA adapt their universal meal program for TK students? [open response]

Alum Rock's Child Nutrition Services Department provides breakfast and lunch to the children in school. When children are in afterschool programs, they get supper. All meals are free of charge for all Pre-K through Eighth-grade campuses. We are a Provision 2 district.. Children in our enhanced and expanded UPK will receive universal meals.

Focus Area E: LEA Facilities, Services, and Operations

4. Describe what changes the LEA intends to make to the LEA's Facilities Master Plan to ensure it is consistent with P–3 goals of creating seamless transitions for children and families. [open response]

Alum Rock intends to make seamless transitions by supporting families with choices in the schools they attend. Coordination, communication, and changes are important in any transition. We believe that alignment of Pre-K-T4T-K, 1st, 2nd, 3rd grade experiences and relationships will emotionally support transitions. Intentionally increasing collaboration between the district's early learning programs and our elementary programs such as standards-common corecurriculums-schedules-professional development and specific professional

development around transitions, we can strive for the smoothest and seamless transitions for our youngest students. The engagement of families and support with school-home-connection will help foster how families can support children's learning and understanding of human conditions and change. Learning to master the ongoing winds of change helps children develop coping and resilient skills needed for life.

5. Identify how the LEA plans to ensure TK students are included in all provisions of Multi-Tiered Systems of Supports (MTSS) and, when necessary, special education instruction, with an emphasis on early intervention and inclusion practices to address supports and least restrictive environments. [open response]

One of the development areas for us in Alum Rock is how we work and partner with families. We know that when programs engage families through a variety of methods, children do better. Continuity with family support provides children with more levels of positive outcomes in school and at home. The multi-tiered system of support is an excellent framework that aligns positive responses to instruction and early interventions. MTSS aligns and integrates with our early learning initiative. We are developing and improving systems to ensure that at the earliest stages of development, children and families get the support that supports academics. Beginning to become familiar with developing coherence in how we provide education and support systems is Alum Rocks' journey. Prekindergarten through 8th-grade students is in MTSS. All students included in the MTSS, our T4TK-K-through 3rd grade. Providing families educational opportunities that explain how MTSS supports all children helps families understand the available systems to support children, mainly working towards eliminating expulsion practices and creatively designing options. Sharing data with families, hosting town halls, ensuring family groups are integrated into every aspect of the educational culture and system of education, striving for coherence and collaboration-not anyone alone. .

6. Identify any modifications the LEA intends to make to the Student Information System (SIS) and the assessment data system to ensure teachers and administrators have access to data from preschool through third grade. [open response]

The Student Services Department in Alum Rock is consistently upgrading our Student Information System. Updates are done to guarantee that student/family data is protected and private, updating to ensure that other tools being used are easily integrated with the SIS system, ease with the grading, report card input, and the management of who has access to the portals for students (teachers, administrators, access for students) are a few domains reviewed, Alum Rock works with SCCOE DataZone in which data is shared. Looking and supporting

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attendance and enrollment are aspects of modifications to continuously improve for more effective student information systems.

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

6.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:		Date: June 1, 2022
Subject:	California State Preschool Program (CSPP) Contract CS	SPP-2537
Staff Analysis:	Adoption of Resolution No. 59-21/22 entering into Department of Education for the purpose of prodevelopment within Alum Rock Union Elementary 2023. Contract number CSPP-2537 in the amount Elementary School District will be providing preschool.	oviding early learning/childcare and School District for Fiscal Year 2022- nt of \$940,493.00. Alum Rock Union
Recommendation:	Staff recommends that the Board of Trustees approv submitted.	e Resolution No. 59-21/22 as
Submitted by: <u>Dr. Dianna</u> Approved by: <u>Rene Sanct</u>	D D	rning dent of Instructional Services
To the Board of Trustees: Recommend Approval OOO Agenda Placement	Regular B	2022 Board Meeting intendent
	DISPOSITION BY BOARD OF TRUSTEES	
Motion by:	Seconded by: Not Approved:	

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 59-21/22 California State Preschool Programs (CSPP) Contract CSPP-2537

WHEREAS, this resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing early learning/childcare and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2022-23;

WHEREAS, contract CSPP-2537 in the amount of \$940,493.00 provides subsidized care for preschool programs located at Alum Rock Schools for families who meet eligibility criteria established by the California Department of Education;

WHEREAS, THINK Together, in coordination with the Alum Rock Union Elementary School District, will offer a comprehensive, licensed preschool program at Adelante Dual Language Academy, 2999 Ridgemont Drive, San Jose California, 95127 and Adelante Dual Language Academy II, 1970 Cinderella Lane, San Jose California, 95116;

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of Alum Rock Union Elementary School District authorizes entering into local agreement number CSPP-2537;

BE IT FURTHER RESOLVED, that Rene Sanchez, Assistant Superintendent and Dr. Dianna Ballesteros, Director of Early Learning may submit and receive all documents pertaining to the licensed Alum Rock Union Elementary School District preschool program;

PASSED AND ADOPTED, this 23rd day of June, 2022, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California:

Ayes	Noes	Absent	Abstain
Board of Trustees:			
Andrés Quintero, President			
Minh Pham, Vice President			
Corina Herrera-Loera, Clerk			
Ernesto Bejarano, Member			
Linda Chavez, Member			
			duced, passed, and adopted by the I District at a public meeting of said
Hilaria Bauer, Ph.D., Superintende	ent	 Date	



CALIFORNIA DEPARTMENT OF EDUCATION

PROVISIONAL

F. Y. 22 - 23

DATE: July 01, 2022

CONTRACT NUMBER: CSPP-2537
PROGRAM TYPE: CALIFORNIA STATE

PRESCHOOL PROGRAM

PROJECT NUMBER: 43-6936-00-2

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION*; the SANTA CLARA COUNTY Local Individualized Subsidized Child Care Plan (hereafter the "SANTA CLARA COUNTY PILOT PLAN") as most recently approved by the California Department of Education; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the CALIFORNIA STATE PRESCHOOL PROGRAM CONTRACT TERMS AND CONDITIONS (CT&C)* and any subsequent changes to the CT&C*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with the CT&C, the CT&C will prevail. The Contract must meet the specifications of the CT&C except where the SANTA CLARA COUNTY PILOT PLAN allows for exceptions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2022 through June 30, 2023. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the CT&C, based on the contract rate (which is the service county reimbursement rate as provided in https://www.cde.ca.gov/fg/aa/cd/documents/csppcontractrateattb.xlsx, applicable to the sites, as located in the service counties, approved by the Early Education Division and indicated in the Child Development Management Information System), the Minimum Days of Operations (MDO), which is based on the approved program calendar, and the Maximum Reimbursable Amount (MRA) of \$940,493.00.

During the term of this contract, the contract rate, the MDO and the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO): 246

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ctc2022.asp.

IMPORTANT: Signature is not required. Pursuant to the submission of the Continued Funding Application, this agreement will automatically take effect July 01, 2022 unless rejected in writing by June 30, 2022.

AMOUNT ENCUMBERED BY THIS	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
DOCUMENT	Child Development Programs		General	
\$ 940,493	(OPTIONAL USE) 0656			
PRIOR AMOUNT ENCUMBERED FOR	23038-6936			
THIS CONTRACT	ITEM 30.10.010. CHAPTER		STATUTE	FISCAL YEAR
* 0	6100-196-0001	B/A	2022	2022-2023
TOTAL AMOUNT ENCUMBERED TO DATE	OBJECT OF EXPENDITURE (CODE AND TITLE)			
\$ 940,493	702 SACS: F	Res-6105 Re	v-8590	

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 1, 2022
Subject:	THINK Together Designation of California State Preschool Program (CSPP) Facility Responsibility- Adelante I
Staff Analysis:	The Memorandum of Understanding between the Alum Rock Union Elementary School District and THINK Together is a formal agreement to provide California State Preschool Programs (CSPP) at two schools within the district. Preschool services will be provided at Adelante Dual Language Academy I, 2999 Ridgemont Drive, San Jose, California, 95127.
Recommendation:	Staff recommends that the Board of Trustees approve Resolution No. 60-21/22 as submitted.
Submitted by: <u>Dr. Dianna</u> Approved by: <u>Rene Sanct</u>	
To the Board of Trustees: Recommend Approval Agenda Placement	Meeting: June 23, 2022 Regular Board Meeting Hilaria Bauer, Ph.D., Superintendent
Motion by:	DISPOSITION BY BOARD OF TRUSTEES Seconded by:
Approved:	Not Approved: Tabled:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 60-21/22 THINK Together Designation of California State Preschool Programs (CSPP) Facility Responsibility

WHEREAS, The Memorandum of Understanding between the Alum Rock Union Elementary School District and THINK Together is a formal agreement to provide California State Preschool Programs (CSPP) at two schools within the district. It is agreed that THINK Together will provide preschool services at Adelante Dual Language Academy, 2999 Ridgemont Drive, San Jose California, 95127;

WHEREAS, THINK Together Program Manager, Yecenia B. Cardenas, is designated to receive and submit all documents pertaining to Adelante Dual Language Academy, 2999 Ridgemont Drive, San Jose California, 95127;

WHEREAS, Yecenia B. Cardenas is designated as the Administrator-Manager of the above named facility and authorized to receive any licensing documents on behalf of our Board, including reports of inspections and consultations, accusations, and civil and administrative processes;

WHEREAS, THINK Together, in coordination with the ARUESD, will offer a comprehensive, licensed preschool in the Alum Rock School Readiness Program which meets the developmental needs of the children it serves.

NOW, THEREFORE, BE IT RESOLVED, that THINK Together will secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the fully executed MOU.

BE IT FURTHER RESOLVED, that THINK Together's designee has the authority, on behalf of the Alum Rock Board of Trustees, to submit the application to the State of California, Department of Social Services Community Care Licensing Division Agency, San Jose Child Care Program, 2580 North First Street, Suite 300, San Jose, California, 95131.

PASSED AND ADOPTED, this 23rd day of June, 2022, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California:

School District, County o	of Santa Clara, State of Califor	nia: 		_
Ayes	Noes	Absent	Abstain	
Board of Trustees:				
Andrés Quintero, Presid	ent			
Minh Pham, Vice Preside	ent			
Corina Herrera-Loera, Cl	erk			
Ernesto Bejarano, Memb	ber			
Linda Chavez, Member				
	of Trustees of the Alum Rock U		oduced, passed, and adopted by bool District at a public meeting of s	

Hilaria Bauer, Ph.D., Superintendent

Date

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

6.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees	:	Date: June 1, 2022
Subject:	THINK Together Designati Responsibility- Adelante I	on of California State Preschool Program (CSPP) Facility I
Staff Analysis:	District and THINK Toge Programs (CSPP) at two	Inderstanding between the Alum Rock Union Elementary School ther is a formal agreement to provide California State Preschool schools within the district. Preschool services will be provided at Academy II, 1970 Cinderella Lane, San Jose, California, 95116.
Recommendation:	Staff recommends that t submitted.	he Board of Trustees approve Resolution No. 61-21/22 as
Submitted by: <u>Dr. Diann</u>	a Ballesteros	Title: Director of Early Learning
Approved by: Rene Sano	thez V.5	Title: Assistant Superintendent of Instructional Services
To the Board of Trustees Recommend Approval Agenda Placement	•	Meeting: June 23, 2022 Regular Board Meeting Hilaria Bauer, Ph.D., Superintendent
	DISPOSITIO	ON BY BOARD OF TRUSTEES
Motion by:		Seconded by:
Approved:	Not Approv	red: Tabled:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 61-21/22 THINK Together Designation of California State Preschool Programs (CSPP) Facility Responsibility

WHEREAS, The Memorandum of Understanding between the Alum Rock Union Elementary School District and THINK Together is a formal agreement to provide California State Preschool Programs (CSPP) at two schools within the district. It is agreed that THINK Together will provide preschool services at Adelante Dual Language Academy II, 1970 Cinderella Lane, San Jose California, 95116;

WHEREAS, THINK Together Program Manager, Yecenia B. Cardenas, is designated to receive and submit all documents pertaining to Adelante Dual Language Academy II, 1970 Cinderella Lane, San Jose California, 95116;

WHEREAS, Yecenia B. Cardenas is designated as the Administrator-Manager of the above named facility and authorized to receive any licensing documents on behalf of our Board, including reports of inspections and consultations, accusations, and civil and administrative processes;

WHEREAS, THINK Together, in coordination with the ARUESD, will offer a comprehensive, licensed preschool in the Alum Rock School Readiness Program which meets the developmental needs of the children it serves.

NOW, THEREFORE, BE IT RESOLVED, that THINK Together will secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the fully executed MOU.

BE IT FURTHER RESOLVED, that THINK Together's designee has the authority, on behalf of the Alum Rock Board of Trustees, to submit the application to the State of California, Department of Social Services Community Care Licensing Division Agency, San Jose Child Care Program, 2580 North First Street, Suite 300, San Jose, California, 95131.

PASSED AND ADOPTED, this 23rd day of June, 2022, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California:

3011001 21311100, 00 01111, 01 0 01111				
Ayes	Noes	Absent	Abstain	
Board of Trustees:				
Andrés Quintero, President	1			
Minh Pham, Vice President	-			
Corina Herrera-Loera, Clerk				
Ernesto Bejarano, Member				
Linda Chavez, Member				
I HEREBY CERTIFY that the foreg members of the Board of Truste Board held on June 23, 2022.	oing resolution war es of the Alum Rock	s duly and regularly intro Union Elementary Schoo	duced, passed, and adopted bold District at a public meeting o	y the f said
Hilaria Bauer, Ph.D., Superinten	dent	Date		

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

6.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: June 3, 2022

Subject:	Pathway to Seal of Biliteracy Achievement Awards Student Recognition		
Staff Analysis:	The Pathway to Seal of Biliteracy is an award given to students that meet strict and rigorous criteria and show proficiency skills in two languages. Alum Rock Union School District students on the path of bilingualism are recognized in both 5th and 8th grade for maintaining high linguistic proficiency in both Spanish and English. In awarding the Pathway to Seal of Biliteracy Award to outstanding young leaders, ARUSD seeks to: • Encourage and reward students who develop biliteracy skills. • Recognize and honor our rich and diverse language assets. • Affirm positive attitudes toward multilingualism.		
	 Validate the use of multiple languages for all students. 		
Recognition Only			
Submitted by: Dr. Ge	Title: Principal on Special Assignment, Academic Services		
Approved by: Rene	SanchezTitle: Assistant Superintendent, Instructional Services		
As a second seco			
To the Board of Trust	rees: Meeting: June 23, 2022 Regular Board Meeting		
Information Only	A A A A A A A A A A A A A A A A A A A		
6.05	A Manney Comment of the Comment of t		
Agenda Placement	Hilaria Bauer, Ph.D., Superintendent		
	Y		
	DISPOSITION BY BOARD OF TRUSTEES		
Motion by:	Seconded by:		
Approved:	Not Approved: Tabled:		



2021-2022 Pathway to Seal of Biliteracy Award Winners

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
Camila Martinez Polanco
Liliana Ojeda
Arleen Vazquez Orozco

Date: June 15, 2022

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Review and Approve the 2022-2023 Local Control Accountability Plan

To the Board of Trustees:

Subject:

-	(LCAP), 2021-2022 LCAP Annual Update, 2022-2023 Budget Overview for Parents and 2022-2023 LCAP Addendum
Staff Analysis:	LEAs are required to develop, adopt and annually update a three-year Local Control Accountability Plan (LCAP). The LCAP must include a description of the annual goals to be achieved for each student group for each state priority and any locally identified priorities. The LCAP also contains expenditures to support pupil outcomes and overall performance. The LCAP must include an annual review of the effectiveness of the goals, actions, and services from the prior year, a Budget Overview for Parents and LCAP Addendum. Materials will be available for review in the District office lobby area by June 21, 2022
Recommendation:	Staff recommends approval of the 2022-2023 Local Control Accountability Plan (LCAP), 2021-2022 Annual Update, 2022-2023 Budget Overview for Parents and 2022-2023 LCAP Addendum
Submitted by: Sandi	a Garcia Title: <u>Director of State and Federal Programs</u>
Approved by: Rene	Sanchez Title: Assistant Superintendent, Instructional Services
To the Board of Trus	tees: Meeting: June 23, 2022 Regular Board Meeting
Recommend Approv	-
6.06	4 Dames
Agenda Placement	Hilaria Bauer, Ph.D., Superintendent
	IV.
	DISPOSITION BY BOARD OF TRUSTEES
Motion by:	Seconded by:
Approved:	Not Approved: Tabled:

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

6.07

Date: June 15, 2022

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Subject:	Local Control Accountability Plan (LCAP) 2022/2023: Aptitud Community Academy		
Staff Analysis:	Pursuant to EC Section 47604.33, a charter school is required to submit its LCAP and annual update to its chartering authority and the county superintendent of schools.		
	The LCAP 2022/2023 for Aptitud Community Academy provides details of goals and specific actions to achieve those goals pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5., as well as a Budget Overview for Parents.		
	Statute does not require the authorizer to approve the LCAP and annual update.		
Recommendation:	Information Only		
Submitted by: <u>Sandr</u>	Title: <u>Director of State and Federal Programs</u>		
Approved by: Rene Sanchez Title: Assistant Superintendent, Instructional Services			
To the Board of Trus	tees: Meeting: June 23, 2022 Regular Board Meeting		
Information Only	il negatar board intecting		
6.07	1 Mario		
Agenda Placement	Hilaria Bauer) Ph.D., Superintendent		
	DISPOSITION BY BOARD OF TRUSTEES		
Motion by:	Seconded by:		
Approved:	Not Approved: Tabled:		



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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trus	tees:	Date: June 15, 2022
Subject: Staff Analysis:	Progress of Local Performance Indicators California's accountability and continuous improvement system provides information about how local educational agencies and schools are meeting the needs of students based on a concise set of measures. LEAs are responsible for rating their progress on the local performance indicators and	
Recommendation:		to their local governing board during LCAP adoption
Submitted by: Sand	05	Title: <u>Director of State and Federal Programs</u> Title: <u>Assistant Superintendent, Instructional Services</u>
To the Board of Trus Presentation	tees:	Meeting: June 23, 2022 Regular Board Meeting
Agenda Placement		Hilaria Bauer, Ph.D., SuperIntendent
Mation by:	-	N BY BOARD OF TRUSTEES
		Seconded by: oved: Tabled:

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

7.0

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:
Subject: Approve Classified Substitute Pay Rates Effective 7-1-2022.
Staff Analysis:
District administration has revised the Classified Substitute Pay Rates to reflect the 5% salary increase to Teamsters & CSEA bargaining unit members effective for the 22/23 school year.
Recommendation:
District administration is recommending that the Board of Trustees approve the attached Classified Substitute Pay Rates.
Submitted by: Cesar Torrico Correct Title: Assistant Superintendent, Human Resources
To the Board of Trustees: Meeting: June 23, 2022 Recommend Approval Regular Board Meeting
7.07 Hrann
Agenda Placement Hilaria Bayer, Ph. D., Superintendent
DISPOSITION BY BOARD OF TRUSTEES
Motion by: Seconded by:
Approved: Not Approved: Tabled:

CSEA Substitute Rates

			RATE: 90%
CLASSIFICATION TITLE	R/	ANGE	OF STEP 1
CAMPUS PARA	5.5	\$ 18.76	\$16.88
INFANT CARE PARAEDUCATOR	5.5	\$ 18.76	\$16.88
ASSESSMENT TECHNICIAN	6	\$ 19.20	\$17.28
COMMUNITY LIAISON	6.5	\$ 19.52	\$17.57
HEALTH ASSISTANT	6.5	\$ 19.52	\$17.57
PARAEDUCATOR	6.5	\$ 19.52	\$17.57
PARAEDUCATOR-BILINGUAL	6.5	\$ 19.52	\$17.57
OFFICE ASSISTANT I	7	\$ 19.83	\$17.85
PARAEDUCATOR-SPECIAL EDUCATION I	7	\$ 19.83	\$17.85
CHILD NUTRITION CASHIER	7.5	\$ 20.22	\$18.20
LIBRARY ASSISTANT	7.5	\$ 20.22	\$18.20
OFFICE ASSISTANT II	8	\$ 20.57	\$18.51
READER ASSISTANT	8	\$ 20.57	\$18.51
SCHOOL OFFICE ASSISTANT	8	\$ 20.57	\$18.51
SIGN LANGUAGE INTERPRETER	8	\$ 20.57	\$18.51
PARAEDUCATOR-COMPUTER ASSISTED INSTR.	8	\$ 20.57	\$18.51
PARAEDUCATOR-SPECIAL EDUCATION II	8	\$ 20.57	\$18.51
DISTRICT OPERATOR/RECEPTIONIST	8.5	\$ 20.94	\$18.85
OFFICE ASSISTANT III	9.5	\$ 21.68	\$19.51
CDC SECRETARY	10	\$ 22.11	\$19.90
MIGRANT EDUCATION STATISTICAL LIAISON	10	\$ 22.11	\$19.90
PROGRAM ADVOCATE-MIGRANT EDUCATION	10	\$ 22.11	\$19.90
SPECIALIZED HEALTH ASSISTANT	10	\$ 22.11	\$19.90
ACCOUNTANT ASSISTANT	10.5	\$ 22.49	\$20.24
DATA PROCESSING & SUPPORT TECHNICIAN	10.5	\$ 22.49	\$20.24
TRANSLATOR	10.5	\$ 22.49	\$20.24
SECRETARY	11	\$ 23.01	\$20.71
HUMAN RESOURCES ASSISTANT	12	\$ 23.79	\$21.41
PRINTING TECHNICIAN I	12	\$ 23.79	\$21.41
STAFF ASSISTANT	12	\$ 23.79	\$21.41
SUBSTITUTE ASSIGNMENT ASSISTANT	12	\$ 23.79	\$21.41
AUTISTIC INTERVENTION ASSISTANT	12	\$ 23.79	\$21.41
SENIOR ACCOUNTING ASSISTANT	13	\$ 24.78	\$22.30
ADMINISTRATIVE ASSISTANT	13.5	\$ 25.17	\$22.65
SCHOOL ADMINISTRATIVE ASSISTANT	13.5	\$ 25.17	\$22.65
CHILD WELFARE & ATTENDANCE LIAISON	14	\$ 25.74	\$23.17
PRINTING TECHNICIAN II	15	\$ 26.75	\$24.08
ACADEMIC & EVENT SPECIALIST	16	\$ 27.83	\$25.05
DATA RESEARCH TECHNICIAN	16	\$ 27.83	\$25.05
IT -HELP DESK SUPPORT	16	\$ 27.83	\$25.05

UPDATED 06/2022 Board Approved Pending

CSEA Substitute Rates

			RATE: 90%
CLASSIFICATION TITLE	R.A	ANGE	OF STEP 1
PAYROLL TECHNICIAN	16	\$ 27.83	\$25.05
TRANSLATOR TECHNICIAN	16	\$ 27.83	\$25.05
BENEFITS/INSURANCE TECHNICIAN	17	\$ 28.95	\$26.06
CERTIFICATION SPECIALIST	17	\$ 28.95	\$26.06
MANAGEMENT INFORMATION SYSTEMS TECHNICIAN	17	\$ 28.95	\$26.06
NETWORK TECHNICIAN	17	\$ 28.95	\$26.06
TECH SUPPORT SPECIALIST	17	\$ 28.95	\$26.06
EXECUTIVE ASSISTANT	17.5	\$ 29.52	\$26.57
ACCOUNTANT	18	\$ 30.16	\$27.14
ASSESSMENT SPECIALIST	18	\$ 30.16	\$27.14
LEAD TECH SUPPORT SPECIALIST	18	\$ 30.16	\$27.14
DATABASE TECHNICIAN	19.5	\$ 31.95	\$28.76
PROGRAMMER ANALYST	22	\$ 35.47	\$31.92
SENIOR ACCOUNTANT	22	\$ 35.47	\$31.92
DATABASE ADMINISTRATOR	24	\$ 35.47	\$31.92
SENIOR PROGRAMMER ANALYST	24	\$ 35.47	\$31.92

TEAMSTERS

Substitute Rates

CLASSIFICATION TITLE	RA	NGE	RATE: 90% OF STEP 1
BUS DRIVER	12	\$ 24.76	\$22.28
BUS DRIVER/TRAINER	13	\$ 25.78	\$23.20
BUS DRIVER/UPHOLSTERER	12.5	\$ 25.22	\$22.70
CHILD NUTRITION ASSISTANT I	4.5	\$ 18.80	\$16.92
CHILD NUTRITION ASSISTANT II	6.5	\$ 20.22	\$18.20
CUSTODIAN DAY	11	\$ 23.89	\$21.50
CUSTODIAN NIGHT	11	\$ 23.89	\$21.50
DISPATCH/TRAINER	13	\$ 25.78	\$23.20
LEAD BUILDING MAINTENANCE WORKER	16	\$ 28.95	\$26.06
LEAD CUSTODIAN WORKER	13	\$ 25.78	\$23.20
LEAD ELECTRICIAN MAINTENANCE WORKER	16	\$ 28.95	\$26.06
LEAD LANDSCAPE MAINTENANCE WORKER	16	\$ 28.95	\$26.06
LEAD MECHANIC WORKER	16.5	\$ 29.47	\$26.52
MAINTENANCE WORKER I	10	\$ 22.98	\$20.68
MAINTENANCE WORKER II	12	\$ 24.76	\$22.28
* PLUMER *LOCK SMITH *LANDSCAPE *ELECTRICIAN *WELDER *H.V.A.C. *PEST CONTROL	14	\$ 26.75	\$24.08
*PLUMBER *ELECTRICIAN			1
*H.V.A.C. *PEST CONTROL	15	\$ 27.83	\$25.05
MECHANIC	14.5	\$ 27.23	\$24.51
TELE-COMMUNICATIONS TECHNICIAN	14	\$ 26.75	\$24.08
WAREHOUSE WORKER I	11.5	\$ 24.23	\$21.81
WAREHOUSE WORKER II	12	\$ 24.76	\$22.28

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 – Occupational Therapist
Staff Analysis:
Under the direction of the Director of Special Education, the Occupational Therapist (OT) participates as a member of the educational team and is responsible for conducting appropriate pediatric occupational therapy assessments to determine a student's level of function relative to the student's age and educational placement in such areas as fine motor development, gross motor development, sensory-motor integration, self-care, and self-help activities for daily living. The Occupational Therapist is responsible for providing assessments, reports, and IEP goals for students evaluated for special education services and students who may need occupational therapy as a related service, necessary to assist students in acquiring physical functional performance skills needed to participate in and benefit from his/her educational program and function independently.
Recommendation:
District administration is recommending that the Board of Trustees approve the new management position and job description – Occupational Therapist.
Submitted by: Cesar Torrico Con Title: Assistant Superintendent, Human Resources
To the Board of Trustees: Meeting: June 23, 2022
Recommend Approval Regular Board Meeting
7.02 White and the superintendent
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

POSITION TITLE: Occupational Therapist

REPORTS TO: Director of Special Education

FUNCTIONS: Under the direction of the Director of Special Education, the Occupational

Therapist (OT) participates as a member of the educational team and is responsible for conducting appropriate pediatric occupational therapy assessments to determine a student's level of function relative to the student's age and educational placement in such areas as fine motor development, gross motor development, sensory-motor integration, self-care, and self-help activities for daily living. The Occupational Therapist is responsible for providing assessments, reports, and IEP goals for students evaluated for special education services and students who may need occupational therapy as a related service, necessary to assist students in acquiring physical functional performance skills needed to participate in and

benefit from his/her educational program and function independently.

AREAS OF RESPONSIBILITY:

- Administer complete educational related assessments and reassessments including
 the interpretation of the developmental history, classroom or playground observations,
 records review, standardized testing, and non-standardized testing in areas of
 suspected disability; Interpret results, provide a comprehensive written report, present
 findings, and offer appropriate intervention strategies at IEP meetings
- Participate effectively in the multidisciplinary IEP team process and work effectively
 with the instructional team, parents, and community members, and function as a
 positive, contributing member on an educational team
- Communicate assessment finding's effectively to the IEP team; including educational staff, parents, students, and agency professionals concerned with the students
- Coordinate individual goals with the IEP team to ensure that goals are educationally relevant and will contribute to the student's progress towards his/her educational goals and to improve the student's functional ability
- Implement the student's IEP by providing occupational therapy services to students and through appropriate training for parents
- Provide individual and group therapy sessions to correct specific areas of concern, including fine- motor skills and sensory-motor integration dysfunction
- Attend IEP meetings and provide progress reports at the designated intervals to parents at designated time periods
- Identify, evaluate, and design adapted equipment to assist students in self-care and academic activities
- Maintain a schedule to meet the caseload requirements, develop procedures, reporting forms, and records to manage the program and comply with educational standards
- Develop home and community programming to maintain and enhance the performance of students in their natural environments
- Conduct training programs for district personnel on the role of occupational therapy as an educational service, normal sensory-motor development as related to learning, and identification of sensory-motor deficits

Occupational Therapist - Continued

- Work effectively with students, district personnel, community representatives, interdisciplinary teams and families
- Use current best practice clinical skills for working with students with mild to severe physical, mental and emotional disabilities
- Administer the occupational therapy program as needed in terms of budget recommendations, space and equipment recommendations, occupational therapy program development and evaluation
- Participate in approved professional growth activities in special education and in pediatric occupational therapy
- Possess knowledge of District policies and regulations and adhere to same
- Assist in the management of the program, interpret and implement rules relating to the program, make policy recommendations, evaluate results, and make determinations relative to effective service delivery
- Work confidentially with discretion
- Travel among all schools to deliver services
- Performs other directly related duties as assigned

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Developmental foundations and neuro developmental implications as related to learning/behaviors and educational success

Principles, methods and objectives of educationally-based occupational therapy, treatment and services

Skeletal anatomy, neuromuscular function and dysfunction, kinesiology and occupational therapy modalities

Understanding of child development, common disabilities and theory/practice of educationally- based occupational therapy

Techniques used in the assessment and treatment of children with a variety of disabilities

Educational and development needs of children with specific disabilities, especially autism spectrum disorder (ASD)

Special education laws relative to occupational therapy services

A variety of decision-making processes and able to select appropriate methods in specific problem-solving situations

ABILITY TO:

Use a variety of methods, techniques, equipment, and practices in occupational therapy Identify and analyze areas of developmental sensory-motor dysfunction

Work independently with minimal direction

Interact effectively with co-workers and parents

Maintain composure in conflict situations

Administer and accept supervisory authority

Use strong organizational, leadership, analytical, and communication skills (both oral and written)

Respond to a host of different demands without a loss of productivity

Use technology effectively in communication and to deliver professional development

Occupational Therapist - Continued

EDUCATION/TRAINING EXPERIENCE:

Two years of clinical experience providing occupational therapy services with a primary focus on pediatric clients. Experience working with students with a variety of disabilities and in an educational setting. Strong background in sensory integration therapy and application in the treatment of autism spectrum disorder (ASD) and associated regulatory disorders. Experience working collaboratively with families and public schools

LICENSE/OTHER REQUIREMENTS:

Valid registration with the American Occupational Therapy Association (AOTA) and/or certified with the National Board of Certification for Occupational Therapy (NBCOT) Possess and maintain a valid California driver's license

WORKING CONDITIONS:

ENVIRONMENT:

Office/School environment Constant interruptions Driving a vehicle to conduct work Travel to and from the District Office and schools

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 anti-social behavior.

Exposure to bodily fluids and infectious diseases.

TERMS OF EMPLOYMENT:

SALARY RANGE:

Classified Management Schedule

WORK YEAR:

10.5 months

EVALUATION:

Performance of this position will be evaluated in accordance with the

classified management staff evaluation process.

BOARD APPROVED: Pending

	ALUM R CLAS	OCK UNION ELEMEN SIFIED MANAGEMEN	ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT CLASSIFIED MANAGEMENT SALARY SCHEDULE	달		
		2022-23 (5 %)	(2 %)			
	(Board Eff	Board Approved: Pending Effective: July 1, 2022
Title/Position	Work Year	1	2	8	4	5
Assistant Superintendent	219	\$169,826.00	\$178,317.00	\$187,235.00	\$196,594.00	\$206,424.00
Officers Chief Technology Officer	219	\$145,495.00	\$152,770.00	\$160,410.00	\$168,431.00	\$176,850.00
Director Child Nutrition Services						
Fiscal Services	219	\$132,028.00	\$138,630.00	\$145,562.00	\$152,841.00	\$160,481.00
Maintenance, Operations & Transportation						
lechnology services						
Administrator	219	\$114 053 00	\$119 754 00	\$125 742 00	\$132,028,00	\$138 630 00
Fiscal Services	2	200001111	2011 21/21	00:31 /(034	00:000	00:000/00=4
Coordinators/Managers						
Bond Program						
Bond Account						
Child Nutrition Services						
Human Resources						
Maintenance & Transportation	219	\$105 509 00	\$110 786 00	\$116 325 00	\$122 141 00	\$128 248 00
Operations & Security	1	0000000	2000	00.000	A+++1+1+0	20.01
Payroll						
Procurement						
Student Information Systems						
State & Federal Programs						
Transportation						
Academic Services	210	\$93 275	\$97.939	\$107.836	\$107 977	\$113 376
Occupational Therapist	777	C12/CC+	0000	000/2014	110(10=4	0100000

* Earned Masters: \$1,925 on base salary

Longevity Increments (5): \$2,521 at 10, 14, 18, 22 and 25 years of service to the District. For initial placement of new Classified Management employees, relevant outside management experience may be used for placement on the salary schedule, including granting of any longevity increment(s).

^{*} Earned Doctorate: \$2,000 on base salary

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

7.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve New Position and Job Description – Behavior Intervention Supervisor							
Staff Analysis:							
Under the supervision of the site administrator, assigned behavior specialist, and Director of Special Education, the behavior Intervention supervisor assists the classroom team in providing clinical skills, instruction and behavior reduction protocols based on the program design and student's behavior intervention plan or Individual Education Plan (IEP). The behavior intervention supervisor will administer basic and advanced behavior techniques to students with significant needs, providing direct student contact and record-keeping tasks to address the student's special education needs. The position serves as a support for the district at various sites depending on student needs.							
Recommendation:							
District administration is recommending that the Board of Trustees approve the new management position and job description – Behavior Intervention Supervisor.							
Submitted by: Cesar Torrico Carl Title: Assistant Superintendent, Human Resources							
To the Board of Trustees: Meeting: June 23, 2022							
Recommend Approval Regular Board Meeting							
7.03 MByull							
Agenda Placement Hilaria Beuer/Ph.D., Superintendent							
DISPOSITION BY BOARD OF TRUSTEES							
Motion by: Seconded by:							
Approved: Not Approved: Tabled:							

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Position Title:

Behavior Intervention Supervisor

Reports to:

Director of Special Education

Functions:

Under the supervision of the site administrator, assigned behavior specialist, and Director of Special Education, the behavior Intervention supervisor assists the classroom team in providing clinical skills, instruction and behavior reduction protocols based on the program design and student's behavior intervention plan or Individual Education Plan (IEP). The behavior intervention supervisor will administer basic and advanced behavior techniques to students with significant needs, providing direct student contact and record-keeping tasks to address the student's special education needs. The position serves as a support for the district

at various sites depending on student needs.

Essential Duties and Responsibilities:

- Administers basic and advanced behavioral techniques.
- Collects behavioral and social data, including Antecedent-Behavior-Consequence (ABC)
- Provides classroom and campus supervision to assigned students.
- Creates materials, including instructional aids and transactional supports.
- Works positively and collaboratively with a wide range of school staff, parents, and private agencies to ensure an appropriate learning program and environment.
- Assists behavior specialists in conducting functional behavior assessments.
- Conducts fidelity checks to ensure proper implementation of behavior and/or instructional procedures.
- Implements established classroom behavior management procedures.
- Coaches teachers in the use of behavior management strategies so that teachers can develop an independent classroom management plan.
- Coaches and supervises ABA therapists in the use of applied behavioral analysis.
- Implements established procedures in alternate settings within the District, site, student transportation, or home.
- Implements token program reinforcement system or other research-based systems.
- Implements SELPA safety management training procedures as prescribed.
- Participate in program staff meetings or IEP meetings as directed by the program supervisor.
- Maintain current knowledge of each student's special circumstances and needs.
- Performs other duties as assigned by supervisor.

Qualifications:

 Bachelor's degree preferred in the area of psychology, education, social work, counseling, mental health, or related area.

Behavior Intervention Supervisor - continued

- At least three years of successful experience working in a school or private setting with students with special or behavioral needs.
- Requires use of a personal automobile, possession of a valid California Class Driver's License, and proof of current and appropriate auto insurance coverage.

TERMS OF EMPLOYMENT:

SALARY PLACEMENT:

Classified Supervisory Salary Schedule

WORK YEAR:

202 Work Days

EVALUATION:

Performance of this position will be evaluated by the Director of

Special Education

BOARD APPROVED:

Pending

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT SUPERVISORY SALARY SCHEDULE 2022-23 (5 %)

Board Approved: Pending Effective: July 1, 2022

Title (Bootston	Work	-	-	n	V	u	u	7	o	o
iide/ rosidoli	Year	-	7	n	t	n		,	0	n
Child Nutrition Services Satellite Supervisor	185	\$42,508.00	\$44,450.00	\$46,495.00	\$48,570.00	\$50,601.00	\$52,676.00	\$54,647.00	\$56,076.00	\$57,490.00
Kitchen Supervisor	185	\$44,450.00	\$46,495.00	\$48,585.00	\$50,601.00	\$52,692.00	\$54,738.00	\$56,813.00	\$58,256.00	\$59,672.00
Warehouse Supervisor	224	\$59,967.00	\$62,734.00	\$65,557.00	\$68,287.00	\$71,111.00	\$73,859.00	\$76,645.00	\$78,617.00	\$80,530.00
School Link Services Supervisor	199	\$68,685.00	\$71,793.00	\$75,147.00	\$77,953.00	\$80,777.00	\$83,487.00	\$86,197.00	\$88,433.00	\$90,632.00
Behavior Intervention Supervisor	202	\$60,815.00	\$63,566.88	\$66,536.58	\$69,021.06	\$71,521.49	\$73,920.97	\$76,320.46	\$78,300.25	\$80,247.29
Transportation Scheduler	77.0									
Parent Education Supervisor	+27	\$68,685.00	\$71,793.00	\$75,147.00	\$77,953.00	\$75,147.00 \$77,953.00 \$80,777.00	\$83,487.00	\$83,487.00 \$86,197.00 \$88,433.00	\$88,433.00	\$90,632.00
Child Nutrition Services Operations Supervisor										
Purchasing Supervisor	224									
Network & Systems Supervisor		\$94,005.00	\$98,345.00	\$102,876.00	\$107,045.00	\$111,119.00	\$115,271.00	\$98,345.00 \$102,876.00 \$107,045.00 \$111,119.00 \$115,271.00 \$119,383.00 \$122,434.00 \$125,487.00	\$122,434.00	\$125,487.00

^{*} Earned Masters: \$1,925 on base salary

Longevity Increments (5): \$2,521 at 10, 14, 18, 22 and 25 years of service to the District. For initial placement of new Supervisory employees, relevant outside management experience may be used for placement on the salary schedule, including granting of any longevity increment(s).

^{*} Earned Doctorate: \$2,000 on base salary

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

7.04

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 Car F Title: Assistant Superintendent, Human Resources
To the Board of Trustees: Meeting: June 23, 2022
Information Only Regular Board Meeting
Agenda Placement Hilaria Bauer, Ph.D., Superintendent
DISPOSITION BY BOARD OF TRUSTEES
Motion by: Seconded by:
Approved: Not Approved: Tabled:

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

June 23, 2022

CERTIFICATED RESIGNATIONS:

I. Resignations:

1. Amchan, Erin	Core/Renaissance Academy I	06/10/2022
2. Becerra, Jessica	5/Adelante Academy II	06/10/2022
3. Bisaccia, Nichole	Art/George Middle School	06/30/2022
4. Bohigian, Kyle	Core/Hubbard Media Arts Academy	06/10/2022
5. Drake, Kayla	5/Independent Study/Chavez Elementary	06/10/2022
6. Hinsch, Laura	Core/Renaissance Academy I	06/10/2022
7. Iwasaki, Vincent	Principal/Renaissance Academy II	06/30/2022
8. Mann, Parveen	SDC/Renaissance Academy I	06/10/2022
9. Miller, Christopher	5/Painter Elementary	06/10/2022
10. Needleman, Erez	RSP/Aptitud Community Academy at Goss	06/10/2022
11. Ramsdell, Rosa	Counselor, K-5/SEL Department	06/10/2022
12. Sorich, Kelli	Core/Renaissance Academy I	06/10/2022

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

8.01

Date: June 2, 2022

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Subject:	Maxim Healthcare Staffing							
Staff Analysis:	Speech therapy services with Maxim Healthcare Staffing. Services will take place on days school is in session. Speech therapist services students at various sites with speech therapy identified needs per the students' IEP.							
	BCBA acts as a clinical teacher who educates, observes and supervises the activities and service delivery of the Behavior Technicians. Due to the continued shortage of para II applicants, we will be using outside agencies to fill the positions.							
	Daily medical assistance for student with medical needs. LVN is necessary due to Dr's orders.							
Recommendation:	mmendation: Staff recommends that the Board of Trustee approve the contract with Maxim Healthcare Staffing. The cost of this contract is \$894,600.							
Submitted by: Anthony Colonna Title: Director, Special Education Department								
Approved by: Rene Sanchez Title: Assistant Superintendent of Instructional Service								
To the Board of Trust Recommend Approx Story Agenda Placement	Special Board Meeting /al							
	DISPOSITION BY BOARD OF TRUSTEES							
Motion by:	Seconded by:							
Approved:	Not Approved: Tabled:							



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO:	DIVISIO	N OF BUSINESS SER	VICES			CONTRACT NO.		
FRO	M: Spe	cial Education		(Sch	nool/Dept.)	VENDOR NO.	16815	
PRO	GRAM MA	NAGER: Anthony	Colonna					
		The Alum Rock Uniong named Contractor:	n Elementary School Dis	strict (ARUESI	D), whose address is :	2930 Gay Avenue, Sa	n Jose, CA 95127, and	
1	Name of I	ndividual/Company: _	Maxim Healthca	re Staffin	g Services, Inc			
,	Address:	631 River Oak	s Pkwy.	City	y: <u>San Jose</u>	State: Ca	zip: <u>95134</u>	
ı	Phone: (_	408) 914-489	5	Em	ail Address:			
;	SSN:			or Fed	1.D. #: <u>52-1590</u>	951		
		igree and promise as						
2. (CONTRAC	TTERM: start date	July 1, 2022		end date_J	une 30, 2023		
	CONTRACTOR'S OBLIGATION: In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:							
1		otion of services to be and other documents	e provided and expected	d results (e.g.	services, materials,	products and/or repo	rts). Attach proposals,	
			nce for student v	vith medic	cal needs. LVN	l is necessary	due to Dr's	
	educat	ional activities	ts as a clinical te and service deli- speech included	very of Be	havior Technic	cians. Speech	therapist will	
e (xpressed nvoice) w	herein, ARUESD shi hich shall be submitte	ation of Contractor's pro lall pay Contractor upo ed not later than 30 days y ARUESD as follows: ((on Contractor's from the end	s submission of a p	roperly documented	demand for payment	
2	4	Fee Rate: \$50.00/ hours/day	hr (8) per hour/d ys of services. ARUESI	ay of service D may, but is	as may be requested not obligated to, requ	by ARUESD, not to uest the maximum nu	exceed a maximum of imber of hours/days of	
2	 b. (other: \$60.00/hr	(describe r	ate agreemen	_{t)} LVN. \$90/hr	Marriage & Fa	amily Therapist	
3	145/h	rSpeech Thera	pist (2) \$339,30	0- 080-65	00-0-5815-00-	5750-1120-00	0000-380-1820	
5. E	UDGET (ODE:						
	FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC	
-	080 080	6546-0 6500-0	5815-00 5815-00	5750 5001	479,700 75,000	1190-000000 3140-000000	380-6546 380-1801	
	UOU	U-0000	0010-00	1 000	/ 5,000	3140-000000	300-1001	

- 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.
- 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.



6/2/22

Alum Rock Union School District 2930 Gay Ave, San Jose, CA 95127

Dear Anthony Colonna,

Maxim Healthcare Staffing Services, Inc. is currently a certified staffing firm through The Joint Commission's Health Care Staffing Services program. Maxim Staffing Solutions would like to take this opportunity to notify its client facilities of certain procedures that are required of Maxim Staffing Solutions by The Joint Commission. Maxim Staffing Solutions will provide services according to the attached procedures to all of its clients.

Please feel free to contact your local Maxim Staffing Solutions representative if you have any questions about the attachment. As always, Maxim Staffing Solutions appreciates your business and we look forward to a continued mutually beneficial relationship.

Sincerely,

Maxim Healthcare Staffing Services, Inc.

Maxim Healthcare Staffing Services, Inc.

- MAXIM will supply FACILITY with Personnel who meet the following criteria and will provide evidence of the following to FACILITY upon written request:
 - 1) Possess current state license/registration and/or certification.
 - 2) Possess CPR certification, as requested in writing by FACILITY to comply with applicable law.
 - 3) Completed pre-employment physical as requested in writing by FACILITY to comply with applicable law.
 - 4) Possess proof of pre-employment screening to include a TB skin test or chest X-ray, professional references, criminal background check(s) (and drug screenings as requested in writing).
 - 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
 - 6) Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
 - 7) Completed MAXIM standard OSHA and HIPAA training.
- Personnel provided to FACILITY are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify FACILITY in writing of its intent to use subcontractors and will obtain written approval from FACILITY. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to FACILITY if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to FACILITY. Any Personnel provided to FACILITY by an independent contractor will be subject to the same qualifications as MAXIM employees.
- MAXIM encourages FACILITY to provide MAXIM Personnel with an adequate and timely orientation to FACILITY. FACILITY should review instructions regarding confidentiality (including patient and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the FACILITY as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the FACILITY'S specific policies and procedures provided to MAXIM for such purpose.
- Subject to prior written notification, FACILITY may reassign Personnel to a different FACILITY department, unit, facility, or to a different staff classification (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If FACILITY Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. FACILITY will provide the Personnel with additional orientation regarding the Float as necessary. If Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Personnel assignment remains the applicable reimbursement rate despite the Float. If Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Personnel continues to work in that staff classification.
- FACILITY should report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the Services provided by Personnel) if the incident may have an adverse impact on the FACILITY and/or MAXIM.
- MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify FACILITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Pursuant to Maxim policy, a conflict of interest is defined as an actual or potential conflict of interest occurs when an employee is in a position to influence a decision, may result in a personal gain for that employee, or his relative, or someone else known to the employee.



Courtney Cadenhead Business Development Manager Office: | 408.914.4895 Cell: | 520.705.6660 Email: | cocadenh@maxhealth.com

Service	Rate (per hour)
Board Certified Behavior Analyst	\$130
	0-9 BT's\$50
Volume Based Cost Savings for Behavior Technicians	
	15 + BT's \$46
	0-9 Para's\$48
Volume Based Cost Savings Paraeducators	10-14 Para's\$46
	15 + Para's \$44
	0-9 HA's\$52
Volume Based Cost Savings Health Aides	10-14 HA's\$48
	15 + HA's \$45
COVID Tracers	\$50
School Psychologist	\$130-140
Special Education Teacher	\$75-\$85
Credentialed RN	\$130-\$150
RN	\$90-\$100
LVN	\$60
Physical Therapist	\$95-\$125
Occupational Therapist	\$95-\$125
Speech & Language Pathologist	\$115 - \$145
Marriage & Family Therapist	\$85-\$95
PTA/SLPA/COTA	\$80
Audiologist	\$100 - \$110
Deaf & Hard of Hearing Teacher	\$90 - \$100
Orthopedic Impairment Teacher	\$100 - \$110
APE Teacher	\$95

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

Office of Superintendent of Schools

8.02

Date: May 31, 2022

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Subject:	VocoVision LLC DBA: Blazerworks							
Staff Analysis:	IEP at the Ocala ED progra Occupational therapist sen	runseling support to special education students/programs per m during the 2022-2023 school year. Vices for students at various sites with occupational therapy tudents' IEP. Services to include Extended School Year 2 and 2022/2023 SY.						
Recommendation:	Recommendation: Staff recommends the Board of Trustees approve the contract with VocoVision: DBA Blazerworks in the amount of \$487,620 dollars.							
Submitted by: Anthony Colonna Title: Director, Special Education Department								
Approved by: Rene	Title: Assistant Superintendent of Instructional Service							
To the Board of Trus Recommend Approx 8.02 Agenda Placement		Meeting: June 23, 2022 Regular Board Meeting Hilaria Bayer Ph.D., Superintendent						
	DISPOSITION E	Y BOARD OF TRUSTEES						
Motion by:		Seconded by:						
Approved:	Not Approved:	Tabled:						



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO:	TO: DIVISION OF BUSINESS SERVICES									CONT	RACT NO		-
FRO	M: Spe	cial Educ	cation	Dept.			(5	School/Dept.)		VEND	OR NO		
Sub	mitted by:	Anthony	Cold	on <u>na</u>		_							
1.		3: The Alur			mentary Sc	hool Dist	rict (ARUE	ESD), whose a	ddress is	2930 Gay <i>I</i>	Avenue, San Jose, C	A 95127, and	d
	Name of	Individual/0	Compa	any: Voc	Vision LI	C DB/	A Blazer	works					≟ :
	Address:	<u>P.O. Bo</u>	x 93	4411				City: Atlanta		Sta	ate: <u>GA</u> Zip: <u>3</u>	1193	=
	Phone: (_	813)	343-	2289				Email Address	billing@	blazerw	orks.com		=- =:
	SSN:						or F	Fed I.D. #: _ <u>11</u>	-36023	79			-
	Mutually agree and promise as follows:												
2.	2. CONTRACT TERM: start date <u>July 1, 2022</u> end date <u>06/30/2022July 31, 2023</u>												
3.													
					vided and o		results (e	e.g. services, r	naterials,	products a	nd/or reports). Attac	ch proposals	i.
	Occupa	ational th	erapi	st service	es studen	ts at va	rious sit	es with occi	pationa	l therapy	identified needs	per	-,
	the stu	dents' IE	P. N	Mental he	alth beha	vioral s	upport to	special ed	ucation	students	/programs per IE	P at the	
							1000	3			oth 2022 and 202		_
4.	expressed (Invoice) v	d herein, a which shall	ARUE be su	SD shall p bmitted not	ay Contrac	ctor upor 0 days fro	Contract	tor's submission of the month	on of a p	properly do	subject to the payme ocumented demand services were render	for paymen	t
	<u>X</u> a.	Fee Rate:	\$ <u>65</u>	-120/hr urs/days of	pe	r hour/da ARUESD	y of service may, but	ce as may be is not obligate	requested ed to, req	by ARUE	SD, not to exceed a aximum number of h	maximum o ours/days o	f f
		service.		•			•	J					
	b.	Other: \$_	••		(de	escribe ra	te agreem	ent)					-
_		2225											-
5.	BUDGET FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS, OFC	1
												Initials	1242
	080	6546	0	5815	00	5750	1190	000000	380	6546	\$380,520	TO TO	stort.
	080	3140	0	5815	00	5001	3140	000000	380	1801	\$107,100	CSU	Juthi

- 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



California Rate Sheet

2022 - 2023

Discipline	Hourly Bill Rate Range
Speech Language Pathologist	\$78 – 120
Physical and/or Occupational Therapist	\$78 – 120
SLPA, PTA and/or COTA	\$53 - 75
SLP - CFY	\$60 - 85
School Nurses – RN/LPN	\$43 - 95
Psychologist	\$78 - 120
Behavior Specialist	\$60 - 80
Guidance Counselor	\$60 - 80
Social Worker	\$60 - 80
Special Education Teacher	Call for Rate
Life Skills Teacher	Call for Rate
Sign Language Interpreter	\$48 - 75
Teacher of the Visually Impaired	\$66 - 95
Adaptive Physical Education Teacher	\$66 – 95
Orientation Mobility Specialist	\$66 – 95
ВСВА	\$65 - 95
Instructional Assistant / ParaEducator	\$35 - 55
Bilingual / Teletherapy SLP, OT, TVI, TDHH, etc.	Add \$5 - 15

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

8,03

Date: May 31, 2022

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

CMAS – Base GSA Contract #47QSWA18D003K (CMAS #3-18-84-0054D)

To the Superintendent of Schools:

ICU Technologies, Inc.

Subject:

	California Multiple Award Schedules (CMAS) – Base GSA contracts offer a wide variety of commodity, and information technology products and services at prices, which have been assessed to be fair, reasonable, and competitive. The use of these contracts is optional and available to public and private schools, colleges, universities, cities, counties non-profits, and all governmental entities throughout the state.							
Staff Analysis:	based on the California Tobacco Se	f vape detection devices for all District school sites ttlement Grant, the District is requesting the approval #47QSWA18D003K (CMAS #3-18-84-0054D) award-						
	The total cost for the sensors is as follows: \$126,750.00 Hardware \$67,957.50 5 year monitoring plan \$480.15 One-time setup fee \$208,845.30 Total cost							
Recommendation:	Staff recommends approving the use	e of the above mentioned piggyback contract and any lentering into contract with ICU Technologies for the ces for all District school sites.						
Prepared by: <u>Brett</u> Approved by: <u>Kolvir</u>	1/	Chief Technology Officer Assistant Superintendent, Business Services						
To the Board of Trust	ees: Meeting:	June 23, 2022 Regular Board Meeting						
8.03	Recommend Approval 8,03 Agenda Placement Hava Bauer, Ph.D., Superintendent							
	DISPOSITION BY BOA							
Approved:		ded by: Tabled:						

Request for Contracted Services

To:	BUSINE	SS OFFICE	Contract No.:		Vendor No.;	
			(School/Dept) and the Alulose, CA 95127, and the fo			
		MOU (negotiated A Exhibit B & C (Finge	greement) erprinting and TB Test)	MASTER CO Scope of Work	NTRACT PARTICIF	PATION
Note:	All Contrac	ts over \$5,000 red	quire pre-approval			
* Use	Independer	nt Contractor Agre	ement (PUR-116) for uninco	rporated individuals or	in the absent of neg	otiated agreement.
Name o	of Individua	I/Company: ICL	J Technologies, Inc.			
Addres	s: 1382	Blue Oaks Bl	vd., Ste 110	City: Roseville	State: CA	z _{ip:} <u>95678</u>
			11			
SSN:						
			pril 13, 2018			
To su	otion of serv upport th	e purchase fo	ed: (Please attach proposals, or vape detection devotent Grant and for the	vices for district-w	vide schools ba	sed on the
provision for payr	ns express ment (Invoid	sed herein, ARUE: e) which shall be	n of Contractor's provision SD shall pay Contractor, up submitted not later than 30 f such demand by ARUESI	oon Contractor's submit days from the end of	ssion of a properly on the month in which the month in which the second control of the s	documented demand
	a. Fee	Rate: \$	per	Not to Excee	d	of services.
_X	b. Othe	r: \$208,845.3	0			
Describ	e other rela	ated costs:				
BUDGE	T CODE:	060-9010-0- 000000-460-	4300-00-1110-1000- -2855	Accountant Initials	1/22	
APPRO	VALS:					
AL	UM ROCK	UNION ELEMEN	TARY SCHOOL DISTRICT	: <		
Site	e/Departme	ent Administrator:	25		Date:	re 14 2022
Dire	ector of Fis	cal Services:	1 Am	_	Date:6	114/22
Ass	st. Supt,, of	Business Service	slikel		Date: L	114/22
0		4.		State of the state	Dete	



ICU Technologies, Inc. 1382 Blue Oaks Blvd, Suite 110 Roseville, CA 95678 United States

Estimate

#2022-2048

Bill To

Alum Rock Union School District Brett Littrell 2930 Gay Avenue San Jose CA 95127 United States **TOTAL**

\$208,845.30

Date: 06/03/2022

					Date. 00/03/2022
Ship To Alum Rock I District 2930 Gay Ai San Jose CA United State	95127	Expiration 07/03/2022	Project Alum Rock Union School District : Alum Rock Union School District - 130 HALC Units with Cloud	Contract GSA # 47QS\ 1	VA18D003K
SIN	Item		Quantity	Rate	Amount
334290	HALO-2C HALO IoT Smart	Sensor	130	\$975.00	\$126,750.00
511210	HALO-CLOUD-5 5 Year Plan - Pei	YR Device, Per Year	130	\$522.75	\$67,957.50
511210	HALO-CLOUD-S One Time Setup	ETUP Fee Per Customer	1	\$480.15	\$480.15
	Subtotal				\$195,187.65
	IFF Charge			0.7556%	\$1,474.84
OLM	ICU-SHIPPING Freight to custor	ner location	1	\$300.00	\$300.00
			Subto	otal	\$196,962.49
			Tax To	otal (%)	\$11,882.81
DIR #1000064 Email Order to Payment by cr	885 o <u>orders@icu-techi</u> redit card will inclu	nc.com de a 4% processing fee		Total	\$208,845.30
Accepted By: _					
Accepted Date	:	**			









GENERAL SERVICES ADMINISTRATION FEDERAL SUPPLY SERVICE AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is: GSAAdvantage.gov. For more information on ordering from Federal Supply Schedules click on the GSA Schedules link www.gsa.gov.

MULTIPLE AWARD SCHEDULE (MAS)

PURCH PURC

CONTRACT NUMBER:

47QSWA18D003K

CONTRACT PERIOD:

April 13, 2018 - April 12, 2023

LARGE CATEGORY - SECURITY AND PROTECTION

Subcategory: Protective Equipment

SIN 334220 Surveillance Systems, Wearable Body Cameras, and Vehicular Video

Subcategory: Security Systems

SIN 334290 Security and Detection Systems

SIN 334290L Physical Access Control Systems (PACS) - Legacy

Subcategory: Security Services

SIN 541330L Security System Integration, Design, Management, and Life Cycle Support

SIN 611430ST Security Training

LARGE CATEGORY – INFORMATION TECHNOLOGY

Subcategory: IT Hardware

SIN 33411 Purchasing of new electronic equipment

Subcategory: IT SoftwareSIN 511210 Software Licenses

LARGE CATEGORY - MISCELLANOUS

Subcategory: Complimentary Special Item Numbers (SINs)

SIN ANCILLARY Ancillary Supplies and Services

SIN OLM Order-Level Materials

CONTRACTOR:

ICU Technologies, Inc.

1382 Blue Oaks Blvd., Ste 110 | Roseville, CA | 95678

Phone Number: 530-488-7200 | Fax Number: 559-892-1142 E-mail: gsasales@icu-techinc.com | www.icu-techinc.com

BUSINESS SIZE:

Veteran Owned- Small Business (VOSB)

Procurement Division 707 Third Street, 2nd Floor, MS #2-202 West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE ICU Technologies, Inc.

CMAS NUMBER:	3-18-84-0054D
SUPPLEMENT NUMBER:	1
CMAS TERM DATES:	5/09/2018 through 4/12/2023
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	June 7, 2019 (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/IT-CMAS-Terms-and-Conditions.ashx?la=en&hash=B41342080DE511121ECC253A04D62AC90CED6123)
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	47QSWA18D003K
BASE SCHEDULE HOLDER:	ICU Technologies, Inc.

This CMAS provides for the purchase, warranty, consulting, design, installation, integration, and training for surveillance systems, security and detection systems, and physical access control systems. (See page 3 for the restrictions applicable to this CMAS.)

The purpose of this supplement is to incorporate the following changes:

- 1. All of the available products and services have been added to the "Available Products and/or Services" provision.
- 2. The address, contact, phone number, and email address have been replaced in the "Issue Purchase Order To" provision.
- 3. CMAS Product and Service Codes "Brand-Flir", "Brand-Advanced Network Devices", "Brand-Panasonic", "IT Consult-System Security", "IT Consult-Seucurity Assessment", and "IT Consult-System Integration" have been added to the "CMAS Product & Service Codes" provision.

Original Signature on File

__Effective Date: 8/30/2021

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

9.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Boa	ard of Trustees:		
Subject:	Approve the Contract Ex	tension with Swing Ed	ucation for substitutes, 2021/2022 FY.
Staff Analys	iis:		
Swing Educa	tion will provide Certificate	ed and Classified Substi	tutes for the 2021/2022 fiscal year.
Recommen	dation:		
	nistration is recommendin the amount of \$20,100, fo	•	stees approve the contract increase with Swing ount of \$115,000.00.
Submitted	d by: Cesar Torrico	Title:	Assistant Superintendent, Human Resources
To the B	Board of Trustees:	Meeting:	June 23, 2022
	Recommend Approval		Regular Board Meeting
	9.01		Horner.
	Agenda Placement		Hilaria Bauer, Ph. D., Superintendent
	DIS	POSITION BY BOARD	OF TRUSTEES
Motion	by:	Secon	nded by:
Approve	ed: 「	Not Approved:	Tabled:



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. N	0			Conf	tract No.	22608	3	Cc	ontract Or	riginal Amou	nt: \$ <u>29</u>	000.00
Vendo	r Name:	Swin	g Educati	on Inc.			Ver	dor No	30026	33		
Please	check:											
	Canc Chan Increa Decre Add L Delete Add/C Add F Add T Disen Add/C	ge Itel ase Ar ease A eline No e Line Change reight ax: _ cumbe	e Prog. No.	Item No. Item No. Item No. Item No. Item No.	o.:		Change Change Change Change Change New Co (includir	Orders Order Order Order Order Order Order Order	CONTE	\$3 \$2 \$2 \$2 \$5;	9000.00 5000.00 900.00 8000.00 2 0, 1 00.0) *) 00
FD	_ Other	PY	ОВЈЕСТ	SUB-	GOAL	FCTN	COST-	LOC	PROG	\$AMOUNT	PRG. TITLE	BUS. OFC
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	0000	0		00			000000					
Origin May & chang origina order t	June 20 e order t al contra to pay in 2022 B	act for 022 in for \$3 ct with voice	\$29000.0 voices; ar 5000.00 (a second s for the reference to the reference	ny leftov Board a d chango emainde	er monie pp 10/14 e order (er of Feb	es will b 1/2021) 2/4/202 ruary, l	e returned is exhaus (22) to pay March & A	to the ted. R curren pril 20	e district equeste t invoice 22 is bei	sit monies v in July 202 ed a 10% in e received. ing request e \$29000.00	2. *Firs crease Third cl ed to go	off the hange to the
School	′Dept.∷ <u>}</u>	luma	n Resourc	es			Requeste	d by: <u>(</u>	Cesar To	orrico		
Approv	al:	0	(for Con	tracts Onl	у)	s	Assistant	Superir	itendent (of Business	Services	
		C	w ,				Program N	/lanage	r			
	-						Purchasin	g Mana	iger			
ate Re	eauested	: 6/1	4/2022	Г	ate Ente	red:			Entered	Bv:		

(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 José, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Boa	ard of Trustees:		
Subject:	Approve/Ratify Notices of E	mployment and	Changes of Status/June 23, 2022.
Staff Analys	sis:		
This item in status.	cludes recommendations such	as new hires, le	aves of absence, or other changes in employee
Recommen	dation:		
	ministration is recommending and any change of status for ex		I of Trustees approve the hiring of any new es.
Submitte	d by: Cesar Torrico Cos	Title: A	ssistant Superintendent, Human Resources
To the	Board of Trustees:	Meeting:	June 23, 2022
	Recommend Approval		Regular Board Meeting
	10.01		2 Dans
	Agenda Placement		Hilaria Bauer, Ph.D., Superintendent
			•
	DISPOSIT	TON BY BOARD	OF TRUSTEES
Motion	by:	Secor	ded by:
Approv	ved: Not A	pproved:	Tabled:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-HUMAN RESOURCES DEPARTMENT MEETING OF THE BOARD OF TRUSTEES June 23, 2022

CERTIFICATED CHANGES OF STATUS:

I.	1.	tirements: Bargas, Julia Lynch, Steven	2/McCollam Elementary 3/Linda Vista Elementary	06/10/2022 06/10/2022
II.		bbatical Leave: Fuller, Kevin	Core/Sheppard Middle School	07/01/2022-06/30/2023
III.	Per	rsonal Leave of Absence:		
		Anderson, Allison	.30 FTE Program Specialist	07/01/2022-06/30/2023
	2.	Kerr, Vanessa	Social Science/Renaissance Academy II	07/01/2022-06/30/2023
	3.	Morton, Andrea	.40 FTE RSP/Special Ed Dept.	07/01/2022-06/30/2023
	4.	Wang, Stacy	2/San Antonio Elementary	07/01/2022-06/30/2023
IV.	Cer	tificated Administrative Changes:		
	1.		Principal on Special Assignment, Academic Services	07/01/2022
	2.	Campbell, Barbara	Assistant Superintendent, Instructional Services Department	07/01/2022
	3.	Hayes-Perkins, Gloria	Principal on Special Assignment, Independent Studies	07/01/2022
	4.	Kleidon, George	Director of Human Resources	07/01/2022
	5.	Martinez, Maria	Principal on Special Assignment, Academic Services	07/01/2022

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 Tru	ustees:	Date	: June 7, 2022	
Subject:	Acceptance of Donatio	ns		
Staff Analysis:	The District has received June 23, 2022.	l donations as summa	rized on the sheet dated	
Recommendation: Staff recommends approval for acceptance of these donations.				
Approved by: Kolv	rira Chheng Title: Ass	sistant Superintendent,	Business Services	
To the Board of Tru	ustees: Me	eting: June 23, 202 Regular Boai		
Recommend App	roval	11.0		
10.02		14 Minus		
Agenda Placeme	ent	Hilaria Bauer, Ph	.D., Superintendent	
		Y		
	DISPOSITION BY B	OARD OF TRUSTEES		
Motion by:		Seconded by:		
Approved:	Not Approved		abled:	

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	EST VAL	IMATED UE	RECEIVING SCHOOL OR DEPARTMENT
Mr. & Ms. Thomas Kailath	Materials & Supplies	\$	1,500.00	Lyndale Elementary
Mr. & Ms. Arogyaswami Paulraj	Materials & Supplies	\$	125.00	Lyndale Elementary
Mr. & Ms. Gowtami Gaddam	Materials & Supplies	\$	500.00	Lyndale Elementary
Ms. Nirmala Paulraj	Materials & Supplies	\$	125.00	Lyndale Elementary
O'Neill Sea Odyssey	Materials & Supplies	\$	1,961.64	Renaissance Academy
Philanthropics Ventures Foundation	Materials & Supplies	\$	500.00	Renaissance Academy
Mr. & Ms. Rodolfo Garcia	Materials & Supplies	\$	100.00	Sheppard Middle



All Students Can Learn.....All Students Can Succeed

13901 Nordyke Drive San Jose, California 95127 (408) 928-7900 Ms. Kasturi Basu, Principal
Ms. Magdalena Grimaldo, School Secretary
FAX 408 928-7901

Used For:
rd Pianos
TIE JUN - 6
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J.

Sincerely,



All Students Can Learn....All Students Can Succeed

13901 Nordyke Drive San Jose, California 95127 (408) 928-7900 Ms. Kasturi Basu, Principal Ms. Magdalena Grimaldo, School Secretary FAX 408 928-7901

May 23, 2022	M	lav	23.	20	122
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Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donation for Board approval:

Company/Sponsor(s) Name

Amount

To be Used For:

Arogyaswami J. Paulraj

\$125.00

Keyboard Pianos

Total Amount of Donations:

\$125.00

Sincerely,



All Students Can Learn.....All Students Can Succeed

13901 Nordyke Drive San Jose, California 95127 (408) 928-7900 Ms. Kasturi Basu, Principal Ms. Magdalena Grimaldo, School Secretary FAX 408 928-7901

May	23.	2022

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donation for Board approval:

Company/Sponsor(s) Name	<u>Amount</u>	To be Used For:
Gowtami K. Gaddam	\$500.00	Keyboard Pianos

Total Amount of Donations: \$500.00

Sincerely,



All Students Can Learn....All Students Can Succeed

13901 Nordyke Drive San Jose, California 95127 (408) 928-7900 Ms. Kasturi Basu, Principal Ms. Magdalena Grimaldo, School Secretary FAX 408 928-7901

May 27, 2022

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donation for Board approval:

Company/Sponsor(s) Name

Amount

To be Used For:

Nirmala Paulraj

\$125.00

Keyboard Pianos

Total Amount of Donations:

\$125.00

Sincerely,



Renaissance Academy of Arts, Science, and Social Justice

1720 Hopkins Dr. ♦ San Jose, Ca. 95122 ♦ Phone: (408) 928-1950 ♦ Fax: (408) 928-1951

June 1st, 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

\$1961.64

Grant to Ms. Ultreras
To be used for Field
Trips, Busing and
Classroom supplies.

Total Amount of Donations: \$1961.64

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



Renaissance Academy of Arts, Science, and Social Justice

1720 Hopkins Dr. ♦ San Jose, Ca. 95122 ♦ Phone: (408) 928-1950 ♦ Fax: (408) 928-1951

May 31st, 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

Philanthropic Ventures Foundation

\$500.00

Ms. Sarah Kretovics Class, social emotion learning art supplies and group counseling activities.

Total Amount of Donations: \$500.00

Please credit account#060-9010-0-4300-00-1110-2700-000000-290-2110

We would like to thank this **Organization** for their support in providing our students' with the tools to ensure a successful academic year at the Renaissance Academy.

Sincerely,

Doug Kleinhenz - School Principa







June 2, 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.

Rosa Garcia \$ 100.00

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

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

10.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:		Date: June 8, 2022			
Subject:	Acceptance of Grants/Awards Notification				
Staff Analysis:	The District has received a grants/awards as summarized on the attached sheet dated June 23, 2022.				
Recommendation: Staff recommends acceptance of this grants/awards.					
Submitted by: Kolvira Chheng Title: Assistant Superintendent, Business Services					
6					
To the Board of Trustees: Meeting: June 23, 2022 Regular Board Meeting					
Recommend Approval					
Agenda Placement Hijatia Bauer, Ph.D., Superintendent					
0	÷				
DISPOSITION BY BOARD OF TRUSTEES					
Motion by:	Seconded by:				
Approved:	Not Approved:	Tabled:			

Alum Rock Union Elementary School District June 23, 2022 Board Meeting

GRANT/AWARD NOTIFICATIONS

PROJECT NAME	PRO.	JECT AMOUNT	FUNDING AGENCY	COMMENTS
Outdoor Equity Grants Program	\$	700,000.00	State of California - Natural Resources Agency/Dept. of Parks & Recreation and Local Services (OGALS)	Nature Pals Outdoor Project is funded by the State of CA OGALS to Russo/McEntee Academy; term 2022/2023 fiscal year.
The Magic Feather Program Mini Grant	\$	2,500.00	Ability Central Philanthropy	The Magic Feather Project is funded by Ability Central Philanthropy for Districtwide. Ability Central collaborates with community leaders to improve communication and Information access for people with Disabilities; term 2022/2023 fiscal year.



DEPARTMENT OF PARKS AND RECREATION P.O. Box 942896 • Sacramento, CA 94296-0001 (916) 653-7423

Armando Quintero, Director

May 27, 2022

Tanu Kohli Principal Alum Rock Union Elementary School District 2930 Gay Avenue San Jose, CA 95127

Re: Project Number: EX-43-001, Russo/McEntee Academy - Nature Pals Outdoor, \$700,000

Dear Tanu Kohli:

Congratulations! The Department of Parks and Recreation's Office of Grants and Local Services (OGALS) is pleased to inform you that the above grant has been selected for funding through the Outdoor Equity Grants Program! This round of applications was highly competitive, with 384 applications requesting \$167.8 million.

We look forward to working with your agency to ensure successful completion of the project. The project file will be transferred to a Grant Administration Project Officer, who will be your point of contact through the term of this project. Our Office of Grants and Local Services will contact you soon to schedule a mandatory grant administration technical assistance workshop. As a reminder, funding is not guaranteed until the grant contract is signed by your agency's authorized representative and the State of California.

If you have any questions, please contact your Competitive Review Project Officer Nicky Lambert at Nicky.Lambert@parks.ca.gov or (916) 661-1527.

The Department appreciates its partnership with local agencies to improve the health and wellness of communities by creating new outdoor program opportunities. Again, congratulations on this grant selection!

Sincerely,

Armando Quintero, Director California State Parks

cc: Project file



2022 Educational Mini-Grant Fund Agreement

4/29/2022

Susan Hamada Alum Rock School District 13901 Nordyke Drive San Jose, CA 95127

Dear Susan,

In response to your proposal submitted on 3/28/2022, <u>Ability Central Philanthropy</u> approves a donation to <u>Alum Rock School District</u> (hereinafter called "Grantee") in the amount of \$2,500 ("Grant"), subject to our receipt of this signed letter of agreement.

Conditions:

The Grant funds are to be used as described in your proposal.

Project Name ("Project"): The Magic Feather

- 1. Grantee shall expend grant funds exclusively for the Project Activities described in the proposal and in accordance with the Budget as approved by Ability Central (see Attachment).
- 2. Ability Central has verified the Grantee's public charity status under Sections 501(c)(3), 170(b)(1)(A), and 509(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Should the Grantee's public charity status change; Grantee agrees to notify Ability Central and return any unexpended funds to Ability Central.
- 3. Funds will be disbursed within two (2) weeks of receiving the signed agreement.
- 4. Grantee agrees to repay any part of the grant funds that are not used for the Project. The Grantee agrees to contact Ability Central to request permission to make any significant changes in the approved Project Budget. Any unexpended grant funds remaining at the end of the Project shall be returned to Ability Central.
- 5. Grantee shall not, under any circumstance, transfer, assign or encumber any portion of the grant. Furthermore, the Grantee agrees that the grant funds will not be expended, transferred, or used for any purpose or in any fashion that is prohibited by an applicable law of the State of California or the United States.
- 6. Grantee shall maintain accurate accounting records and retain records of receipts and disbursements related to the expenditure of grant funds and will keep such accounting records for at least one year after the end of the Project. Ability Central may, at its expense and on reasonable notice to the Grantee, inspect, audit, or copy the Grantee's records pertaining to this grant.
- 7. Grantee is responsible for a final report of grant activities and how the money was expended. Report due three (3) months from disbursement. An extension may be given by Ability Central to the Grantee upon approved request.

Ability Central Philanthropy grants@abilitycentral.org

- 8. Grantee shall acknowledge and include Ability Central's name (i) on printed and visual materials that are produced with Ability Central support and (ii) in any press releases or newspaper articles related to the Project. For press releases associated with this Grant, the Grantee agrees to use the publicity material and brand guidelines provided at <a href="https://philanthropy.abilitycentral.org/publicity-resources-and-brand-assets/brand-as
- 9. Ability Central shall have the right to publish, distribute, make available or otherwise present to the public the name of Grantee, amount of the grant and the results, outcomes or any other aspects of the Project (collectively, "Project Materials"). Publication may be made in any medium, including without limitation, in journals, tax filings and on Ability Central's website.
- 10. This Agreement and the respective rights and obligations of Ability Central and Grantee shall be construed and interpreted in accordance with the laws of the State of California.

On behalf of the Ability Central Grants Team:

Jessie Galloway
Ability Central Associate Program Officer
ACCEPTED on behalf of Alum Rock School District:
Signature:

Name (print):

10



Date: June 13, 2022

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:

districts to order against competitive bids prepared by other school districts (commonly						
referred to as "piggyback") and public agencies, provided such authority is granted by the Board of Education and the originating agency at the time of the bid preparation and award	California Public Contract Code (PCC) 20118, sections 20111 and 20112 authorizes school districts to order against competitive bids prepared by other school districts (commonly referred to as "piggyback") and public agencies, provided such authority is granted by the Board of Education and the originating agency at the time of the bid preparation and award of contract. Pursuant to the same code, these public agencies include any public corporation or agency, including any county, city, town or district.					
administrative staff time and money, and these contracts often provide lower prices than we	District staff has determined that when appropriate, piggyback contracts will save administrative staff time and money, and these contracts often provide lower prices than we would be able to obtain as a single agency. It is recommended that the Governing Board approve the adoption of piggybackable contracts, which include but are not limited to:					
 General Services Administration (GSA)/California Multiple Award Schedule (CMAS) National Association of State Procurement Officials (NASPO ValuePoint) Sourcewell (formerly NJPA) OMNIA (formerly National IPA and U.S. Communities) CalSAVE Purchasing Cooperative Contract 	 National Association of State Procurement Officials (NASPO ValuePoint) Sourcewell (formerly NJPA) OMNIA (formerly National IPA and U.S. Communities) 					
extension(s) for the purchase of equipment, materials, supplies, and services (non-	construction services) for the 2022 - 2023 school term. Piggyback proposals are available in					
Prepared by: Maria J. Martinez M. M. Title: Procurement Manager						
Approved by: Kolvira Chheng Title: Assistant Superintendent of Business Services						
	7					
To the Board of Trustees: Meeting: June 23, 2022						
Recommended Approval						
10.04						
Agenda Placement Hilaria Bauer, Ph.D., Superintendent	_					
DISPOSITION BY BOARD OF TRUSTEES						
Motion by: Seconded by:						
Approved Not Approved Tabled						

General Services Administration (GSA)/California Multiple Award Schedule (CMAS) Types of Contracts

CMAS contracts are used by public and private schools, colleges and universities, cities, counties, nonprofits, and governmental entities. The State of California establishes multiple award agreements in accordance with Public Contract Code 10290 et seq. and 12101.5. A multiple award is an award to two or more contractors for the same products and/or services at the same or similar prices. All pricing, products and/or services offered must have been previously bid and awarded on a Federal GSA schedule. Based on the GSA schedule California establishes contracts for the same products and services at equal or lower prices. Some of the contracts offered through CMAS are: ☐ IT Solutions & Electronics (IT Management Corporation, MJP Computer's) □ Commercial Floor Coverings (Mohawk) □ Transportation & Work Vehicles ☐ Janitorial, Cleaning & Chemicals Supplies □ Playground Solutions & Supplies National Association of State Procurement Officials (NASPO ValuePoint) NASPO ValuePoint contracts are used by public and private schools, colleges and universities, cities, counties, non-profits, and governmental entities. NASPO is the nation's largest public cooperative contracting organization. NASPO bids are approved by the Department of General Services (DGS) for the state of California and consistently offer better contracts at lower costs. Contracts offered through the state of California are: ☐ IT Solutions & Electronics (Hewlett Packard, CISCO Systems, Dell Products) ☐ Classroom & Office Furniture/Supplies ☐ Vehicle & Vehicle Repair Solutions ■ Maintenance & Janitorial Supplies ■ Shipping & Packing Sourcewell (formerly NJPA) ☐ Office Copiers & Equipment (Sharp Business Systems) ☐ Athletics & Playgrounds (Grainger) ☐ Furniture Solutions (KI, School Specialty) ■ Mail & Shipping Solutions (Neopost) □ School & Office Supplies (Staples) ☐ Hardware, Software & Related Technology (CDWG) OMNIA (formerly NATIONALIPA & U.S. Communites) ☐ School & Office Supplies (Office Depot, Virco, HON) ☐ Grounds Maintenance Equipment, Parts, Supplies (Toro, Caterpillar) P.E. Supplies, Equipment & Related Products (Gopher Sport, Playcraft Systems) ☐ Automotive Parts & Supplies (AutoZone) □ Data Communications & Security Products (Graybar) ☐ Maintenance, Repair, Operating Supplies (The Home Depot, HD Supply, Lowe's) □ Commercial Floor Coverings (Mohawk) ☐ Audio Visual Equipment & Accessories (B&H Foto & Electronics, Troxell) ☐ Electrical, Lighting, Data Communications & Security Products (Graybar)

CalSave Purchasing Cooperative Contract

□ Educational School Supplies (Lakeshore)

- ☐ Software (Microsoft, Adobe)
- ☐ Instructional Materials (Blick Art Materials, BIO Corporation, Pitsco Education)



General Services Administration

The General Services Administration (GSA) is an <u>independent agency of the United States</u> government established in 1949 to help manage and support the basic functioning of federal agencies. GSA supplies products and communications for U.S. government offices, provides transportation and office space to federal employees, and develops government-wide cost-minimizing policies and other management tasks.

GSA's business lines include the Federal Acquisition Service (FAS) and the Public Buildings Service (PBS), as well as several Staff Offices including the Office of Government-wide Policy, the Office of Small Business Utilization, and the Office of Mission Assurance. As part of FAS, GSA's Technology Transformation Services (TTS) helps federal agencies improve delivery of information and services to the public. Key initiatives include the Presidential Innovation Innovation Fellows program, 18F (includes login.gov and cloud.gov), FedRAMP, the USAGov platform (USA.gov, GobiernoUSA.gov), Data.gov, and Challenge.gov, the U.S. Web Design System, and I.T. Modernization Centers of Excellence.

GSA is a member of the <u>Procurement G6</u>, an informal group leading the use of <u>framework</u> agreements and <u>e-procurement</u> instruments in <u>public procurement</u>.

GSA Global Supply has dramatically expanded its product offering, with approximately 800,000 new items now available. These products are identified with part numbers instead of National Stock Numbers. Most will bear one of two standard prefixes, either FJSA for Janitorial-Sanitation (JanSan) products, or FMRA for Maintenance, Repair and Operating (MRO) supplies.

JanSan items include a wide spectrum of cleaning supplies, with the largest category made up of Non-Motorized Cleaning Equipment and Trash Receptacles. MRO includes a large number of:

- Tools:
 - Hand tools;
 - o Power tools; and
 - Tool bags.
- Hardware:
 - Electrical;
 - o Lighting;
 - o HVAC, and
 - o Pumps.
- Industrial supplies.

The new products, like all items available from GSA Global Supply, are simple requisitions and require no comparison shopping for orders, even those above the micro-purchase threshold.

MAS Information Technology

Buying through MAS Information Technology shortens procurement cycles, ensures compliance, and delivers the best value on over 7.5 million innovative IT products, services, and solutions from over 4,600 pre-vetted vendors. State, local, and tribal governments may be eligible to buy IT products and services under the Cooperative Purchasing Program.

- Do market research on eLibrary
- Buy from GSA Advantage!® online shopping and ordering system
- Buy from eBuy online Request for Quotation (RFQ) tool

What We Offer

- Special Item Numbers (SINs) including cloud, cybersecurity, ecommerce, health IT, hardware, software, and more
- Solutions including Satellite Services and Telecommunications, Wireless, and Mobility
- Free Scope Compatibility Review

California Multiple Award Schedules (CMAS)

The Basis for CMAS Agreements

The State of California establishes multiple award agreements in accordance with Public Contract Code Sections 10290 et seq. and 12101.5 (effective January 1994). A multiple award is an award to two or more contractors for the same products and/or services at the same or similar prices. Multiple award does not pertain to the number of buyers who would be ordering from the agreement, but rather the number of contractors receiving an award from a common bid process.

CMAS agreements are not established through a competitive bid process conducted by the State of California. Because of this, all pricing, products and/or services offered must have been previously bid and awarded on a Federal GSA schedule. The supplier completes a CMAS Application offering products and/or services at prices based on an existing Federal GSA multiple award schedule. This schedule is referred to as the "base" contract. Upon review and acceptance of the application, the CMAS Unit awards a CMAS agreement which includes the State of California contract terms and conditions, procurement codes, policies, and guidelines. For clarity, the CMAS Program does not "use" the GSA Authorized Federal Supply Service Schedule. Instead, we establish a totally independent California agreement for the same products and services at equal or lower prices. Once a CMAS is awarded, the Contractor markets and distributes the CMAS, and provides the CMAS Unit with quarterly reports of CMAS sales transactions.

CMAS Offer

Suppliers can offer products, services, and prices from their own Federal GSA schedule. They can also offer products, services, and prices from a Federal GSA schedule held by another company. In this case, the supplier must provide written substantiation that they are qualified to provide the consulting or personal services offered by including supporting customer references.

Suppliers can offer products, services, and prices from their own Federal GSA schedule. They can also offer products, services, and prices from a Federal GSA schedule held by another company. In this case, the supplier must provide written substantiation that they are qualified to provide the consulting or personal services offered by including supporting customer references.

CMAS Term Dates

The term of a CMAS agreement begins upon award by the CMAS Unit and expires on the same date as the referenced Federal GSA schedule.

CMAS renewals/extensions do not occur automatically when the term of the base GSA schedule is renewed or extended. It is the responsibility of the CMAS contractor to request the renewal or extension at the time the base GSA schedule is renewed or extended. (Refer to the CMAS Management & Information Guide for renewal/ extension information.)

Who Can Use CMAS Agreement?

State and local government agencies may use CMAS unless the CMAS contractor explicitly stipulates in their CMAS that it is not available to local governments. A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

CMAS Program Fees

There is no fee to apply for a CMAS. For CMAS sales to State agencies, the State agency pays DGS an administrative fee. CMAS contractors do not pay fees for sales to State agencies. Effective July 1, 2019 for CMAS sales to local government agencies, the CMAS contractor pays DGS-CMAS a 1.25% incentive fee based on the total value of all local government orders each quarter.

Effective July 1, 2019, if the CMAS contractor is a California certified small business, the administrative and incentive fees of 1.25% are waived.

What is Available?

CMAS agreements are established for both information technology and non-information technology products and services.

What is Excluded?

The following products and services are not available through the CMAS program:

Facility Planning, Medical Services, Registered Nursing, Human Resources, Security Guard Services

By CMAS policy, the services noted cannot be procured via a CMAS agreement.

Architectural, Construction, Engineering, Environmental Services

Services are not allowed on CMAS that are required by law to be performed by a licensed architect, licensed registered engineer, licensed landscape architect, construction project manager, licensed land surveyor, or environmental services as defined in Government Code 4525. One exception is that third party verification services of greenhouse gas emission reports for existing facilities and operations are available on the CMAS Program. See the State Contracting Manual, Volume I, Chapter 11 for information on Architectural and Engineering contracts. If you have questions about Architectural, Construction, Engineering, and Environmental Services, the Department of General Services (DGS), Real Estate Services Division (RESD) can be contacted at (916) 375-4700.

Financial Audits

Government Code 8546.4(e) requires prior written approval from the State Controller and the Director of Finance for state agencies entering into contracts for financial auditing services. The approval shall state the reason for the contract and shall be filed with the State Auditor at least 30 days prior to the award of the contract.

Legal Services

Contracting for legal services by state agencies is controlled by statute (GC 11040) and requires Attorney General approval prior to entering into contracts with outside counsel. Additionally, Article VII of the California Constitution requires that state legal work be performed by state employees, absent limited exceptions (Government Code 19130). There are also policy-based approval requirements for all Executive Branch agencies that control the use of private counsel.

Public Works

Public works projects involve erection, construction, alteration, repair or improvement of a public structure as defined in Public Contract Code 1101. See the State Contracting Manual, Volume I, Chapter 10 and the "CMAS Management & Information Guide" for information on Public Works projects. If you have questions about Public Works projects, the DGS Real Estate Services Division (RESD) can be contacted at (916) 375-4700.

Protests

California code does not provide for formal protest of CMAS transactions. The individual ordering agency handles informal complaints. If necessary, customers may contact the CMAS Unit for assistance.

Contact Us

CMAS Unit

Department of General Services Procurement Division

707 Third Street, Second Floor, MS 202 West Sacramento, CA 95605-2811

Phone: (916) 375-4363 Email: <u>cmas@dgs.ca.gov</u>

Website: www.dgs.ca.gv/pd/programs/leveraged/cmas.aspx

CMAS AGREEMENT SEARCH

California Multiple Award Schedules (CMAS) offers a wide variety of commodities, Information Technology (IT) products and services, and Non-IT services, at prices which have been assessed to be fair, reasonable, and competitive.

Category Guide

Building & Industrial

Furniture and Furnishings

IT Solutions & Electronics

Law Enforcement, Fire, & Security

Recreation & Apparel

Services

Travel & Transportation Solutions

Wildland Fire & Equipment

Disaster Relief

Hospitality, Cleaning, & Chemicals

Laboratory, Scientific, & Medical

Office Solutions

Security Solutions

Tools, Hardware, & Machinery

Vehicles & Watercraft

NASPO ValuePoint



NASPO ValuePoint is a cooperative purchasing program that started in 1992 in order to facilitate public procurement solicitations and agreements using a lead-state model.

NASPO is a non-profit organization dedicated to providing State Chief Procurement Officers with the support and procurement resources they need.

NASPO ValuePoint provides the highest standard of excellence in public cooperative contracting. By leveraging the leadership and expertise of all 50states and the purchasing power of their public entities. NASPO ValuePoint delivers the highest valued, reliable and competitively sourced contracts - offering public entities outstanding prices.

Since 1993 NASPO ValuePoint has been the cooperative purchasing arm of NASPO (the National Association of State Procurement Officials) encouraging, fostering and guiding the nation's most significant public contract cooperative.

NASPO is made up of the directors of the central purchasing offices of all 50 states, District of Columbia and territories of the United States. The NASPO purchasing officials provide leadership for professional public purchasing, improve the quality of purchasing and procurement, exchange information, and cooperate to attain greater efficiency and economy.

NASPO ValuePoint awards master agreements which are available to all 50 states, their political subdivisions, and other eligible entities. NASPO ValuePoint provides the highest standard of excellence in public cooperative contracting. By leveraging the leadership and expertise of all states with the purchasing power of their public entities, NASPO ValuePoint delivers best value, reliable, competitively sourced contracts that offer public entities outstanding pricing and value adds.

NASPO ValuPoint cooperative Contract Portfolios include contracts from multiple contractors, so an agency can work with the contractor that is best suited for their agency.

Sample Contract Portfolio:

Audio Video Equipment and Supplies

Auto Parts - Immediate Need Aftermarket

Auto Parts - OEM & Aftermarket

Automatic External Defibrillator (AED) & Accessories

Best Value Contracting Process

Body Armor

Child Safety Seats

Cloud Solutions

Commercial Card Services

Commercial Card Services

Computer Equipment, Peripherals & Related Services

Computer Premium Savings Package

Construction Equipment

Copiers & Managed Print Services

Data Breach & Credit Monitoring Services

Data Communications

Data Communications Products & Services

Digital Print & Quick Copy Services

Electronic Monitoring

eProcurement Solutions

Facilities MRO and Industrial Supplies



Can help save time and money by combining the buying power of 50,000 government, education, and nonprofit organizations. Simply pick the appropriate contract or supplier—we do the rest.

Sourcewell holds hundreds of <u>competitively solicited cooperative</u> <u>contracts</u> ready for use. Choose from a wide array of products and services, or work with in-house specialists to find the solution that fits your needs. We award contracts at the manufacturing level, but they can be leveraged locally to support your local dealer.

Cooperative Purchasing

Save time and money by purchasing from our ready-to-use, competitively solicited contracts.

Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Sourcewell's analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Our rigorous process is continually refined to best meet the needs of participating agencies and allows us to offer exceptional products from nationally acclaimed suppliers.

Some of our contracts Include:

- Administrative Services
- Athletics & Playgrounds
- Construction Contracting
- Constructin Equipment
- Facilities
- Fleet & Related
- Food
- Grounds & Agriculture
- Office & Technology

OMNIA Partners

Public Sector

 State Government, Local Government, Higher Education, K-12 Education, Nonprofit Organizations

Providing Local Governments Power, Access and Trust

OMNIA Partners is the cooperative purchasing organization that is driving excellence in local government procurement. Its unmatched breadth of competitively-solicited contracts from world-class suppliers streamlines the purchasing process and helps local government agencies achieve their strategic goals.

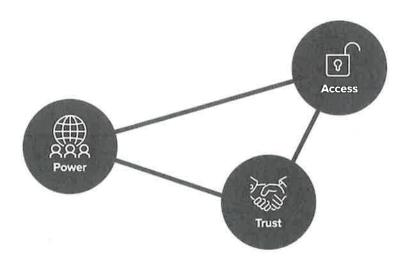
We provide local governments the power to deliver value to their organizations through access to a competitive procurement process and suppliers they can trust.

Utilizing the lead public agency contracting model local governments rely upon as best practice, OMNIA Partners brings compliance, maximum value and unparalleled efficiencies to the purchasing process.



With OMNIA Partners, government agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from OMNIA Partners have been competitively solicited by a lead public agency and meet our rigorous cooperative standards and supplier commitments. Each supplier pledges to deliver their best overall government pricing so that you can purchase with confidence.

Our programs deliver savings in time and dollars:



- No Cost to Participate: there is no cost to register, no commitments and no minimum orders.
- **Best Value:** by combining the cooperative purchasing power of 87,000 public agencies, suppliers commit to providing their highest valued programs.
- Quality Brands: we offer thousands of the best products in a wide variety of categories, services and solutions.
- Oversight by Public Purchasing Professionals: third-party audits ensure program
 pricing commitments are met while we provide ongoing program leadership and
 direction.

A Sampling of Our Suppliers





<u>Technology</u> »<u>Software</u> »<u>Supplies</u> »<u>Instructional</u> »<u>Facilities</u> »<u>Furniture</u> » Ed Resources »Athletic Equipment »

Almost all CalSave contracts are bid and awarded by the Monterey County Office of Education (MCOE), whose Superintendent of Schools is elected by the citizens of Monterey County and has authority under the California Constitution to award contracts. MCOE follows procedures under the California Public Contract Code for bidding and also invokes authorities under the California Education Code and California Government Code. Some award categories — such as books, instructional materials, and professional advice — are exempt from bidding under law. In these cases, MCOE enters into competitive negotiations before awarding contracts. Bids are piggybackable by other school districts and other government agencies on the authority of PCC 20118 and Government Code 6500 and 6502.

To bring you your favorite brands under a competitive bid, the Monterey County Office of Education (MCOE) uses innovative sourcing methods. It leverages the potential for a large demand and need for products by cooperating with purchasing cooperatives in other states. Suppliers, eager to sell into this pool of demand, respond with their best bid pricing for all participating cooperatives. However, all awards for California are made locally in California by MCOE, to ensure conformance with California law following the procedures spelled out in the state's Public Contract Code, including advertising the bid in a newspaper of general circulation in the county where the initiating agency is located.

In some cases, a single statewide bid is more advantageous because it can remove ambiguities related to ordering, shipping, and specifications. In these cases, MCOE issues a request for bids independently and will sometimes act as the lead for software licensees under master agreements.

As a result of this innovative sourcing, you'll find all of your favorite brands including Acer, Adobe, Hewlett-Packard, and Microsoft. You can access competitively bid catalog bids from CDGW and MNJ. Shop your favorite vendors, including School Specialty and SchoolDude. This website links you to a huge selection of classroom hardware, software, instructional materials, professional development resources and more, all available at lower prices through the CalSAVE program. Quality is assured as every product on this site meets content and pricing criteria specified in contract terms and conditions.

With more than 20 years of cooperative purchasing experience, CalSave has proven itself as a major channel to savings and efficiency for schools and public agencies in California and neighboring states. CalSave is sponsored by the Monterey County Office of Education. Launched in November 1999, as C-SMART, CalSave was originally funded by the California Department of Education (CDE) as one of the initiatives under the Department's Statewide Educational Technology Services (SETS) program.

Eventually, with MCOE as the lead bidding agency, CalSave became a self-sufficient and self-funded cooperative with administrative and technology support from the Epylon Corporation.

Today more than 700 school districts and public agencies use one or more of the MCOE contracts managed by CalSAVE in any given year.

2930 Gay Avenue San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Γο 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 EL Title: Assistant Superintendent of Business Services					
To the Board of Trustees: Recommend Approval Meeting: June 23, 2022 Regular Board Meeting					
10.05 HAMM					
Agenda Placement Hilaria Bauer, Ph.D., Superintendent					
DISPOSITION BY BOARD OF TRUSTEES					
Motion by: Seconded by:					
Approved: Tabled:					

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	<u>PURPOSE</u>
Academic Services Barbara Campbell	08/01/22- 06/30/23	BrainPOP	\$1,070.00	Four (4) professional development webinars to support use of the platform for English development for EL students. EL online supplemental program will include specific SEL, holidays, etc. Professional development on BrainPOP ELL across curriculum to build knowledge, support critical thinking, and assess understanding. Funding: Restricted
Academic Services Barbara Campbell	08/08/22- 10/15/22	Conscious Teaching, LLC	\$18,000.00	Four (4) workshops focusing on classroom management, brain-compatible teaching, and learning techniques. The focus of two of these workshops will be on prevention and intervention strategies that all ARUSD teachers can implement immediately to create a safer and more structured learning environments. Training may be live or virtual. Funding: Restricted
Academic Services Barbara Campbell	07/01/22- 06/30/23	Imagine Learning, LLC	\$13,000.00	Provide ARUSD with a professional development day along with a webinar for up to 40 educators including 8 sessions delivered virtually. Funding: Restricted

Academic Services Jacqueline Montejano	07/01/22- 06/30/23	Resource Area for Teaching (RAFT)	\$64,800.00	ARUSD will partner with RAFT to provide districtwide teacher training, STEAM activities and kits, and support/host our annual STEAM showcase. In addition, RAFT will support ARUSD with developing teacher, student, and family centered Marketspace opportunities. Service will be offered virtually or in person. Funding: Restricted
Academic Services Barbara Campbell	07/01/22-06/30/24	Westat	No Cost	Multi-year Service Contract: Westat, an independent research organization, is conducting an evaluation of the VILS program. The study will provide Verizon with program impact and improvement information on the effects of providing middle school students at Hubbard Academy with access to mobile technology in preparing them with 21st century skills. Funding: N/A
Maintenance Ed Villarreal	06/24/22- 06/30/22	Bosco Construction Services	\$4,600.00	Repair asphalt by band room, library and kinder playground at Cureton Elementary School. Funding: Restricted
Maintenance Ed Villarreal	07/01/22- 06/30/23	Cintas Corporation	\$26,666.66	Addendum No. 1 for the lease/maintenance of work appropriate uniforms and shirts, along with uniform exchanges. Reference original contract C206078. Funding: Various
Maintenance Ed Villarreal	06/24/22- 06/30/22	General Tree Service	\$13,450.00	Provide emergency tree removal in kinder area at Kipp Heartwood Academy. Funding: Restricted

Maintenance Ed Villarreal	07/01/22- 06/30/23	Precision Concrete Cutting	\$84,000.00	Assess concrete/asphalt trip hazards and eliminate by cutting and leveling access areas districtwide. Funding: Restricted
Maintenance Ed Villarreal	07/01/22- 06/30/24	RFC Wireless, Inc.	\$90,624.00	Digital two-way radio communications and services for all departments. Radio equipment and airtime includes removal and installation of all mobile and base stations. Contract cost is \$45,312.00 per year. Funding: Restricted
Maintenance Ed Villarreal	07/01/22- 06/30/25	Service Station System	\$20,670.00	Multi-year Service Contract: Service fuel dispenser and environmental testing of District fuel pumps. Pricing includes testing material, labor and administration costs. Contract cost is \$6,890.00 per year. Funding: Restricted
Maintenance Ed Villarreal	07/09/21- 06/30/22	United Mechanical, Inc.	\$9,000.00	Contract Extension: CO 226032, Board approved July 8th, 2021. Original contract amount: \$20,000.00 New contract amount: \$29,000.00 The increase of \$9,000.00 is for additional service provided to the District freezer. Funding: Restricted

Transportation Ed Villarreal	07/01/22- 06/30/25	Frog Environmental, Inc.	\$9,600.00	Multi-year Service Contract: Provide basic monitoring and storm water pollution compliant with environmental law. Includes site visits, site diagrams, all necessary documentation and BMP tables. Contract cost is \$3,200.00 per year. Funding: General
Technologies Brett Littrell	07/01/22- 06/30/25	Quicklaunch, LLC	\$66,460.00	Multi-year Service Contract: Provide software and remote services for single sign-on Districtwide. This system will improve user experience, increase security, reduce workloads for managing user accounts, and add consistency with user creation, login, and deletions. Contract cost is \$22,280.00 per year. Funding: General.
Academic Services Rene Sanchez	08/01/22- 06/30/25	RealOptions Obria Medical Clinics	No Cost	Provide 6 th grade students with skills establishing healthy relationships and strengthening personal character qualities. There will be 10 sessions totaling 500 minutes in class and approximately four 15-minute home assignments. Funding: N/A
Business Services Kolvira Chheng	07/01/22- 06/30/23	STLR Corp DBA: Ryland School Business Consulting	\$49,000.00 NTE	Provide general financial planning and business services as needed; assist with business office assistance, training, budget develop; year-end closing; fiscal viability; analyze long-term cash flow schedules; and presentation to the Board. Funding: General

Student Services Norma Flores	07/01/21- 06/30/22	Lozano Smith, LLP.	Contract Extension: CO 226005, Board approved June 10, 2021. Original contract amount: \$10,000.00 New contract amount: \$22,000.00 The increase of \$12,000.00 was due to an increase in legal consultations needed for the 2021-2022 SY. Funding: General
Human Resources Cesar Torrico	07/01/22- 06/30/23	Swing Education	Provide access to the Swing Education platform and services which allows the District to post and manage requests for substitute teachers and substitute classified staff based on District requests. Swing Education will assign qualified substitutes. Funding: General
Business Services Kolvira Chheng	06/24/22- 09/30/22	Advanced Inspections, Inc.	Provide DSA Inspection Services for the Shade Structure projects at seven (7) school sites: San Antonio Elementary, Aptitud, Adelante II, Renaissance I, Renaissance II, Sheppard, and George Middle Schools. Funding: Various
Superintendent's Office Dr. Hilaria Bauer	07/01/22- 06/30/23	Jess Serna	Professional coaching services and lead bargaining unit negotiator. Professional coaching for both Assistant Superintendent of Human Resources and Director of Human Resources. Lead bargaining negotiation for all units. Funding: General



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT ("AGREEMENT")

TO: DIVISION OF BUSINESS SERVICES							CON	ITRACT NO	O. _:				
FRO	OM: Academic Services omitted by: Barbara Campbell					(S	School/Dept.)		VEN	DOR NO.	16605		
Subr	nitted by: _	Barl	oar	a Camp	bell								
	PARTIES: the following				nentary Sc	hool Dist	rict (ARUE	SD), whose a	ddress is	2930 Gay	Avenue, S	San Jose, C	A 95127, and
	Name of Ir	idividual/C	ompa	ny: BrainPe	OP LLC ("C	Contractor	r")						
	Address: 7	71 W 23 rd \$	St, 17	h Floor				City: New Yor	k	s	State: NY_	Zip: 10	010
	Phone: (_212) 574-6000 marthak@brainpop.com					E	Email Address	:					
						or F	ed I.D. #: 27	-2550283					
	Mutually a	gree and	prom	ise as follo	ws:								
2.	CONTRAC	T TERM:	start	date Augus	t 1, 2022_				end date J	lune 30, 2	023		
	CONTRAC			ATION: In	considerati	on of the	compens	ation, the Co	ntractor s	hall provid	le the follo	wing service	es, materials,
	A. Descrip	tion of se	rvices	to be provimentation i			results (e	.g. services, r	materials,	products	and/or rep	orts). Attac	ch proposals
	Desfersion			/f				f to our	iii ad Caalis	h dayala	amont for	El student	. El aslina
								form to supp					
;	supplemen	tal prograi	m incl	udes specif	ic topics of	f SEL, ho	olidays, etc	c. Professiona	ıl develop	ment on E	BrainPOP E	ELL across	curriculum to
١	build knowl	edge, sup	port c	ritical thinkir	ng, and ass	ess unde	erstanding.	The four train	nings will I	oe virtual			
							- No.						
si (COMPENS	ATION:	n cor	sideration	of Contract	or's prov	ision of se	ervices as des	scribed al	oove, and	subject to	the payme	nt provisions
(expressed (Invoice) w	herein, A	RUES be sub	SD shall pa mitted not l	ay Contractater than 30	tor upon Odavs fro	Contract	or's submissi of the month	on of a in which t	properly of the contract	documente t services	d demand were render	for payment ed, and upon
				y ARUESD									,
	a. F	ee Rate:	s		per	hour/day	y of service	e as may be	requested	by ARU	ESD, not t	o exceed a	maximum of
	-	ervice.	_ hou	rs/days of s	services.	ARUESD	may, but	is not obligat	ed to, req	uest the r	maximum ı	number of h	ours/days of
	X b.Oth	er: \$			(de	scribe rat	te agreem	ent) 1,070					
	BUDGET C	ODE:											
	FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AM	IOUNT	BUS. OFC Initials
	060	4203	0	5815	00	4760	1000	000000	305	1521	\$1,0	70.00	

- 6. **TERMINATION:** This contract may be terminated by ARUESD or Contractor at their 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

BrainPOP

Issued By

Martha Ketsdever

Email

marthak@brainpop.com

Phone

212,574.6025

Account Name

Alum Rock Union Elementary School District

Created Date

4/26/2022

Bill To Name

Alum Rock Union Elementary School District

Quote Number

00039625

Bill To

2930 GAY AVE

SAN JOSE, CA 95127

USA

Please Note: If the person listed above is not the primary contact for your subscription, please let us know.

Product Name	Quantity	Product Description	Discount	Sales Price	Subtotal
1-Hour Virtual BrainPOP Training	2.00	Learn how to use BrainPOP across the curriculum to build knowledge, support critical and creative thinking, and assess understanding. This training will be led by a member of the professional learning team.	0.00%	USD 535.00	USD 1,070.00
1-Hour Virtual BrainPOP Training	2.00	Learn how to use BrainPOP across the curriculum to build knowledge, support critical and creative thinking, and assess understanding. This training will be led by a member of the professional learning team.	100.00%	USD 535.00	USD 1,070.00

Subtotal USD 2,140.00
Discount 50.00%
Grand Total USD 1,070.00

I accept the purchase of the items included herein. I understand that I will be invoiced for this order.

*Please include any applicable tax exemption certificates for the school/district along with your order.

Quote valid for 90 days. All amounts listed are in USD. This subscription is governed by the Terms of Use and Privacy Policy posted on www.brainpop.com, as amended from time to time. By accepting this quote, you agree to these terms. Changes/modifications to the terms must be approved and signed by an authorized representative of BrainPOP. Terms and conditions submitted with any Purchase Order shall not apply to this subscription.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO:	DIVISIO	N OF BUSINESS SEF	RVICES			CONTRACT NO.	·	-
FRC	м: <u>Inst</u>	ructional Service	ces	(Sc	chool/Dept.)	VENDOR NO	18549	- 6
PRC	GRAM M	ANAGER: Barbara	a Campbell/S. Ga	arcia				
1.		: The Alum Rock Unio	on Elementary School Dis	strict (ARUES	SD), whose address is :	2930 Gay Avenue, Sa	an Jose, CA 95127, ar	ıd
	Name of I	ndividual/Company: _	Conscious Tead	ching, LL	С	2.		_
	Address:	21 Crest Rd		c	ity: Fairfax	State: CA	z _{ip:} <u>94930</u>	_
	Phone: (800) 667-606	2	Ei	mail Address: grace	@conscioustea	aching.com	_
	SSN:			or Fe	ed I.D. #:			_
	-	agree and promise a						
2.	CONTRA	CT TERM: start date	August 8, 2022		end date_	<u>October 15, 20</u>	22	
	products,	and/or reports:	N: In consideration of the	·			2	
	A. Descr exhibi	iption of services to bits and other document	e provided and expecte tation if necessary:	d results (e.g	g. services, materials,	products and/or repor	rts). Attach proposal	S,
	Four w	vorkshops focu	sing on classroo	m manag	gement and bra	in-compatible	teaching and	
	interve	ention strategie	The focus of two s that all ARUSE tured learning er) teacher	s can implemen	nt immediately	to create a	- -
	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)						nt	
į		Fee Rate: \$hours/da service.	per hour/d ys of services. ARUES	lay of service D may, but i	e as may be requested s not obligated to, requ	by ARUESD, not to uest the maximum nu	exceed a maximum of imber of hours/days of	of of
	X b.	Other: \$18,000	(describe i	rate agreeme	_{nt)} \$4500 per w	orkshop. No ad	dd'I expenses.	- 2
		060 6010	0 5815 00 1110	1000 00	00000 360 1386	ASES		= ₹
5. I	BUDGET	CODE: 060-62	66-0-5815-00	-1110-1	L000-000000-	305-7395 Ed	ducator Eff	ective-
	FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC	ness
					\$4500	ASES		4
l		1			\$13500	Educator Effe.		_

- 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.
- 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



Grace Dearborn
Executive Director
grace@consciousteaching.com

Conscious Teaching, LLC | 21 Crest Rd, Fairfax CA 94930 | 1-800-667-6062 | wwww.consciousteaching.com

Professional Development Proposal for

Alum Rock School District

3/21/22

Work to Be Performed:

Conscious Teaching's Grace Dearborn will facilitate four professional development trainings for the **Alum Rock School District** in San Jose CA in August & October 2022. These trainings will focus on motivating and managing all learners, especially those that struggle the most to pay attention and participate appropriately during class. See details of each training below.

Date & Time of Proposed Workshops:

Monday August 8th, 2022	8:30am-12:30pm	Classroom Management
Tuesday August 9th, 2022	8:30am-12:30am	Active Engagement
Friday October 14th, 2022	8:30pm-12:30pm	Trauma-Informed Instruction
Saturday October 15th, 2022	8:30am-12:30am	Student Participation

Proposed Cost:

\$18,000 flat (\$4500 per workshop). Flat rate includes all related travel expenses.

Handouts:

Handouts will be sent in advance via email and will need to be printed, copied, and ready to distribute on each day of training.

Pavment:

Alum Rock School District will be invoiced by Conscious Teaching for services rendered within 4 weeks of the completion of the work **Alum Rock School District** will process payment to Conscious Teaching within 4 weeks of receiving the invoice.

Contract:

Formal contracts are optional and not required by Conscious Teaching in order to render services. Alum Rock School District may, if they so desire, create and send Conscious Teaching a contract to sign prior to the workshop date. Contract will specify details of payment, contact information for both parties, and any legal considerations or policies Conscious Teaching should be aware of, as it pertains to completing the specified work. Conscious Teaching will submit all requested signatures and documents needed to complete the contract within 14 business days of receiving the contract.

Cancellation Policy:

Alum Rock School District understands that a workshop must be cancelled at least 21 days prior to the scheduled work date in order to incur no cancellation penalty. Workshops cancelled fewer than 21 days prior to the workshop date will incur a cancellation penalty in the amount of 10% of the agreed upon fee. Workshops cancelled fewer than 7 days prior to the workshop date will incur a cancellation penalty in the amount of 20% of the agreed upon fee. There is no penalty for a cancelled workshop if it is rescheduled, swapped out for a webinar, or cancelled due to a local or global crisis.

Workshop Titles & Descriptions:

Conscious Classroom Management: Bringing Out the Best in Students and Teachers is an interactive workshop that addresses common behavioral issues teachers struggle with in the classroom. The training will give beginning and veteran K-12 educators practical, hands-on strategies for successfully managing student behaviors in the classroom. Both prevention and intervention strategies will be presented. All participants, regardless of experience or student population, will leave with multiple strategies they can implement immediately. In this training participants will learn how to:

- Reduce arguing/defiance by responding to students' needs vs students' misbehavior
- Teach procedures that will maximize student attention and reduce wasted time
- Hold ground with students in a way that invites cooperation instead of confrontation
- Use consequences to teach personal responsibility and deescalate confrontations
- Combine positive assumptions and concrete techniques to create a safe, structured, and nurturing learning environment where all students get their needs met

The Engaged Brain: Engaging & Motivating Reluctant Learners is an interactive workshop that addresses the common issues that arise when working with undermotivated students who seem to have the hardest time paying attention and getting work done. The training will give beginning and veteran K-12 teachers dozens of practical "brain-based" strategies that they can use to help get struggling students of varying abilities and learning styles involved and motivated, and help them retain more. In this training participants will learn how to:

- Get and maintain the attention of all students
- Break up direct instruction and increase retention of key information and concepts
- Actively engage students regardless of special needs or language barriers
- Differentiate instruction to support the learning of all students
- Use current research in neuroscience to make strategic instructional decisions

Teaching with Trauma in Mind Design: Fostering Resilience with Students & Teachers is an interactive workshop that addresses how trauma negatively impacts student behavior and what teachers can do about it. Participants will leave with multiple easy-to-implement techniques that can be used to quickly help kids build their resiliency and lower their learning stress. Learn how to strike the balance between supporting kids who are emotionally overwhelmed while still holding them accountable for appropriate

behavior and academic progress. Finally, participants will explore how working with challenging kids leads to vicarious trauma for teachers and the myriad practical things that can be done to "refill our own cups" and alleviate feelings of compassion fatigue. In this training participants will learn:

- How trauma negatively effects brain development & what teachers can do about it
- Techniques for building resilient student-teacher relationships
- Structures for creating calm, predictable community-based learning environments
- How to use safe, assertive non-verbal communication & discipline techniques
- Mindfulness strategies for teaching self-regulation to students
- How "vicarious trauma" affects teachers and ways to combat "compassion fatigue"

Participation by Design: Increasing Rigor & Participation in Any Learning Environment is an interactive workshop that addresses the common issues that arise when students actively or passively resist participating in whole class, partner, and group work. In this training K-12 teachers will learn multiple ways to put any learner gently, but firmly, on the hook for participating in class discussions, without confrontation or humiliation. In addition, simple yet effective strategies will be presented on how to increase effort and participation in partner work, as well as multiple ways to restructure collaborative group work and/or centers to make them more rigorous and equitable. In this training participants will learn how to:

- Increase student volunteers during whole class discussions and Q&A
- Call on students randomly to participate, with potentially humiliating them
- Restructure group work and/or centers to make them more effective
- Pair students together in simple and creative ways for partner work
- Hold student accountable for equitable peer-sharing during partner work

Grace Dearborn Executive Director

Conscious Teaching, LLC

grace@consciousteaching.com

signature of school/district representative

printed name of school/district representative

today's date



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO	_DIVISIO	N OF BUSINESS SEF	RVICES			CONTRACT N	O
FR	ом: Аса	demic Services	S	(Sc	nool/Dept.)	VENDOR NO.	
PR	OGRAM MA	ANAGER: Barbara	Campbell				
1.		: The Alum Rock Unic ing named Contractor:		strict (ARUES	D), whose address	is 2930 Gay Avenue, S	San Jose, CA 95127, and
	Name of I	ndividual/Company: _	Imagine Learnin	ng LLC			
	Address:	8860 E. Chap	arral Rd. Suite 1	00 Cit	y: Scottsdale	State: <u>AZ</u>	Z zip: 85250
	Phone: (877 ₎ 725-425	7 x1037	En	nail Address: jorda	an.wolf@imagir	nelearning.com
	SSN:			or Fe	45-1 d I.D. #:	565841	
		agree and promise a					
2,	CONTRA	CT TERM: start date	July 1, 2022		end date	June 30, 2023	
3.		CTOR'S OBLIGATION and/or reports:	N: In consideration of the	he compensat	ion, the Contractor	shall provide the follo	wing services, materials,
	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:						orts). Attach proposals,
	Imagine Learning LLC will provide ARUSD with a Professional Development webinar for						
	up to 4 onsite.	0 educators in	cluding 8 sessio	ns delive	ed virtually a	nd Professiona	l Development
4.	expressed (Invoice) w	herein, ARUESD sh hich shall be submitte	nall pay Contractor upo	on Contractor is from the en	's submission of a d of the month in w	properly documente	the payment provisions d demand for payment ices were rendered, and
	a. l	Fee Rate: \$hours/da	per hour/d ys of services. ARUES	lay of service D may, but is	as may be requesi not obligated to, r	ted by ARUESD, not the decision and the decision and the maximum and the decision and the d	o exceed a maximum of number of hours/days of
	<u>X</u> b. (Other: \$ 13,000.0	0 (describe	rate agreemer	nt)		
	Budge	t Code: 060-62	66-0-5815-00 - 1	110-1000	-000000-305	-7395 Educator	Effectiveness
5.	BUDGET				T		
	FUND	DEPARTMENT	PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC

- 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.



8860 E. Chaparral Rd Suite 100 Scottsdale, AZ 85250 877-725-4257 x1037

Date:

Price Quote

Date Quote No.

4/11/2022 258147

Acct. No.

03:al:CA:12214897

Total

\$13,000.00

Pricing Expires 8/31/2022

Alum Rock Union Elementary School Dist 2930 Gay Ave San Jose CA 95127

Contract Start	Contract End
7/1/2022	6/30/2023
	The second secon

Site	Description	Comment	End Date	Qty
1. Alur	n Rock Union Elementary School Dist			
	Professional Development Comprehensive Webinar Package - Imagine Learning - up to 40 educators.		06/30/2023	1
	Package includes 8 sessions of customer's choice delivered virtually.			
	Professional Development Onsite Day		06/30/2023	2

Subtotal

\$13,000.00

Total

\$13,000.00

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 Un	ion Elementary School Dist	Imagine Learning Representative
Signature:		Jordan Wolf
Print Name:		jordan.wolf@imaginelearning.com 972-822-9909
Title [.]		312-022-3303

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.



INDEPENDENT CONTRACTOR AGREEMENT

TO:	DIVISION OF BUSINESS SERVICES			CONTRACT NO	D	
FRO	M: Academic Services	(Sch	ool/Dept.)	VENDOR NO.	13054	
PRO	GRAM MANAGER: Jacqueline Montejano					
	PARTIES: The Alum Rock Union Elementary School Distr the following named Contractor:	rict (ARUESE	O), whose address is	2930 Gay Avenue, S	an Jose, CA 95127, and	
	Name of Individual/Company: Resource Area for	or Teachi	ing (RAFT)			
	Address: 1355 Ridder Park Drive	City	r: San Jose	State: CA	Zip: 95131	
	Phone: (408) 451-1420	Em	ail Address; cdave	nport@raft.ne	t	
	SSN:	or Fed	d I.D. #:			
	Mutually agree and promise as follows:					
2.	CONTRACT TERM: start date July 1, 2022		end date_	lune 30, 2023		
	CONTRACTOR'S OBLIGATION: In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:					
	 Description of services to be provided and expected exhibits and other documentation if necessary: 	results (e.g.	services, materials,	products and/or repo	orts). Attach proposals,	
ARUSD will partner with RAFT to provide district-wide teacher training, STEAM activ					EAM activities	
9	and kits, and support/host our annual S ARUSD with developing teacher, stude Services will be offered virtually or in p	STEAM s	showcase. In a family centered			
(COMPENSATION: In consideration of Contractor's provexpressed herein, ARUESD shall pay Contractor upon (Invoice) which shall be submitted not later than 30 days upon approval of such demand by ARUESD as follows: (C	Contractor's	s submission of a p d of the month in whi	properly documented	d demand for payment	
	a. Fee Rate: \$per hour/dayhours/days of services. ARUESD service.	y of service may, but is	as may be requested not obligated to, req	I by ARUESD, not to uest the maximum r	exceed a maximum of number of hours/days of	
_	X b. Other: \$64,800 (describe ra	te agreemen	t)			
	Budget code: 060 4127 0 5815 00 111	0 1000 0	00000 360 41	27 Title IV		
5. <u>I</u>	BUDGET CODE:					
-	FUND DEPARTMENT PROG/COUNTER	OBJECT	\$ AMOUNT	PROG. TITLE	BUS OFC	
ŀ						
100						

- 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.
- 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.



Inspiring Joy through hands-on learning

Enrich*Engage*Empower*Excite

Alum Rock Union School District 2930 Gay Avenue San Jose, CA 95127

STEAM Hands-on Support/Building Teacher Capacity Scope of Work

RAFT is excited to offer support options for Alum Rock's STEAM learning initiatives. Looking ahead, we believe we can expand educator capacity, engage students and families and continue to build a robust STEAM learning community. Many of the supports listed below serve the dual purpose of strengthening SEL learning through hands-on collaborative engagement and bringing STEAM learning to life.

Below is a proposal of scope of work for STEAM support with the following intended goals:

- Increase student, parent and community engagement with hands-on STEAM with a focus on independent study students
- Ensure instructional and programmatic depth in STEAM
- Expand teacher capacity with hands-on learning

Summary of Services and Costs - Scope of WOrk

Service	Cost	
Indepe	ondent Study: Virtual Maker Events: One event per grade cluster (TK-1, 2-5, and 6-8) in Fall '22/Spring '23 (three total); \$300 per one hour event, including RAFT presenter and event recording; Makerspace in a Box (\$4/each) x 50 per grade cluster (150 kits total); includes taxes, shipping and handling.	\$1,200
Educato	or Professional Play Workshops: District-wide professional workshops for educators in STEAM design challenges using RAFT materials;	\$4,000

\$49,200
7 15,255
\$4,000
1, 7, 1, 1
\$6,400
\$64,800

Request for Contracted Services

To: BUSINESS OFFICE	Contract No.:		Vendor No.: 2	2533
Academic Services (Schaddress is 2930 Gay Avenue, San Jose,	nool/Dept) and the Alum CA 95127, and the folio			
MOU (negotiated Agreer Exhibit B & C (Fingerprint	•	MASTER CONT		ATION
Note: All Contracts over \$5,000 require	pre-approval.			
* Use Independent Contractor Agreemen	nt (PUR-116) for unincorp	orated individuals or in t	he absent of neg	otiated agreement.
Name of Individual/Company: Westat				
Address: 1600 Research Blvd		City: Rockville	_ State: MD_	Zip: 20850
Phone: (512)750-0428	E			
SSN:				
CONTRACT TERM: start dates July				
CONTRACTOR'S OBLIGATION: Description of services to be provided: (For Westat, an independent resease program. The study will provided on the effects of providing mides mobile technology in provisions expressed herein, ARUESD storn payment (Invoice) which shall be submitted where rendered, and upon approval of successions.	le Verizon with produce school student reparing them Contractor's provision of hall pay Contractor, upon itted not later than 30 d	gram impact and in sat Hubbard Mido with 21st cent f services as described in Contractor's submission ays from the end of the	raluation of the mprovement the School wing tury skil above, and subprise of a properly demonth in which the state of the	information th access to ls. ject to the payment ocumented demand
a. Fee Rate: \$	•			of services.
x b. Other: \$Zero cost to				
Describe other related costs:				
BUDGET CODE: 010-0000-0-58		O- Accountant Initials		
000000-305-7	221	Accountant Initials		
APPROVALS:				
ALUM ROCK UNION ELEMENTAR' Site/Department Administrator:	AND .	JR.5	Date:	06 / 2022
Director of Fiscal Services: Asst. Supt., of Business Services:				
Superintendent:			Date:	

Westat – Alum Rock Cohort 7 Extension Years Research Memorandum of Understanding

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Westat and Alum Rock to cooperate in the evaluation of the Verizon Innovative Learning Program (VILS) in Alum Rock.

Purpose

Westat, an independent research organization, is conducting an evaluation of the VILS program. The study will provide Verizon with program impact and improvement information. Specifically Verizon seeks to understand how providing middle school students' access to mobile technology affects both teachers and students in preparing students with 21st century skills.

Data Collection

As a district participating in the cohort 7 extension years of the Verizon Innovative Learning School program, [District] agrees to participate fully in the following types of data collection:

- Teacher and student surveys—Spring 2023 and Spring 2024; 80% response rates required
- Interviews with principals, coaches, and teachers Fall 2022 (postponed from Spring 2022),
 Spring 2023, and Spring 2024
- Site visit (if COVID allows) to include three classroom observations, interviews of six teachers (observed teachers and 3 others), interviews with coach and principal, a focus group with parents, and a focus group with students. The site visit would be a substitute for one of the interview periods above.
- Interview with district leader (i.e. superintendent)—Spring 2024

Research Point of Contact

Alum Rock will appoint a district-level research point of contact for research implementation and data collection and a liaison at each school that will assist with specific evaluation activities (i.e., obtaining teacher and student rosters, obtaining parental consents, administering teacher and student surveys, scheduling telephone interviews in Year 3 and 4). The POC will be responsible for supporting all data collection activities and for keeping Westat informed of any critical changes at schools—e.g., changes in principals, coaches, new academic programs introduced, etc. The POC should be an individual who is well-versed in how research is conducted within their District and within the participating schools. This includes understanding what review processes need to be undertaken, e.g. IRB reviews, and what forms of consent need to be administered to research participants. The POC should have the time and authority to ensure that all activities are coordinated and completed in a timely manner. If this individual does not have this authority, then a process should be put in place where District administration are able to escalate concerns within the schools and Districts, as needed. Key responsibilities include:

- Work with Westat to obtain District approval for data collection (if required), identify type of parental consent that is needed for the data collection (if needed), and obtain parental consent.
- Work with Westat to coordinate data requests and facilitate activities at the school level.
- Provide Westat with teacher rosters in Fall 2022 (for interview sampling) and teacher and student rosters in each Spring of 2023 and 2024 (see Appendix for details).
- Work with the school-based liaisons to coordinate survey administration.
- Follow up with the school-based liaisons in cases where students and teachers do not respond promptly to the surveys to ensure coverage of at least 80% of the populations at each school.
- Work with the school-based liaisons to schedule all telephone interviews and the site visit (if COVID allows)—Fall 2022, Spring 2023, and 2024.

Confidentiality

Westat will comply with the provisions of privacy law including the Family Educational Right to Privacy Act (FERPA) 20 USC 1232g. Westat will not use student and teacher data gathered during this research for any purpose other than the evaluation of the VILS program. Access to data will be limited only to Westat researchers on the VILS study team.

Data Security

Westat will securely store and maintain all personally identifiable data collected as part of this evaluation. All data transmissions will be provided through a secure FTP site. All personally identifiable data will be destroyed at the end of the program.

Reporting

Westat will report all results to Verizon. Through the VILS Dashboard, your districts will be able to access survey findings at the Cohort level, district level, and school level for schools in your district.

No teachers or students will be identified in any report.

District Representatives	Westat Representative
Superintendent	Joy & Freehtlery
Signature	Signature
Superintendent	Vice President
Title	Title
	6/8/22
Date	Date

Project Lead
ADAA.
Signature
EdTech Administrator
Title
06/09/22
Date
Research Point of Contact
S
Signature
EdTech Administrator
Title
06/09/22
Date

Appendix: Data Specification List

- 1. Participating schools and grade levels
 - a. Grade levels: 6-8
 - b. School names:
- Roster Data Rosters of teachers will be requested for interview sampling in Fall 2022, and rosters
 of teachers and students will be requested before survey administration in each Spring 2023 and
 2024
 - a. Teacher Rosters
 - i. Teacher ID number
 - ii. First Name
 - iii. Last Name
 - iv. School
 - v. Teacher email address
 - vi. Subjects taught
 - vii. Grade levels taught
 - viii. Survey consent (if required)
 - b. Student Rosters
 - i. Student ID number
 - ii. First Name
 - iii. Last Name
 - iv. Grade level
 - v. School
 - vi. Homeroom or classroom teacher (i.e., for distribution of survey links and for survey administration)

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

Date: June 08, 2022

Summary:

Bosco Construction Services, Inc. will provide service in asphalt repairs by band room and library due to safety concerns at Cureton Elementary School. In addition, they will repair asphalt at Kinder Playground, which is beginning to fail.

Recommendation:

Staff recommends that the Board of Trustees approve the contract with Bosco Construction Services, Inc. in the amount of \$4,600.00.

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO:	DIVISION	OF BUS	INESS SERVIO	CES			CONTRACT NO:				
FROM:	Maintenar	ice, Ope	rations & Trai	sportation	(M.O.T.)						
INDIVI	DUAL/CO	MPANY	NAME: Bo	sco Constr	uction Serv	ices, Inc.	VENDO	R NO:	22784		
ADDRI	ESS: 1177	North	15 th Street, Sa	ın Jose, CA	95112		FAX NU	MBER:			
TELEP	HONE NU	MBER:	(408) 642-831	0							
TAX IE	NUMBER	: 27-30	48630						. 21		
BOARI	D APPROV	AL DA	TE: June	23, 2022			E-Mail: pc@b	oscoco.c	om; pm@bo	oscoco.com	
CONTI	RACT TER	RM: Fro	om June 24,	2022 – June	30, 2022						
			GATION: s, and/ or repo		ation of th	e compens	sation, the Co	ntractor s	shall provid	le the following	
	 A. One-line description for the Governing Board report: Repairs Asphalt by Band Room, Library, and Kinder Playground at Cureton Elementary School. B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). 										
BUDGI	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	\$4,600.00	
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		am Ma	nager/Princip	al	W.			0ate: ate:	/1/22	• · · · · · · · · · · · · · · · · · · ·	
	Fiscal	Appro	val I la	ic L	leust		D	ate:	0/9/20	nn_	
	Ac	countant	iscal Services	X. B	se Collis	for E	Around D	ate: 6	19/22	_	
	Asst S	Supt, Bı	ıs Services	L	ol	5	D	ate:	19/2.	_	
provision for payn	Asst Supt, Bus Services Date: 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 ervices were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)										
(4	m	aximum	s sofnumber of ho	ho	urs/days of	rvice as ma services. A	y be requested ARUESD may,	by ARUI but is no	ESD, not to t obligated t	exceed a co, request the	
-	b. Fl	at Rate:	\$	to be the	total paymer	nt to the Cor	ntractor including	g travel and	l/or other exp	enses.	
-	b. Flat Rate: \$ to be the total payment to the Contractor including travel and/or other expenses. X c. Other: \$4.600.00 (NTE) FY: 2021 - 2022										

Bosco

PAINTING. CONSTRUCTION AND FACILITY MAINTENANCE



ATTENTION: Arturo Vazquez

PROJECT: CUERTON ASPHALT REPAIRS

CUSTOMER: ALUM ROCK UNIFIED SCHOOL DISTRICT

ESTIMATE: B801

DATE: 05-25-22

Location: 720 E Hills Dr, San Jose, CA 95133

BOSCO CONSTRUCTION SERVICES, INC., WILL PROVIDE ALL MATERIALS AND LABOR REQUIRED AS PER THE SCOPE OF WORK FOR THE ABOVE MENTIONED PROJECT. THIS WORK WILL BE PERFORMED IN A PROFESSIONAL MANNER ACCORDING TO INDUSTRY STANDARDS.

DESCRIPTION:

- Remove soil, approximately 402 square feet, 9" in depth
- Flare edges with soil
- · Off haul soil
- Install 1 asphalt and ADA walkway

TOTAL PRICE: \$4,600.00

INCLUSIONS:

-ASPHALT PREVAILING WAGE RATE FOR SANTA CLARA COUNTY.

EXCLUSIONS:

- -PERMIT OR INSPECTION FEES.
- -Unforeseen work/work not listed above in description.
- -Engineering.

RESPONSIBILITIES OF CUSTOMER:

- -PROVIDE ACCESS TO ALL AREAS THAT REQUIRE INSTALL.
- -REMIT PAYMENT UPON RECEIVING THE INVOICE.

MARCOS MORA

PROJECT MANAGER

BOSCO CONSTRUCTION SERVICES, INC.

CELL 408-396-3870

05-25-2022

SIGN:

DATE: 5/26/22



To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operations & Transportation

Re: Contract Approval, Cintas Corporation, 2022-2023

Date: June 10, 2022

Summary:

The District seeks to lease uniforms shirts for the Maintenance, Operations & Transportation, (M.O.T.) and Warehouse staff to help maintain a high professional standard. These shirts will provide safety measures due to their highly visible and distinguishable school district logo for easy staff recognition.

Recommendation:

Staff recommends that the Board of Trustees approve the Contact with Cintas Corporation in the amount of \$26,666.66 for the fiscal year 2022-2023

PUR - 122

Request for Contracted Services

To:	BUSINE	SS OFFICE	Contract No.:		Vendor No.: 0	22558
addro	oo is 2020	Gay Avanua, San	_ (School/Dept) and the Alu Jose, CA 95127, and the fo	m Rock Union Elen	nentary School Distri	ict (ARUESD), whose
addre	SS IS 2930	Gay Avenue, San	305e, CA 93127, and the lo			
		MOU (negotiated Exhibit B & C (Fing	Agreement) perprinting and TB Test)	MASTER C	CONTRACT PARTICIA rk/Proposal	PATION
Note:	All Contra	cts over \$5,000 re	quire pre-approval.			
* Use	e Independe	ent Contractor Agr	eement (PUR-116) for uninco	rporated individuals o	or in the absent of neg	gotiated agreement.
Name	of Individu	al/Company: Cir	ntas Corporation			
Addre	ess: 904 l	Holloway Roa	d	City: Gilroy	State: CA	_ z _{ip:} 95020
Phone	e: (408)	852-4138		Email:		
SSN:				Fed I.D. #:		
			luly 1, 2022			
Leas for to comprovis	se/Maint he follow PENSATION ions expres	enance of wo ring departme N: In considerati sed herein, ARUE	rk appropriate unifornents: Maintenance and on of Contractor's provision ESD shall pay Contractor, up a submitted not later than 30 of such demand by ARUESI	of services as descon Contractor's subridays from the end of	cribed above, and substitution of a properly of the month in which	d Warehouse. bject to the payment
	a. Fee	Rate: \$	per	Not to Exce	ed	of services.
Х	b. Oth	er: \$26,666.6	6			
		-				
		010-0000-0-5815-00-	0000-8100-000000-450-8120 \$11.6	16.36		
BUDG	ET CODE:	010-0000-0-5815-00-	0000-7200-000000-733-7370 \$ 2,3 1110-3600-000000-470-3270 \$8.20	1.05 Accountant Initia	als	
		050-8150-0-5815-00-	0000-8100-000000-450-8130 \$4,45.	Accountant Initia	als	
APPR	OVALS:					
A	LUM ROCK	UNION ELEME	NTARY SCHOOL DISTRICT	: /-		, 1
Si	ite/Departm	ent Administrator	Win	1/	Date:6	110/22
D	irector of Fi	scal Services:	8/1	. 6	Date:	13/22
A	sst. Supt., c	of Business Service	es: Kal	>	Date:/	13/22
S	unerintende	ent.			Date:	

ADDENDUM NO.1 FOR THE LEASE/MAINTENANCE OF WORK APPROPRIATE UNIFORMS AND SHIRTS, ALONG WITH UNIFORM EXCHANGES. EXTEND CONTRACT C206078

AGREEMENT

This Agreement is entered into by and between the Alum Rock Union Elementary School District, hereinafter referred to as "District", and

Cintas Corporation

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 shall be extended for an additional one (1) year from July 1, 2022 through June 30, 2023. All indemnification provisions contained in the original Agreement shall survive beyond the expiration of the Agreement.

II WORK

Vendor shall provide the supplies and items as prescribed and required by the General Condition, Instructions to Bidders, Specifications, Notice to Bidders, Bid Proposal Form, Vendor Requirement 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.

III TERMINATION

This Agreement may be terminated by the District upon thirty - (30) days' written notice to Vendor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

IV COMPENSATION

Vendor shall be compensated for the performance of its obligations (\$26,666.66) under this Agreement as specified in the executed Vendor Documents, incorporated herein by reference.

V METHOD OF PAYMENT

Vendor will be paid upon receipt and acceptance of materials and supplies specified by in the original bid documents. For prompt payment, billing must be accurate in all details, and invoice must be submitted weekly to Accounts Payable, Alum Rock Union Elementary School District, 2930 Gay Ave. San Jose, CA. 95127.

VI CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the Notice to Bidders, Bid Proposal Form, Instructions to Bidders, General Conditions, Vendor Requirements, 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.

VII EXECUTION OF CONTRACT

Issuance of purchase order shall evidence the contractual agreement between the bidder/s and the District for subsequent years.

VIII ENTIRE AGREEMENT

This Agreement and the originally signed contract terms constitute the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Vendor, by execution of the Agreement, acknowledges Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

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 WWW How	Signature
Name Ellas Lizabla	Name Hilaria Bauer, Ph.D.
Title SERVICE MANAGER	Title Superintendent
Date 4/10 / 2022	Date
Company NameCintas Corporation	V V



FACILITIES SOLUTIONS AGREEMENT

Location No. 630

Contract No. 210608029

Customer No. 16668395

Main Corporate Code → New CC 13218

				Da	ate6/01/20)22
Customer/P	articipating Agency _	Alum Rock Union School Di	istrict	Pho	one	
Address_2	930 Gay Ave.		City_ San	Jose	State CA	Zip <u>95127</u> -232
UNIFORM F	PRODUCT RENTAL	PRICING:				
Item #		Description			Un	it Price
X651581		Knit Shirt/Polyester			\$0	305
X275		Performance Polo			\$0	.335
X912		Coveralls			\$0	.345
X002		Uniform Advatage				.051
		<u> </u>				
Name EmCustomerCOD TerrAutomatic	\$1.60 \$1.6	ea • Embroideryper week charge for prior service: Item	m \$ <u>\$2.65</u> \$ e (if Amount Due is Car	<u>5 </u> ea <u> e</u> a ried to Following V	√eek) \$	Ea.
	Lost Replacement Charge	e: Item 5\$75,00per delivery.	% of Invento	ory	\$	Ea.
premium Seasonal Under no Artwork Ci Payment Size Chan of \$_ Other	Sleeve Change Scircumstances will the Cor harge for Logo Mat Scircums 2 ge: Customer agrees to h	(i.e., non-standard, non-stocked unusus \$5.156 per garment. per garment. per garment. papany accept textiles bearing free liquid Which is the per garment of the per garment of the per garment will be assessed.	d. Shop towels may not	be used to clean	up oil or solven es". A charge	t spills.
	ERVICES PRODUCT				T	T
	em#	Description		Rental Freq.	Inventory	Unit Price
X	2160	Shop Towels		W	Any	\$0.07
	nitial and check box if reconstruction if reconstruction in the control of the co	ease. All Garments will be cleaned by siving Linen Service. Company will take siving direct embroidery. If service is deason, or terminates this agreement for nents at the time they are removed from CUSTOMER: Please Sign Name Please Print Name Please Print Title	e periodic physical inver iscontinued for any emp r any reason or fails to r	loyee or Custome enew this agreem	r deletes any o ent, Customer	f the garments
			ed. villa	ccea la	ansd.	050

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

Date: June 08, 2022

Summary:

General Tree Service will provide emergency tree removal in Kinder Area at KIPP Heartwood Academy, where the roots have damaged the neighbor's plumbing.

Recommendation:

Staff recommends that the Board of Trustees approve the contract with General Tree Service for \$13,450.00.

Rev. 12/15 **PUR-107**

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO:	DIVISIO	ON OF BU	SINESS	SERVICES			CONTRACT NO:					-
FROM:	Mainten	ance, Op	erations	& Transpor	rtation (M	.O.T.)						
INDIVID	UAL/CO	MPANY	NAME:	General Tre	e Service			VENDOF	R NO: 3	00360		
ADDRES	SS: 1358	Hacienda	Court, C	ampbell, CA	95008			FAX NUI	MBER:			
TELEPH	ONE NU	MBER (4	08) 489-	5671								
TAX ID I	NUMBE	R:						E-Mail: jesse.fernandez19@yahoo.com				
BOARD	APPRO	VAL DAT	re: Jur	ie 23, 2022								
CONTRA	ACT TE	RM: From	n: June	24. 2022 – Ju	me 30, 202	2						
CONTRA products,			GATION	: In conside	eration of t	he compen	sation, the	e Contractor	shall pro	vide the fo	ollowing services	s, materials,
	Не	artwood A	Academ	y-							ler Area at Kip	
				vices to be pr nibit and othe				g. services, m	aterials,	products at	nd/or reports). A	nach Scope
BUDGET	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	\$13,450.00	
		Progran	Manag	er/Principal	1	=2	2	1,	Date: _	616	122	
		Superint						/	Date: _		12022	
		Fiscal A		May	aN	-lang		en 1	Date: _	6/9/	12022	
		Account Director		I Services	Z,G	rech	a for	Roblis	Date: _	6/9/	22	
		Asst Sup	ot, Bus S	ervices	Ko	e_	\leq		Date: _	1/9/	2~	
expressed which sha	herein, A	RUESD:	shall pay later tha	Contractor	upon Conti on the end	actor's sub of the mor	mission o	f a properly of	locument	ted demand	payment provisi d for payment (F dered, and upon	orm B-210)
		ee Rate: Sof_ hours/days		hours/day	our/day of servic	service as . es. ARUE	may be ree SD may, l	quested by Albut is not obli	RUESD, gated to,	not to exce request th	eed a maximum e maximum num	ber of
	b. F	lat Rate:	\$		to be the to	otal payme	nt to the C	Contractor inc	luding tr	avel and/o	r other expenses.	
	<u>X</u> c. O	ther: <u>\$13</u>	.450.00	NTE) FY 20	021-2022							

5/24/22, 2:08 PM

General Tree Service Jesse Fernandez 1358 Hacienda Court Campbell, Ca 95008 408-489-5671 QUOTE

ARUSD Kipp Elementary San Jose Quote #

0000349

Quote Date

05/24/2022

ltem	Description	Unit Price	Quantity	Amount
	12 Ash to be removed along the fenciine due to the lifting of the neighbors driveway and damage to the sewer and gas line. All the stumps will be ground along with the chain link fence removal.	11500.00	1.00	11,500.00
	1 Ash pruning	1950.00	1.00	1,950.00
	I will also come back and stump grind the roots that will ${\sf Id}$	be exposed when	the concrete	is
		be exposed when	the concrete	13,450.00
			the concrete	
NOTES: remove		Subtotal	the concrete	13,450.00

5/27/22

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 - Precision Concrete Cutting, 2022-2023

Date:

June 8, 2022

Summary:

The District is required to assess and address trip hazards at our sites to ensure the safety of all students, staff and visitors. After meeting and discussing with Precision Concrete Cutting, MOT has determined that their services would meet the needs found at various school sites within our District. They will provide a comprehensive assessment of our schools' grounds and work to make our school free of all safety trip hazards.

Recommendation:

Staff recommends that the Board of Trustees approve the Contact for Precision Concrete cutting in the amount of \$84,000.00 for fiscal year 2022-2023

PUR-107 Rev. 12/15

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO:	DIVISION	OF BU	SINESS SER	I	CONTRACT NO:					
FROM:	Maintenand	ce, Oper	ations & Tran	sportation (M.O.T.)					
INDIVI	DUAL/CON	<i>I</i> PANY	NAME: Prec	ision Conc	rete Cuttin	ıg		VENDOR	NO: 3003	808
ADDRE	SS: 417 F	larrisor	Street, Oakl	and, CA 94	1607			FAX NUI	MBER:	
TELEPI	HONE NUM	1BER: (916) 607-044	7						
TAŘ ID	NUMBER	;						E Maile b	jimison@pc	onorgal com
BOARI	APPROV	AL DA	TE: June 23,	2022				E-IVIAII. II	Jimisom <u>a</u> ;pe	unotean.com
CONTR	RACT TER	M: Fro	m July 01, 202	22 – June 30	0, 2023					
CONTR services,	RACTOR'S materials, p	OBLI products	GATION: I , and/ or repor	n considera ts:	ation of th	e compens	sation, the Co	ntractor s	shall provid	de the following
	cuttin B. Full de	g and le	eveling access	areas disti	rict-wide. ed and expo	ected result	concrete/asphats (e.g. services			eliminate by and/or reports).
BUDGE	T CODE:	Scope (n work, propo	Sais Camon	and other p	po				
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
			Aanager/Princi	pal	<i>F</i>]	'n	Date:	6/8	/22	
	Su Est	perinten	roval <u>Va</u>	.i. 1	1001	~ -		610	horr	
	r is Di	scal App <i>Accountant</i> rector of	Fiscal Service	W. W.	Ze Culh	For	Erron Date:	1/01	22	
			Bus Services _	Ko	l	5	Date:	6/9/	122	
expressed which sha	NSATION: I herein, ARU	In consid JESD sha ed not la	eration of Contract	or, upon Cor s from the en	ntractor's sub d of the mor	mission of a	ibed above, and a properly document the contract services.	nented dem	iand for payi	provisions ment (Form B-210) d upon approval of
	a. Fee R of hours/	days of s	pe hours/da ervice.	r hour/day of ys of service	Service as n s. ARUESD	nay be reque may, but is	ested by ARUES not obligated to	D, not to e	xceed a max ne maximum	imum number of
	b. Flat R	ate: \$	to be t	he total payn	nent to the C	ontractor in	cluding travel ar	d/or other	expenses.	
	X c. Other:	\$84.000	0.00 NTE (\$27.	14 per inch-f	oot) Fiscal Y	'ear: <u>2022 -</u>	2023			1



Date: 6/2/2022

ALUM ROCK UNION ELEMENTARY DISTRICT AND PRECISION CONCRETE CUTTING (PCC)

OVERVIEW

Uneven sidewalks caused by ground settling and tree roots cause a potential hazard to students, staff and parents. Displaced sidewalks cause problems for public entities in the form of trip and fall liability exposure.

BACKGROUND INFORMATION ON PRECISION CONCRETE CUTTING

PCC has been assessing and repairing sidewalks since 1990. The company performs work throughout the United States and with dozens of cities in California.

PCC is the leader in sidewalk asset management. We specialize in assessing sidewalk infrastructure and repairing uneven sidewalks. Our unique saw-cutting method for correcting off-set sidewalk panels leaves behind ADA compliant results for a fraction of the cost of new concrete. Our clients benefit from detailed GIS maps that allow them to create a GIS database to cost effectively manage their sidewalk infrastructure.

ASSESSMENT SERVICES

PCC technicians will walk every panel in the project area and visually assess potential tripping hazards and damage. PCC will provide a GIS compatible report that list each location identified including a photo, exact location, off-set height and square foot amount for replacement locations.

PROPRIETARY MOBILE PHONE SOFTWARE

PCC has developed proprietary mobile software useable across multiple platforms (Android, iPhone, iPad, Smart Phone, etc.)

- Provides GPS Coordinates Integrates with GIS systems
- Mapping Provides detailed location data plotted with Google Maps
- Detailed Reporting Provides specific and detailed data on measurements for every trip hazard
- Addresses The software gives the address and longitude / latitude of each trip hazard location
- · Additional Data Records other data, e.g. spalling, cracks, replacements or other data you need
- Sidewalk Asset Management PCC offers complete sidewalk asset management

PROPRIETARY AND PATENTED REPAIR METHOD

To Date, PCC has been awarded 6 patents by the US Patent and Trademark Office on our trip hazard removal equipment and process. The following is each patent description and number where they can be reviewed on the US Patent office web site — www.uspto.gov

- 6,827,074 Hub and blade combination patent
- 6.896,604 Dust hood patent
- 7,000,606 Cutting apparatus and broadening patent
- 7.143,760 Method patent
- 7,201,644 Variations and broadening patent
- 7,402,095 Extended methods patent





PROPOSAL DETAILS

Billing Units: Services are billed in "Inch Feet". An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut. Example: A sidewalk off-set on a 4-foot wide sidewalk that consists of a 0.5" rise on one side, and tapers down to a zero rise on the other is calculated as follows:

$$\frac{0.5" + 0"}{2}$$
 x 4ft = 1 inch-foot

Unit Price for sidewalk shaving: \$27.14 per inch-foot.

LIMITATIONS

PCC removes only those trip hazards specifically requested or approved by customers, and therefore makes no guarantee or representation that areas are free of trip hazards after the work is completed. It is our customers' responsibility to provide proper access and PCC assumes no liability for trip hazards that cannot be repaired due to parked vehicles or other obstacles preventing safe and practical access. In such cases, PCC returns once to attempt completion of repairs that could not be completed the first time. Additionally, it is recognized that after completion of the work, the concrete trip hazards may and frequently do continue to move naturally over time due to roots, water, freezing, pipes, and other natural or man-made causes. PCC is not responsible for movement or changes in the sidewalk and is not liable for any related claims, losses, damages or liabilities thereto pertaining.

Precision Concrete Cutting is committed to providing the highest quality service to our customers. Should you have any questions or comments, please do not hesitate to contact us.

PCC Representative:

Heather Jimison





Ed Villarreal Jr.

Director MOT Alum Rock Union Elementary School District 2930 Gay Ave. San Jose, CA 95127

Due to the nature of our business and our patented equipment and methods, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark office.

Precision Concrete Cutting is the only company authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Pat. No. 6,827,074

U.S. Pat. No. 6,896,604

U.S. Pat. No. 7,000,606

U.S. Pat. No. 7,143,760

U.S. Pat. No. 7,201,644

U.S. Pat. No. 7,402,095

U.S. Pat. No. 9,759,559

If you have any questions or comments please feel free to give me a call.

Kind Regards,

Aaron Ollivier, CEO

Precision Concrete Cutting 3191 N. Canyon Rd

Provo, Utah 84604

(801) 373-6060







ALUM ROCK Union Elementary School District

2930 Gay Avenue, San José, CA 95127

Phone: 408-928-6800

Fax: 408-928-6416

To:

Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal – Director of Maintenance, Operations, and Transportation

Re:

Contract approval- RFC Wireless, Inc.

Date: June 7, 2022

Summary: RFC Wireless, Inc. is a communication service provider for Bus Radios, Dispatch bases, EOC radios, and backup radios. RFC Wireless is the best fit to provide the District with essential two-way radio communication services.

Recommendation: Staff recommends the Board of trustees approve the contract with RFC in the amount of \$45,312.00 for FY 2022-2023.



INDEPENDENT CONTRACTOR AGREEMENT

: DIVISIO	OF BUSI	NESS	SERVICES	3					CONT	RACT NO.	
ОМ:	Maint	enan	ce Dept			(S	chool/Dept.)		VEND	OR NO. <u>017842</u>	
bmitted by:	Ed Villa	areal	-Director								
	: The Alurr ing named			mentary Sch	nool Distri	ict (ARUE	SD), whose ad	ldress is 2	2930 Gay <i>I</i>	Avenue, San Jose, CA	95127, and
Name of	Individual/C	ompa	ny: <u>RFC</u>	WIRELE	SS, INC	2					
Address:	829 C	orpor	ate Way				city: <u>Fremo</u>	ont	Sta	ate: <u>CA</u> Zip: <u>9</u>	4539
Phone: (_	925)	244	-1853			E	mail Address:	cmcar	thur@rfc	wireless.com	
	agree and										
					2		ei	nd date	June 3	0, 2024	
A. Descrexhibi	and/or reprintion of sets and other	orts: ervices rvice	to be proumentation	vided and e if necessary Digital twee include	expected ': 'o way s remove	results (e	g. services, mmunication	naterials, ns and : of all mo	products a	the following services and/or reports). Attach for all departments base stations.	proposals,
(Invoice) approval	which shall of such der	be sul nand b	omitted not by ARUESE	later than 30 as follows:	0 days fro Check 6	om the end either a, b,	of the month i , or c)	n which tr	ie contract	ocumented demand f services were rendere	o, and upon
a.	Fee Rate:	\$	rs/days of	services.	hour/day	y of service may, but	e as may be is not obligate	requested ed to, req	by ARUE uest the m	SD, not to exceed a reasimum number of he	naximum of ours/days of
	service.		, 950								
b.	Other: \$_	45.	312.00	(de	scribe ra	te agreem	ent) <u>per ye</u>	ar for tw	/o(2) yea	irs.	
BUDGET	CODE:			,	r						BUS OFC
FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	FOC	PROG	\$AMOUNT	Initials
010											1
	0000	0	5815	00	0000	8200	000000	450	8121	45,312.00 P/Y	J. Versie

- 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.
- 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.



RFC Wireless On-Going Services and Support:

- Portable Radio and Accessories Repair and Maintenance
 - Warranty repairs (\$20 + shipping charge for preparing paperwork and shipping to Manufacturer)
 - Free Estimates for out-of-warranty repairs
 - Rental Radios are available to minimize your downtime
- Repeater Repair and Maintenance
 - Preventative Maintenance checks for your repeater and radios
 - Repeater repairs are top priority
 - Rental repeaters are available to minimize your downtime
- Field Service
 - On-site services (programming, moves, vehicle installations, etc.)
 - System analysis to improve coverage due to growth, etc.
 - Emergency diagnosis of system problems
- FCC Licensing
 - Coordination of paperwork and monitoring and selection of Frequencies
 - Working with the FCC to ensure that your licenses do not expire
- Service Maintenance Contracts or Time and Material Billing
 - Yearly Service Maintenance Contracts are available and are quoted based upon your specific system and requirements
 - or -
 - All Services, Radio Repairs and On-Site Support can be or billed as needed on a time and material basis
- SmartPTT Support
 - On-site and phone support for troubleshooting of SmartPTT available at our current hourly rates



RFC WIRELESS, INC.

Phone: 925-244-1853 829 Corporate Way Fremont, CA 94539

QUOTE

DATE	QUOTE#
4/28/2022	9014

BILL TO:

Alum Rock Union Elementary School Dist. ATTN: ACCOUNTS PAYABLE 2930 Gay Ave San Jose, CA 95127-2398

DESCRIPTION	QTY	COST	TOTAL
CONTACT: GLORIA FERNANDEZ July 1 2022 THROUGH June 30, 2023 - DIGITAL RADIO SYSTEM FOR ALL DEPARTMENTS - ANNUAL AGREEMENT AND RENEWAL UP TO THREE (3) YEARS EDUCATION PACKAGE (BUNDLED RENTAL PACKAGE) - RADIO EQUIPMENT (MOTOROLA MOTOTRBO DIGITAL/ANALOG UNITS) AND AIRTIME - INCLUDES REMOVAL AND INSTALLATION OF ALL MOBILE UNITS AND BASE STATIONS. IF A RADIO GOES DOWN, WE WILL REPLACE IT WITHIN 24 HOURS RADIO RENTAL AND AIRTIME - CUSTOMER RESPONSIBLE FOR LOST, STOLEN OR DAMAGED RADIOS 128 RADIOS @ \$29.50/MONTH = \$3776.00/MONTH FOR 12 MONTHS = \$45,312.00 ANNUALLY Note: Warranty includes batteries Buses = 42 + 2 on 6-12-2017 for = 44 Base Stations = 3 Portable Radios = 13 School Portable Radios = 63 199/2021 - Added 4 Mobile Radios and 1 Base Station = 5	12	3,776.00	45,312.00
THIS QUOTE IS GOOD FOR 30 DAYS	Subtota	ıl	\$45,312.00
	Sales T	ax (9.25%)	\$0.00
	Total		\$45,312.00

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

K

Re:

Contract Approval- Service Station Systems

Date:

Jane 8, 2022

Summary:

Service Station Systems is a knowledgeable cost-effective and reputable company that provides the district with essential functions to maintain an operable fueling system for district vehicles. Services provided include monitoring inspection of fuel pumps, air quality testing, documentation of results, and submission of results to the inspecting agency. In addition, they also meet with inspectors and complete monitoring certification with inspectors, and document all certification results. Service Station Systems also provides annual training for ARUSD staff and new hires.

Recommendation:

Staff recommends the Board approve the contract with the Service Station System for \$6,890.00 for FY 2022-2023 so that the district fueling system complies with state regulations.

PUR-107 Rev. 12/15



INDEPENDENT CONTRACTOR AGREEMENT

TO:	DIVISIO	ON OF BUS	INESS	SERVICE	s					CONT	RACT NO	D. _[-
FRC	M:	Trans	porta	aion			(8	School/Dept.)		VEND	OR NO.	13322		_
Subi	mitted by	Ed V	illarre	al- Direc	tor									
1.		S: The Alun wing named			mentary Sc	hool Dist	rict (ARUE	ESD), whose a	ddress is 2	2930 Gay <i>I</i>	Avenue, S	San Jose, C	A 95127, an	d
	Name of	Individual/0	Compa	any: S	ervice Sta	ation Sy	rstem, Ir	nc.						
	Address	680	Quin	n Avenue				City: <u>San J</u>	ose .	Sta	ate: <u>C/</u>	<u>A.</u> Zip: <u></u>	95112	-
	Phone: (408	971	-2445				Email Address	briana(@service	statiosy	stems.co	om	-,-
	SSN: _						or	Fed I.D. #:						-
				ilse as folio										
2.	CONTRA	ACT TERM:	start	dateJt	ıly 1, 202	2			nd date	June 30). 2025			_
3.		ACTOR'S C		ΑΠΟΝ : In	considerat	ion of the	e compens	sation, the Cor	ntractor sh	nall provide	the follo	wing servic	es, materials	3,
	exhit	oits and other	er doc	umentation	if necessar	y:		e.g. services, r						
	Serv	rice Fuel	Dispe	enser and	Environi	mental	i esting.	Multy year	contrac	t turee (o) years			_
	Pricir	ng include	es: te	sting mat	erials, lat	oor and	adminis	stration cost	s					-
					0									
	expresse (Invoice) approval	which shall of such der	ARUE be su nand l	SD shall p bmitted not by ARUESI	eay Contract later than 3 as follows	ctor upor 0 days fro : (Check	orn the en- either a, b	ervices as des tor's submissi d of the month o, or c) ce as may be t is not obligat	on of a pin which the	oroperly de ne contract	services	d demand were render to exceed a	for paymer red, and upo	nt n
		service.	noi	urs/days or	services.	ARUESL	illay, bui	i is flot obligat	au to, req	dest the m	id Airi di ii	nambor or	nodioradyo (
	X b.	Other: \$	\$6.89	90.00 PY	(de	escribe ra	ite agreen	nent) <u>Three</u>	(3) yea	rs contra	ict total	of \$20,67	70.00	-
5,	BUDGET	CODE:												-
	FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	roc	PROG	\$AI	MOUNT	BUS. OFC Initials	1
	050	8150	0	5815	00	0000	8100	000000	450	8130	\$6,	890.00	NND	Now

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



Service Station Systems, Inc.

680 Quinn Ave

San Jose, CA 95112

(408) 971-2445

04/15/22

QUOTATION

QUOTE:

100906

EXPIRE DATE: 7/31/2022

To:

Alum Rock School District

2930 Gay Ave San Jose, Ca

Attn:

Gloria Fernandez

Subject:

2022 - Compliance Testing - Alum Rock School District

Site:

2930 Gay Ave San Jose, Ca

Project:

Complete annual DO Inspections (includes 12 DO inspections in 1

calendar year)

Complete annual monitoring certification Complete annual air quality testing

Prevailing Wages Applies

DETAILED SCOPE OF WORK

Monthly DO Inspections (Per Visit: \$275.00)

Travel to/from site, review all site documentation and complete D.O. Inspections

New Hire and Annual Employee training are provided during the Monthly inspections and any special trips for Training would be at T & M Complete agency submittals as applicable and all administrative costs

Annual Monitoring Certification Confirm scheduling with inspection Travel to site & set up safe working area Meet with inspector and complete full monitoring certification with inspector Document all monitoring certification results Travel from site and complete QA/QC of all test results Submit test results to inspecting agency Submit test results to customer for documentation Pricing includes: testing materials, labor, administration costs

Annual Air Quality Inspections Confirm scheduling with inspection Travel to site & set up safe working area Complete air quality testing (as required) Document all air quality testing results Travel from site and complete QA/QC of all test results Submit test results to inspecting agency Submit test results to customer for documentation Pricing includes: testing materials, labor, administration costs

EXCLUSIONS

Assumes DO Inspections cover 12 inspections done in 1 calendar year, if required for more, will be out of scope at T&M.

Repairs will be made on a Time & Materials rate of \$145.00 per hour plus 20% mark-up on Parts. We will attempt to make any repairs necessary on the date of the test in order to eliminate a return trip

Disposal of any Waste Material's generated during testing would be the customer's responsibility

No Drum on site for hazardous disposal, drum will be provided by SSS at additional cost of \$50.00 per site

Excludes any repairs/replacement of any equipment.

Excludes any core value charge for parts and installation items that are provided by SSS, all charges will be responsibility of the customer

Product lines have been fully purged and dispensers are in full manual operation

Assumes tanks are below grade for gravity drop of fuel (if required for fuel transfers)

Excludes any repairs to any other equipment or parts except as listed above

SSS will not be responsible for site lost revenue for any reason

All work to be performed during regular and routine business hours

Any work performed after-hours for any reason will be charged premium rates

EXCLUDES cost and acquisition of permits - service avail at Time & Materials

Terms and conditions of the permit may significantly alter work scope and pricing

Removal or disposal of contaminated materials

EXCLUDES Site Image (decals, advertising signs, lighting, etc.)

Excludes Cold Start and Monitoring certification if needed

Any hardware/software issues with pre-existing equipment will be billed at T&M

Return trips needed due to network being offline / network issues will be billed at T&M

Any return trips needed due to equipment not on site or missing will be billed at T&M

Any communication cabling over 7 feet that is not provided by the customer

Dispenser communication cabling

SSS not responsible for back office software and equipment as well as customer PLU files are correct and communicate correctly with the

new equipment

Excludes drum for hanging hardware disposal (assumes on is on site)

Subject to 3% processing fee for all credit card payments

MATERIAL

Misc. safety equipment (barricade tape, safety gloves, absorbent rags, etc.)

Misc. test equipment (nitrogen, drop tube testers, etc.)

PRICING

Item Number	Item Description	Quantity	Extended Price
DO FEE	Designated Operator Inspection	12	\$3,300.00
TESTCLEANAIR	Clean Air Separator Test	1	\$1,550.00
TESTMONCERT	Monitor Certification	1	\$2,040.00

Payment Terms

no deposit in lieu of approval. Payment due at completion of each test/visit NET10. Lien notices will be filed for jobs over \$5,000.00. Lien releases will be issued only upon final payment. Sales tax is estimated. Sales tax for applicable items will be added to the final invoice.

Total	\$6,890.00

nitial	2	of	2

Terms and Conditions Service Station Systems, Inc. QUOTATION

DATE:

04/15/22

QUOTE:

100906

QUOTATION TERMS & CONDITIONS

DATE: 4/15/2022

QUOTE #: 100906

THIS QUOTE VALID FOR 60 DAYS FROM DATE OF QUOTATION.

- Quote Good for 60 Days. Prices used in the Quotation are based upon current prices, work performed during normal business hours, upon the
 condition that the Quotation will be accepted within 60 days, and that work will commence pursuant to the Quotation within 30 days of acceptance. If
 the Quotation is not accepted within 60 days, or if work has not commenced within 30 days of acceptance, the Quotation is subject to being rebid to
 adjust for new pricing. Premium rates will apply to all work done outside of normal business hours regardless of cause. Any typographical errors are
 subject to correction without penalty to Service Station Systems, Inc. (SSS). All applicable sales, use and any other local tax will be added to SSS
 invoices. In the event of a conflict between the Quotation Terms & Conditions and any other document, the Quotation Terms & Conditions shall control.
- 2. Payment Schedule. All Contract payments will be COD unless provided otherwise by existing credit terms agreed to by SSS. Customer will pay any deposit required as indicated in the Quotation with the balance due upon completion of the work (or in installments or progress payments as described in the Quotation). Payment of any additional work is due per the terms and conditions of an executed change order which is made a part of the project. In the event any payment is not made as specified, SSS may at its option declare the entire balance owing immediately due and payable in full, and may stop work until full payment is made. Customer agrees to pay a service charge of 1.5% per month on all overdue amounts until paid. Mechanic's liens may be filed by SSS for any Contract work not paid in a timely manner. Lien releases will be issued only upon final payment and receipt of clear funds.

3. <u>Formation Upon Execution</u> . Upon acceptance by the Customer, the Quotation, Terms and Conditions, and related plans and/or specifications agreed to between SSS and the Customer and signed by both parties, shall constitute the entire agreement ("Contract") and description of work to be performed ("Work"). Neither SSS nor Customer will be bound by any oral representations or other statements of any kind made by any person. The project will be
constructed according to plans and specifications identified as:
herein after referred to as the Project Documents which have been examined by the Customer and
nerein after reterred to as the Project Doctations which have been examined by the Continuous of the project Doctations which have been examined by the Continuous of the project Doctation of the P

which have been or will be signed by both SSS and Customer. Except as otherwise expressly provided for herein, any work not expressly described in the Quotation, including any dewatering and any related disposal work, is excluded, and no other project work shall be performed without prior written authorization of both SSS and Customer as may be provided on a SSS change order form describing the agreed terms including the price for such additional work as well as any additional time to complete the Work.

- 4. Site Assumptions. The Contract price is based on there being no unusual site conditions including but not limited to: (i) that the project site and adjoining land are not filled ground or hardpan and the bearing capacity of the ground exceeds 1,000 pounds per square foot and is stable, and contains no rock formations or boulders; (ii) that there are no septic tanks, pipe lines, conduits, electric lines, sprinkler lines or any other obstructions other than those indicated on the plans; (iii) that no underground or surface water conditions will interfere with the Work; (iv) that no surcharge engineering will be required; and (v) that the site conditions with regard to any adverse environmental conditions is as represented in the Project Documents. If any of the site conditions should vary from the above specifications requiring additional work or materials to complete the Work under the Contract, or should the Customer order additional work, or should SSS encounter conditions different from those ordinarily encountered or reasonably anticipated, SSS shall be paid for same as agreed upon in an appropriate change order. SSS will only be responsible for damage to underground services (septic tanks, pipe lines, conduits, electric lines, sprinkler lines, etc.) when they have been properly and accurately indicated and marked on the plans prior to beginning excavation.
- 5. Cost of Permits Not Included. The Contract price does not include costs and disbursements required for obtaining permits or licenses or any other authorization required by governmental agencies or any other public (or quasi-public) authorities, unless specifically included, and does not include inspections or other work to complete the permitting process. The Customer will pay assessments and charges required by governmental agencies or any other public (or quasi-public) authorities, and any utilities, for financing or repaying the cost of sewers, storm drains, water service, and other utilities, including sewer and storm drain reimbursement charges, revolving fund charges and the like. All permits, plan preparation, and permitting inspections will be performed at SSS's current time and material rates and cost mark ups. Prices quoted for plans and permits, if any, are estimates only.
- 6. Changes Permitted to Comply with Applicable Regulations. If the proposed scope of Work under this Contract is pending approval from any local or state governmental or regulatory agencies, the State of California, and/or the Federal EPA, including but not limited to the City and/or County Fire, Building, Electrical, Plumbing, or Environmental Health Departments and any local AQMD, any changes or additional requirements as may be ordered by any such regulatory or public entity will be mutually agreed upon by Customer and SSS as part of a change order. The Customer agrees that SSS may make any changes in plans or construction which may be required to conform to existing or future building codes, zoning ordinances, or other requirements of inspecting public or quasi-public authorities or governmental agencies, or utility companies. Additional work required to conform to such codes, ordinances, or requirements shall be paid for by the Customer in addition to the contract price at SSS's rate indicated on an agreed upon change order.
- 7. Extra Work, Changes and Deletions. If at any time during the progress of the work, Customer desires to make any additions to, alterations of, deviations or omissions from the work (collectively "Extra Work"), Customer shall have the right to do so and the same shall in no way affect or make

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QUOTATION

Terms and Conditions Service Station Systems, Inc.

DATE:

04/15/22

QUOTE:

100906

void this Contract. No Extra Work shall be made except on Customer's written request and the execution of a written change order agreed to by both SSS and the Customer. Any adjustment in costs due to an increase or decrease in the work to be completed, or any change in the time of completion of the project, shall be agreed to in the change order.

8. Time & Materials Rate Sheet. For all items referring to T&M pricing, and all change order work, the following rates apply:

Labor, including travel time: \$88.00 per hour (Overtime Rates at 1.5x and Double

Overtime rates 2.0 x as applicable).

Mileage: \$0.95 per mile. Parts: Distributor List Price. Subcontract: Cost +20%.

Equipment Rental: Actual cost +20% markup or if equipment is owned as per current rate sheet.

- 9. Customer Responsible for Equipment Compatibility. The compatibility of any equipment and parts are the sole responsibility of Customer. Any replacement, repair, modification, trouble shooting, or additional components required to make any system compatible, whether new, used, or existing equipment or parts, will be billed to Customer at SSS's current rates as per Section 8 above, plus materials and mark-ups. This includes, but is not limited to, payment network compatibility, electrical and plumbing requirements, code compliance, software and programming, satellites or any piece of equipment or part not provided by SSS in the Quotation or under a change order. Additional charges will be assessed for delays including but not limited to software malfunction, network connectivity or back-office issues. PLU and other advanced option programming are excluded. It is the Customers responsibility to verify all programming/pricing is accurate prior to technician leaving site. SSS is not responsible for any costs, damages, losses, or expenses that may be incurred due to electronic system failures or data breach or corruption. This includes loss or corruption of data, connectivity for hardware, software, or other operations, virus or malware damages or tampering with programs, settings or reports that may arise as a result of or related to the Work of SSS under the Contract.
- 10. <u>Disclosure of Customer of Site Specific Requirements</u>. It is the responsibility of Customer, at the time a request for a quotation is made, to disclose all requirements for insurance, endorsements, certifications, prevailing wages, reporting, or any conditions required by Customer for the performance of the proposed work in compliance with applicable laws. SSS may request copies of permits to operate, plans, testing results, and site information at any time during the performance of the proposed work. Failure to disclose this information may result in additional charges. Failure to disclose site conditions that directly affect the performance of the work outlined in the Quotation may result in additional charges.
- 11. Compliance Testing. Quotations for testing do not guarantee a passing test result. SSS will make all reasonable attempts to achieve a passing test at the time the test is performed. This does not include the repair or replacement of any parts or equipment. Failed tests are the sole responsibility of Customer, and repairs made during testing will be billed at SSS's current T&M rates as shown in section 8 above. Full payment of the cost of the testing, whether passed or failed, is Customer's sole responsibility and all balances for testing work are due at the time of invoice. NOTE: Test results will not be released or filed with regulators, and no further work will be performed by SSS, until charges are paid in full.
- 12. <u>Damage or Destruction</u>. If any portion of the Work is destroyed or damaged by any accident, disaster, or calamity, such as fire, storm, flood, landslide, subsidence or earthquake, or by theft vandalism or malicious mischief (individually, a "Casualty"), Customer shall have the option of either (i) instructing SSS to rebuild or restore the Work or (ii) terminating this Contract. In the event Customer elects to terminate this Contract, SSS shall be paid for all Work completed as of the date of the Casualty including a pro rata percentage of profit and overhead, and both parties shall be relieved of any further obligation to the other under this Contract. Any work performed by SSS in rebuilding or restoring the Work shall be handled as a change order and compensated pursuant to the provision on Time & Materials as set forth herein or pursuant to any rate sheet attached hereto.
- 13. Warranty. SSS guarantees the quality of its workmanship for a period of one year from the date of issuance of its final invoice. This warranty is limited to defective construction and workmanship only and does not include any labor, parts, testing, trouble shooting, or replacement of any manufacturer's defective or failed equipment. Any warranties for new equipment and parts are solely between the Customer and the manufacture or seller of the equipment or parts. If any equipment or parts are purchased by SSS as part of its quotation, SSS will deliver to Customer all warranty documentation and if necessary, assign all warranties to Customer. Any request made by Customer, his/her employees or agents, for SSS to repair or replace any piece of equipment for any reason (except if caused by the defective construction or workmanship of SSS) is the sole responsibility of Customer and will be billed to Customer at SSS's current time and materials ("T&M"), equipment rates and mark-ups. It is the sole responsibility of Customer to understand the terms and conditions of any and all warranties for equipment. Customer acknowledges and agrees that mos manufacturer warranties do not include any labor charges. Except as otherwise specifically provided for herein, the liability of SSS for defects or malfunctions of materials and equipment installed is limited to the warranties and guarantees of the manufacturers and/or suppliers of said materials and/or equipment. ALL OTHER WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, ARE HEREBY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 14. <u>Cancellation Before Mobilization</u>. Customer acknowledges that SSS may be purchasing specially ordered materials for the project and that portions of the work may be delegated to subcontractors. In the event of cancellation by Customer of this Contract prior to mobilization by SSS on site, Customer agrees to reimburse SSS for all incidental expenses incurred by SSS to enter into this Contract, including SSS's costs and expenses to obtain permits, any costs associated with preordered materials, and any cost, expense, or fee to terminate all executed contracts with subcontractors, and any other cost reasonably incurred in anticipation of undertaking the Work.
- 15. Right to Assign. This entire Contract or any portion of the work to be done hereunder may be assigned or subcontracted by SSS at the discretion of SSS.
- 16. Force Majeure. SSS shall not be liable to the Customer for any loss, damage, or delays occasioned by fire, strikes, or material stolen after delivery upon premises, lockouts, acts of God, or the public enemy, accidents, boycotts, weather, floods, freight embargoes, causes incident to national emergencies, war, or any other causes beyond the control of SSS. Any increase in the cost of the project, or the time to complete the project, necessitated

Initial	2 of 4

QUOTATION

Terms and Conditions Service Station Systems, Inc.

DATE:

04/15/22

QUOTE:

100906

by such delay shall be performed at SSS's current time and material rates and cost mark-ups as a change order.

- 17. Additional Charges. Additional charges will be assessed for delays outside of the control of SSS as well as charges associated with software malfunction, network connectivity or back-office issues. Estimated site downtime is based on equipment performance as published by the supplier or manufacturer. PLU and other advanced dealer option programming is not included.
- 18. <u>LIMITATION ON DAMAGES</u>. IN RECOGNITION OF THE RELATIVE RISKS, REWARDS AND BENEFITS OF THE PROJECT TO BOTH CUSTOMER AND SSS, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, SSS'S TOTAL LIABILITY TO CUSTOMER FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, ATTORNEY'S FEES AND COSTS OR CLAIM ARISING OUT OF THIS CONTRACT FROM ANY CAUSE OR CAUSES, SHALL NOT EXCEED \$50,0000 OR THE LABOR CHARGE AMOUNT PAID BY CUSTOMER TO SSS UNDER THIS CONTRACT, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, AND BREACH OF CONTRACT OR BREACH OF WARRANTY, UNLESS OTHERWISE PROHIBITED BY LAW. SSS IS NOT RESPONSIBLE FOR CUSTOMER LOSS OF REVENUE, INCOME OR PROFITS UNDER ANY CIRCUMSTANCE. ESTIMATED DOWN TIMES, IF GIVEN IN THIS QUOTE, ARE ONLY AN ESTIMATE BASED ON INDUSTRY STANDARDS AND/OR EXPERIENCE.
- 19. <u>Independent Contractor.</u> SSS hereby declares that it is engaged as an independent business, and agrees to perform the Work as an independent contractor and not as the agent, employee or servant of Customer. SSS has and hereby retains the right to exercise full control and supervision of the Work and full control over the employment, direction, compensation and discharge of all persons assisting in the Work.
- 22. Protection of Work, Materials and Equipment. SSS shall protect its work, materials and equipment on the project site and shall not damage or unduly interfere with the work, materials or equipment of others. SSS's duty to protect the Work, materials and equipment shall terminate when SSS completes, and Customer accepts, the Work, provided SSS provides Customer forty-eight (48) hours' prior written notice of such completion. SSS shall not be liable for the repair or replacement, except upon the payment of reasonable compensation, of any of its Work or installations damaged directly or indirectly through, by, or as a result of defective design by Customer's architect or engineer, or defective materials directly supplied and installed by Customer or Customer's representative.
- 23. <u>Mediation</u>. Any controversy or claim arising out of or relating to this Contract, or a breach thereof, shall first be submitted to non-binding mediation under the Construction Industry Mediation rules of the American Arbitration Association, or any other mediation process the parties agree upon. Customer and SSS agree to include a similar mediation provision with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. This agreement shall be construed in accordance with, and governed by, the laws of the State of California. All proceedings commenced under this section, including any mediation or arbitration shall be conducted in Santa Clara County.
- 24. <u>Indemnification</u>. Customer shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless SSS, its officers, directors, employees, agents and any other representatives from and against all damage, liability and cost, including reasonable attorney's fees and defense costs arising out of or in any way connected with the performance by any of the parties named above of the services under this Contract, excepting only those damages, liabilities or costs attributable solely to the gross negligence or willful misconduct of SSS.
- 25. Acceptance of Quotation. The Quotation will become a contract between the Customer and SSS at the time it is accepted by Customer. To accept the Quotation, and enter into a binding contract for the work specified therein, Customer must sign below. No work will begin until the signed Quotation is received by SSS and deposit is paid if required. Cancellation of the Contract may result in charges to Customer for non-returnable equipment, parts restocking, permit and planning work and the like. A portion or all of Customers deposit may be retained for payment of the foregoing charges.
- 26. No Guarantee of Performance for Environmental Remediation. Customer recognizes and acknowledges: that the means and methods to be used by SSS in remedying contamination by hazardous wastes involve inherent risks and may cause further contamination or releases from the site; that SSS is a construction firm, not expert in the engineering or design aspects of developing remedial action(s) to address hazardous material; that SSS cannot therefore guaranty or warrant the performance or results of its work in that regard; that SSS is not the "operator" of the project or site, is not a "hazardous waste generator, and that SSS shall not be designated as the responsible party on any manifest or documentation for the removal, transportation, or disposal of hazardous materials from the site. Unless specifically indicated elsewhere in the Contract, SSS will not provide a performance bond and may not maintain contractor's pollution liability insurance, but if requested to secure such insurance, and if SSS is able to secure such insurance, will provide same as an additional expense to Customer.
- 27. Contractor's License and Bond Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

nitial	3	of	4

Terms and Conditions Service Station Systems, Inc. QUOTATION

DATE:

04/15/22

QUOTE: 100906

TO ACCEPT THE QUOTATION TO WHICH THESE TERMS AND CONDITIONS ARE ATTACHED, PLEASE DATE AND SIGN WHERE INDICATED BELOW:

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

K-

Re:

Contract Adjustment- United Mechanical, Inc.

Date:

June 8, 2022

Summary:

On July 9, 2021, the Board approved contract C226032 to provide routine maintenance and service for refrigerator and freezer units at the District Office. It was necessary to install a sheet of diamond plate to transition from the warehouse floor into the freezer. At this time, the staff is asking to increase the contract to cover the additional services.

Recommendation:

Staff recommends that the Board approve the increase of \$9,000.00 for a total expenditure of \$29,000.00 for FY 2021-2022.

PUR-107 Rev. 12/15



PURCHASE ORDER / CONTRACT ADJUSTMENT

P.O. No				Co	Contract No. <u>226032</u>			Contract Original Amount: \$_20,000.00				
Vendor Name: <u>United Mechanical</u> ,				nical, Ir	ic.		Vendor	No	3001	191		
Please	e check:											
	-		el P.O. / Co ge Item No.									
	×				- em No.:	1			C	ONTRAC	TS ONLY	
Decrease Amount Lin							Chang	ge Order	rs:			
Add Line No.:							Contra	acts Orig	nal Ar	nount	\$ 20	0,000.00
Delete Line No.:								ge Order			1	9,000.00
Change org key/objec				object co	ode to:		_	ge Order			\$	
	-	_ Chang	je Vendor I	No. to: _			Chang	ge Order	· #:		\$	
Add Freight: \$% Add Tax:% Disencumber								Contracting Chan		ers)	\$ <u>2</u>	9,000.00
			e Order No		_							
Line #	FD XXX	RESC XXXX		BJECT	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-C 0000		LOC XXX	PROG XXXX	\$ AMOUNT
1	050	8150	0 5	5815	00	0000	8100	0000	000	450	8130	9,000.00
	0 00							0000	000		J	1. New Japa
Reason	n for Adj		Please i Thank yo		e C-2260							
School	ol/Dept.:	Mainte	nance	-10			Request	ed by:	Ed \	/illarreal	- Directo	or
Appro	val: _		Han Cont	unata O-	LA .		Assistan	t Superii	ntende	nt of Busi	ness Servic	ces
(for Contracts			racts On		1	Program						
_							Purchasi					
Date F	Request	ed:			Date Ent	ered:		_	_ Ent	ered 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.)

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

کہ

Re:

Frog Environmental, Inc.

Date:

June 9, 2022

Summary:

Frog Environmental, Inc. will assist the District with maintaining the Storm Water Pollution Program in order to be compliant with environmental law.

Recommendation:

Staff recommends that the Board of Trustees approve a 3 year contract with Frog Environmental, Inc. in the amount of \$3,200 per year totaling \$9,600.



INDEPENDENT CONTRACTOR AGREEMENT

DIVISIO	N OF BUSI	NESS	SERVICES	3					CONT	RACT NO	D	
ом:Т	ransport	ation				(S	chool/Dept.)		VEND	OR NO.	2238	88
bmitted by:	Doloi	res C	uintero									
	: The Aluning named			mentary Scl	nool Distr	rict (ARUE	SD), whose ac	ddress is 2	2930 Gay <i>I</i>	Avenue, S	San Jose,	CA 95127, and
Name of	ndividual/0	Compa	ny: <u>F</u>	rog Enviro	onment	al, INC						
Address:	965	E. W	illow St.			(Sity: Signa	al Hill	St	ate: <u>Ca</u>	Zip:	90755
Phone: (_	310)	24	11-0866 E	xt 227		E	Email Address:	hurley@	frogenv	.com		
SSN:						or F	ed I.D. #:					
Mutually	agree and	prom	ise as follo	ows:								
							е	nd date	06-30-20	25		
	CTOR'S C and/or rep		ATION: In	considerati	on of the	compens	ation, the Cor	ntractor sh	all provide	the follo	wing serv	rices, materials,
			s to be prou			results (e	.g. services, n	naterials,	products a	nd/or rep	orts). At	tach proposals,
Servic	e Contra	ct, B	asic Moni	toring an	d Storm	n Water	Pollution Pr	eventior	n program	n. Inclu	des site	visits, site
diagram	ns, all ne	cess	ary docur	nentation	and Bi	MP table	s					
expressed (Invoice)	herein, a which shall	ARUE be su	SD shall p	ay Contractilater than 3	tor upor 0 days fro	Contract	or's submission of the month	on of a	properly de	cumente	d deman	ment provisions of for payment dered, and upon
a.	Fee Rate:	\$		per	hour/da	y of service	e as may be	requested	by ARUE	SD, not t	o exceed	a maximum of
	service.	hou	urs/days of	services.	ARUESD	may, but	is not obligate	ed to, req	uest the m	aximum	number o	f hours/days of
Xb.	Other: \$	9,60)	(de	scribe ra	te agreem	ent) <u>\$3,200</u>	0.00 for	2022-202	23 SY.	\$3,200.	00 for
2023-2	2024 SY	and :	\$3,200 fo	r 2024-20	25 SY							
BUDGET	CODE:											
FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AI	MOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	3600	000000	470	3270	\$9,6	600.00	L New V
												To You

- 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.



965 E Willow Street Signal Hill California 90755

STATEMENT OF WORK

Facility Address
Alum Rock Sch Dist
2930 Gay Ave
San Jose, CA 95127

Estimate # EST-000192

Estimate Date

Jun 02, 2022

jun	2, 2022			
#	Item & Description	Qty	Rate	Amount
Ì	IGP Basic Monitoring Provide Monitoring Plan – includes compliance forms, sampling instructions, and pertinent guidance for meeting reporting requirements Perform facility visual observations, inspections, and site assessments throughout the year—includes comprehensive BMP evaluations, compliance assessments, and electronic report of findings Records audit of the facility's required permit and monitoring documents Monitoring Specific Training on performing required observations, form completion, BMP implementation, storm event preparation, sampling, and applicable IGP training as needed SMARTS management - account setup and administrative support such as uploading plans, sample results*, and required reports Rain Alerts Basic SWPPP updates are included for SWPPPs written by Frog	1	2,500.00	2,500.00
2	Sampling Basic Service Client performs storm event sampling and utilizes Frog for sample pick up, quality control, delivery to lab for analysis, interpretation of results, and SMARTS reporting. Frog provides sampling supplies, required forms, rain alerts, training, and guidance. Number of points and additional parameters may be amended based on SWPPP requirements.	4	175.00	700.00

Looking forward for your business.

Sub Total

3,200.00

Total

\$3,200.00



Board Ready Memo Form

To: Hilaria Bauer, Ph.D., Superintendent

From: Brett Littrell, Chief Technology Officer

Re: QUICKLAUNCH LLC SSO contract with Campus Consortium Grant

Date: 5/19/2022

Background:

The district ITSS department has evaluated various Single Sign-On providers to implement a robust and automated Identity Management System. This system will reduce friction when moving from application to application and alleviate the burden of remembering and changing multiple passwords for every application used. This system will improve user experience, increase overall security, reduce workloads for managing user accounts, and add consistency with user creation, login, and deletions. ISS has evaluated several technologies, including:

- OneLogin
- Quicklaunch
- Okta
- Fischer Identity
- Rapid Identity

We used several criteria to determine a vendor, including:

- Completeness of solution
- Interoperability
- Ease of Use
- Standards Integration
- Cost of ownership
- Ease of Use

We have determined that Quicklaunch was the most effective and affordable solution for the District. This solution can accomplish all tasks required to implement SSO and provisioning for the District effectively. With the associated grant, this solution came in as the second most affordable solution.

Campus Consortium partners with Quicklaunch to accomplish the goal of bringing affordably secure and robust identity management to education.

Total costs
Quicklaunch \$29,200
Campus Consortium Grant -\$7,000

Total cost per year to ARUSD \$22,280

Recommendation:

Staff recommends that the Board of Trustees approve the contract with Qicklaunch in the amount of \$22,280.00 per year for a three (3) year term totaling \$66,480.00

PUR - 122 Rev. 08/20

Request for Contracted Services

To: BUSINI	ESS OFFICE	Contract No.:		Vendor No.:	300568	
Tech Suppo address is 2930	ort SVCS (Sch Gay Avenue, San Jose,		ım Rock Union Eleme ollowing named Contrac			vhose
	MOU (negotiated Agreen	•	MASTER CO	NTRACT PARTIO	CIPATION	
Note: All Contra	icts over \$5,000 require j	pre-approval.				
* Use Independe	ent Contractor Agreemer	nt (PUR-116) for uninco	orporated individuals or i	in the absent of n	egotiated agreeme	ent.
Name of Individu	al/Company: QUICK	LAUNCH LLC				
Address: 936	SW 1st Ave. Suite	426	City: Miami	State: FL	Zip: 33130)
			Email: sk@quickla			
SSN::			Fed I.D. #:			
	RM: start dates July 1					
Union School COMPENSATION provisions express for payment (Invo	h provides softwar of District Attachme N: In consideration of esed herein, ARUESD shice) which shall be submind upon approval of sucl	ents. Contractor's provision nall pay Contractor, up itted not later than 30	of services as describ oon Contractor's submis days from the end of t	ed above, and sision of a properlibe month in whice	subject to the payi	ment
a. Fee	Rate: \$	per	Not to Exceed	· !	of services.	
	er: \$66,460 (\$22,2					
Describe other re	lated costs					
BUDGET CODE:	010 0000 0 5816		Accountant Initials			
			Accountant Initials			
APPROVALS:						
ALUM ROCK	UNION ELEMENTARY	SCHOOL DISTRICT		.3	1-1	
Site/Departm	ent Administrator:		\sim	Date:	113/20,2	2
	scal Services:	CVO		Date:	6/13/22	_
Asst. Supt., o	of Business Services:	200	8	Date:	-//2/	<u> </u>



QuickLaunch-Statement of Work Summary

QUICKLAUNCH STATEMENT OF WORK SUMMARY

STATEMENT OF WORK CONTACT INFORMATION

Client

Client Name

Alum Rock Union School District

Client Contacts

Primary Point of Contact

Name:	Brett Littrell	
Title:	Chief Technology Officer	
Email:	brett.littrell@arusd.org	
Phone:	(408) 928-6800	

Authorized Signatory Point of Contact

Name:	Brett Littrell	
Title:	Chief Technology Officer	
Email:	brett.littrell@arusd.org	
Phone:	(408) 928-6800	

STATEMENT OF WORK DETAILS

MLSA Agreement Name to which this SOW is a Schedule:	QUICKLAUNCH MASTER LICENSE AND SERVICES A
Schedule Number of this SOW:	0001

Effective/Start Date:	June 15, 2022	
End Date:	June 14, 2025	
Initial Term:	3 Years	
Renewal Term(s):	2 Years	
Recurring Fees Billing Cycle:	Annual	



QuickLaunch-Statement of Work Summary

Summary of Payment Schedule:

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual % Increase Amount	NA	0%	0%		
Fees Due (\$ USD)	\$22,280.00	\$22,280.00	\$22,280.00		

NOTE: Fees include an Annual Percent Increase Amount as listed above.

Annual Percent Increase Reference in MLSA:	Section 6.2.2
Payment Method:	ACH/Wire
Payment Terms for Initial/First Year Fees:	Net 30 from Effective Date of this Schedule
Payment Terms for Recurring Fees:	

Notes:

3 year term with an opt-out prior to year 2 term with 90 days written notice prior to year 2 commencing - Renewal 2 year option - pricing will remain at \$22,280 annually (no annual increase)



QuickLaunch – Statement of Work Summary

STATEMENT OF WORK ELECTRONIC SIGNATURE

By electronically signing this SOW, your organization is entering into a legally binding contract with QuickLaunch. Please download and read carefully prior to signing. This SOW, including the Statement of Work Summary, Details, Notes, Exhibit A: Standard Terms, and any applicable Attachments, will be effective when signed by the parties' authorized representatives. If there is any conflict between the Notes and Exhibit A: Standard Terms, the Notes shall prevail.

I agree to this Statement of Work, including the Statement of Work Summary, Details, Notes, Exhibit A: Standard Terms, and SOW, including any Attachments:

QuickLaunch Signature	Shewi Kac Calkins
QuickLaunch, Management	VP Engagement & Customer Success
Signature Date	05/13/2022
QuickLaunch Signature	U-y-4-
QuickLaunch, Executive Management	Vince Pisupati
Signature Date	05/13/2022
Client Authorized Signatory Signature	Buff Liffull
Client Name	Alum Rock Union School District
Signature Date	05/13/2022

EXHIBIT A: STATEMENT OF WORK STANDARD TERMS

Standard terms are available at https://quicklaunch.io/legal/quicklaunch/sow-exhibit-a-v102618/

NOTE: If the link above is not hyperlinked, download this document to get the hyperlink. You can download this agreement without signing it.



Alum Rock Union School District-revised

Alum Rock Union

2475 Van Winkle Ln San Jose, CA 95116

United States

Brett Littrell

CTO

brett.littrell@arusd.org

(408) 9286800

Reference: 20220329-152230590

Quote created: March 29, 2022

Quote expires: May 31, 2022

Quote created by: S.K. Calkins

V.P. Education Engagement

sk@quicklaunchsso.com

884 752 8624 x157

Comments from S.K. Calkins

Pricing valid - 2022-2027 and 2027-2032 (2 - 5year terms)

Campus Consortium Grant Award valid 2022-2027 and 2027-2032 (2 - 5 year terms)

No annual percent increase year to year

Professional Services / Implemenation - K-12 waived

Total yearly cost to Alum Rock Union School District \$22,280

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
QuickLaunch Secure Bundle + Provisioning Single Sign on, MFA and Adaptive MFA, Passwordless first time user, Password Manager, Mobile App, Provisioning	ZP-2550	9000	\$2.92 / year	\$26,280.00 / year
Gold Support		Ì	\$3,000.00 / year	\$3,000.00 / year
Mobile - Included/Free		1	\$0.00	\$0.00

Subtotals

Annual subtotal \$29,280.00

Other Fees

Campus Consortium Grant Award - yearly

-\$7,000.00

Total \$22,280.00

Purchase Terms

User Count 9,000
5-year agreement
SSO Integrations to PowerSchool; QSS; Google GSuite; Gmail; Zoom; and Clever
Provisioning (2 connectors/1 direction) PowerSchool to AD and QSS to AD

Questions? Contact me



S.K. Calkins V.P. Education Engagement sk@quicklaunchsso.com 884 752 8624 x157

QuickLaunch 936 SW 1st Ave Suite 426 Miami, Florida 33130 United States

Request for Contracted Services

To: _	BUSINESS OFFICE	Contract No.:		Vendor No.: 2	3130
Aca addre	demic Services ss is 2930 Gay Avenue, San J	_(School/Dept) and the Alulose, CA 95127, and the fo	ım Rock Union Element ollowing named Contracto	tary School Distric r wishes to enter a	et (ARUESD), whose
	MOU (negotiated A	areement)	MASTER CON	TRACT PARTICIP	ATION
		erprinting and TB Test)	Scope of Work/P		
Note:	All Contracts over \$5,000 red	quire pre-approval.			
* Use	Independent Contractor Agre	ement (PUR-116) for uninco	orporated individuals or in	the absent of nego	otiated agreement.
Name	of Individual/Company: Rea	alOptions Obria Med	ical Clinics		
Addre	ss: 1671 The Alameda	Ste 101	City: San Jose	state: CA	_ zip: 95126
	RACT TERM: start dates A				
CONT	RACTOR'S OBLIGATION:				
	IOptions will provide 6				tionships and
	ngthening personal cha				
	s and approximately fo				
provis for pay	PENSATION: In consideratio ions expressed herein, ARUE yment (Invoice) which shall be rendered, and upon approval c	SD shall pay Contractor, u submitted not later than 30	pon Contractor's submiss) days from the end of the	ion of a properly d e month in which t	ocumented demand
	a. Fee Rate: \$	per	Not to Exceed		of services.
	X b. Other: \$Zero co	st to the district			
	ibe other related costs:				
	ET CODE: 010-0000-0		00-		
			Accountant Initials		
	000000-30	<u> </u>	Accountant Initials		
APPR	OVALS:	/	<u> </u>		
A	LUM ROCK UNION ELEMEN	TARY SCHOOL DISTRIC	10	(-	17-72
Si	te/Department Administrator:	ADI V		Date: <u>6</u>	10-22
Di	irector of Fiscal Services:			Date:	
As	sst. Supt., of Business Service	es:		Date:	
Sı	uperintendent:			Date:	

Real Talk by Real Options PROGRAM SITE AGREEMENT

Introduction

The purpose of this document is to provide terms and conditions for utilization of the RealOptions RealTalk Program. This site agreement is effective the date signed through <u>06/30/2025</u> or until either party cancels the agreement in writing, given a 30-day notice.

Terms and Conditions

Alum Rock Unified School District agrees to the following:

- RealOptions (RO) teaches Real Essentials Starting Point and/or Real Essentials Advance curriculum. Commits to providing a minimum of 10 classroom periods (either virtual or in person) to implement and complete Real Essentials curriculum.
- Understands that program participants will receive relationship education services as well as skills to avoid youth risk behaviors.
- ❖ Understands that the use of the *Real Essentials Starting Point* and/or *Real Essentials Advance* does not in any way hold **RealOptions** liable for any legal claims made against your specific establishment or program.
- Agree to site visits (either virtual or in person) from **RealOptions** staff or their evaluator for the purpose of quality control and maintaining consistent levels of services.
- ❖ Understands that the RealTalk program/Title V is a part of a federally funded program. As such, youth will be asked to complete brief, <u>confidential</u>, <u>anonymous</u> entry and exit surveys to measure outcomes. We also administer the needs assessment survey to help resource students with other helpful community organizations.
- Surveys are voluntary; if necessary, parental permission will be secured prior to participating in this performance measurement component. Students will be informed of their right to opt-out of the survey if they do not wish to participate in these survey evaluations.
- As needed, your establishment will assist project staff in securing permission from parents for youth to participate in the program.
- ❖ Parent orientations and workshops will be offered to resource parents/caregivers to explore what students are learning. Additionally, these sessions will help parents/caregivers to continue these conversations and skills at home with their students.



Charmaine Williams | Education Manager | (408)209-7044 | charmaine@realoptions.net Valerie Navarrete | Director of Education | (408)642-7492 | valerien@realoptions.net 1671 The Alameda Suite 101 San Jose, CA 95126

RealTalk by RealOptions PROGRAM SITE AGREEMENT

*	Parental Permission/Communication by Site (check one):
	☐ Site Representative confirms parental permission is <u>not required</u> to add the RealTalk program to our offerings, including administration of the RealTalk entry and exit survey.
	☐ Site Representative confirms that site <u>will require</u> parental permission for youth to participate in the RealTalk program and will secure permission for youth to participate in the program to include taking the RealTalk entry and exit survey.
*	Agree to the collection of participant demographic information from surveys, which RealOptions will
	store in a secure database under restricted access policies.
*	Will obtain written consent from RealOptions before publishing any data pertaining to the project and/or its participants.
Re	alOptions agrees to the following:
*	Will effectively deliver program curriculum and services for participants
*	Provide professionally trained educators who are abiding by CDC regulations as recommended for said
	site, fingerprinted, background checked, and TB tested in order to deliver the curriculum and services to participants
*	Ensure activities to youth are age appropriate, trauma-informed, medically accurate, inclusive, promote
	cultural sensitivity, and enforce anti-harassment protocols
phy	a site that agrees to implement the RealTalk program, I provide assurance that the site will provide vsical space for programming or virtual access to youth for 10 classroom periods per cohort of youth olled in the program. I agree to and will abide by the terms and conditions stated above.
Hil	liaria Bauer, Ph.D.
	nt Name (School/Site Representative) Signature (School/Site Representative)
Su	perintendent

Date



Title (School/Site Representative)

OBRIA MEDICAL CLINICS

Charmaine Williams | Education Manager | (408)209-7044 | charmaine@realoptions.net Valerie Navarrete | Director of Education | (408)642-7492 | valerien@realoptions.net 1671 The Alameda Suite 101 San Jose, CA 95126

RealTalk by RealOptions

PROGRAM SITE AGREEMENT



OBRIA MEDICAL CLINICS

Charmaine Williams | Education Manager | (408)209-7044 | charmaine@realoptions.net Valerie Navarrete | Director of Education | (408)642-7492 | valerien@realoptions.net 1671 The Alameda Suite 101 San Jose, CA 95126

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

	DIVISION OF BUSINESS SERV	/ICES			CONTRACT N	0
FRC	DM: Business Services		(Sch	ool/Dept.)	VENDOR NO.	21752
PRO	OGRAM MANAGER: Kolvira C	Chheng				
1.	PARTIES: The Alum Rock Union the following named Contractor:	Elementary School Dis	strict (ARUESE	O), whose address is :	2930 Gay Avenue, S	San Jose, CA 95127, and
	Name of Individual/Company:	STLR Corp, dba	Ryland S	School Busines	s Consulting	
	Address: 8334 Parus Wa	ау	City	Granite Bay	State: <u>C</u>	A zip: <u>95746</u>
	Phone: (916)652-7165		Em	ail Address: terri@	rylandsbc.co	m
	SSN:		or Fed	i I.D. #:,		
	Mutually agree and promise as					
2.	CONTRACT TERM: start date	July 1, 2022		end date_	<u>une 30, 2023</u>	B
3.	contractor's obligation: products, and/or reports: A. Description of services to be exhibits and other documenta Ryland SBC will providents	provided and expected tion if necessary: de general finan	d results (e.g.	services, materials,	products and/or rep	ports). Attach proposals,
	assist with business or viability; analyze long-	term cash flow	, training, schedules	budget develog; and presenta	p; year-end c ations to the b	closing; fiscal
	COMPENSATION: In considera expressed herein, ARUESD sha (Invoice) which shall be submitted upon approval of such demand by X a. Fee Rate: \$ 175.00	tion of Contractor's produll pay Contractor upod not later than 30 days ARUESD as follows: (f	ovision of serven Contractor's from the end Check either a	ices as described ab s submission of a p d of the month in which , b, or c)	ove, and subject to roperly documente th the contract serv	o the payment provisions ed demand for payment rices were rendered, and
	COMPENSATION: In considera expressed herein, ARUESD sha (Invoice) which shall be submitted upon approval of such demand by X a. Fee Rate: \$175.00 hours/days	tion of Contractor's pro all pay Contractor upo d not later than 30 days v ARUESD as follows: ((per hour/d s of services. ARUESI	ovision of service s from the end Check either a ay of service of may, but is	ices as described ab s submission of a p d of the month in which b, b, or c) as may be requested not obligated to, requ	ove, and subject to properly documented that the contract served by ARUESD, not the	to the payment provisions of demand for payment rices were rendered, and to exceed a maximum of number of hours/days of
	COMPENSATION: In considera expressed herein, ARUESD sha (Invoice) which shall be submitted upon approval of such demand by X a. Fee Rate: \$175.00 hours/days	tion of Contractor's pro all pay Contractor upo d not later than 30 days v ARUESD as follows: ((per hour/d s of services. ARUESI	ovision of service s from the end Check either a ay of service of may, but is	ices as described ab s submission of a p d of the month in which b, b, or c) as may be requested not obligated to, requ	ove, and subject to properly documented that the contract served by ARUESD, not the	to exceed a maximum of number of hours/days of
	COMPENSATION: In considera expressed herein, ARUESD sha (Invoice) which shall be submitted upon approval of such demand by X a. Fee Rate: \$175.00 hours/days	tion of Contractor's pro all pay Contractor upo d not later than 30 days v ARUESD as follows: ((per hour/d s of services. ARUESI	ovision of service of Contractor's from the end Check either a ay of service of may, but is ate agreement expen	ices as described ab s submission of a p d of the month in which b, b, or c) as may be requested not obligated to, requ	by ARUESD, not the billed on meed by the St	to the payment provisions of demand for payment rices were rendered, and to exceed a maximum of number of hours/days of onthly basis for upt.
	COMPENSATION: In consideral expressed herein, ARUESD sha (Invoice) which shall be submitted upon approval of such demand by X a. Fee Rate: \$175.00 hours/day: service. b. Other: \$NTE \$49 BUDGET CODE: FUND DEPARTMENT	tion of Contractor's pro all pay Contractor upo d not later than 30 days v ARUESD as follows: ((per hour/d s of services. ARUESI	ovision of service s from the end Check either a ay of service of may, but is	ices as described ab s submission of a p d of the month in which b, b, or c) as may be requested not obligated to, requ	ove, and subject to properly documented that the contract served by ARUESD, not the	to exceed a maximum of number of hours/days of

- 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.
- 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.



SCHOOL BUSINESS SERVICES CONTRACT

This contract is made by and between STLR Corp, dba RYLAND SCHOOL BUSINESS CONSULTING (Contractor) and the ALUM ROCK UNION SCHOOL DISTRICT. Contractor will provide financial and business office services (described more specifically below) as needed and directed by District staff. In consideration of the services provided, the ALUM ROCK UNION SCHOOL DISTRICT will pay to Contractor hourly fees of \$175 for professional services and for travel time. All charges, including expenses, will be approved by the Superintendent or designee of the ALUM ROCK UNION SCHOOL DISTRICT. Expenses are defined as actual, out-of-pocket expenses, such as lodging, meals, telephone charges, express or overnight mail charges, etc. The District will be billed on a monthly basis for fees and expenses, not to exceed \$49,000. The term of this contract is twelve months.

RYLAND SCHOOL BUSINESS CONSULTING will provide general financial planning and business services to ALUM ROCK UNION SCHOOL DISTRICT and its districts which may include but are not limited to the following: business office assistance and training; budget development; year-end closing of the books; general financial analysis as needed for negotiations; charter school petition evaluation and fiscal viability analysis; documentation of procedures; development of financial strategies and analysis related to growth or decline; recommendations for board policy; preparation or review of short-term and long-term cash flow schedules; and presentations to the governing board.

It is expressly understood and agreed to by both parties that the Contractor, while carrying out and complying with any of the terms and conditions of this agreement, is a corporation licensed in California and not an employee of the District. This contract may be terminated by either party with 30 days' notice. In the case of early termination, ALUM ROCK UNION SCHOOL DISTRICT will be entitled to completion of all work in progress at its option, and RYLAND SCHOOL BUSINESS CONSULTING will be entitled to payment in full of all expenses and fees incurred.

AGREED:	
<u>~</u>	Teresa R Ryland
Hilaria Bauer, Superintendent	President
ALUM ROCK UNION SCHOOL DISTRICT	RYLAND SCHOOL BUSINESS CONSULTING
Date	Date



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. N	lo			Cont	ract No.	226005	5	Co	ontract O	riginal Amo	unt: \$ <u>10</u>	,000.00		
Vendo	r Name:	Loza	no Smith I	LP			Ver	ndor No	. <u>02131</u>	17				
Please	check:													
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(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.)

PUR-101

Request for Contracted Services

To:	BUSINESS OFFICE Contract No.:												
	an Resources (School/Dept) and the Ales is 2930 Gay Avenue, San Jose, CA 95127, and the f	um Rock Union Elementary School District (ARUESD), whose 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 uninc	corporated individuals or in the absent of negotiated agreement.											
Name	of Individual/Company: Swing Education												
Addres	ss: Dept LA 24916	City: Pasadena State: CA Zip: 91185											
Phone	916 , 266-1417												
		Fed I.D. #: _47-4349654											
	RACT TERM: start dates 7/1/2022												
	RACTOR'S OBLIGATION: otion of services to be provided: (Please attach proposals	, scope of work, and other documentation.)											
Prov	ide access to the Swing Education platfor	m and services which allows the District to											
		ners and substitute classified staff based on											
Distr	ict requests. Swing Education will assign	qualified substitutes.											
provision for pay	ons expressed herein, ARUESD shall pay Contractor, u	n of services as described above, and subject to the payment upon Contractor's submission of a properly documented demand 0 days from the end of the month in which the contract services 6D as follows: (Check either a or b)											
<u> </u>	a. Fee Rate: \$210-240 per_day	Not to Exceed \$43,500 of services.											
	b. Other: \$												
Describ	pe other related costs:												
BUDGE	ET CODE: 010-0000-0-5815-00-1110-1000-000000-600-	Accountant Initials											
	<u></u>	Accountant Initials											
APPRO	DVALS:	, ossantan miner											
AL	UM ROCK UNION ELEMENTARY SCHOOL DISTRIC	T:											
Site	e/Department Administrator:	Date: 6-14-2022											
	ector of Fiscal Services:	Date:											
Ass	st, Supt., of Business Services;	Date:											
C	o a rimta a da atu	Data:											



This **Platform & Services Agreement** ("Agreement") is entered into on July 1, 2022 by and between Swing Education, Inc. ("Swing Education," "we" or "us") and the School(s) listed on the signature page ("School" or "you"). Swing Education agrees to provide you with access to the Swing Education Platform & Services ("Platform"), which allows the School and School representatives to post and manage Requests for substitute teachers and related professionals ("SwingSubs") on the Swing Education website at www.swingeducation.com ("Website").

This Agreement will apply regarding the obligations and relationships between School, Swing Education and each SwingSub (though SwingSubs are not party to this Agreement). Each SwingSub will be a W-2 employee as a prerequisite to being able to see and fill your Requests on the Platform.

- 1. Services. Swing Education agrees to provide you with:
 - (a) Access to the Services, which allows authorized School users to post Requests for SwingSub on the Platform, track and manage those Requests, and view information about the SwingSubs. (b) Access to Our Verification Services California. Swing Education verifies/does the following, as applicable, to determine whether a SwingSub is eligible/cleared to work for Schools. i. Teaching Credentials. Swing Education verifies whether a SwingSub teaching professional holds a substitute teaching permit or standard professional teaching credential, by having the SwingSub upload or submit such document to the Platform. Swing Education marks such SwingSubs as credentialed (or similar language) on the Platform. Swing Education also tracks the expiration date (if one exists) of such document. If such document expires while the SwingSub is a registered member of the Service, Swing Education will shortly thereafter label the SwingSub teaching
 - professional as non-credentialed (or similar language). Note that School is responsible for ensuring accuracy of SwingSub Requests where a permit or credential is or is not required
 - ii. CA DOJ Live Scan Fingerprint Background Check. Swing Education verifies that a SwingSub working in California is eligible to work as a teacher before the SwingSub is allowed to fill Requests on the Website. Swing Education does this by reviewing the results of the individual's completed Live Scan check issued by the State of California Department of Justice (DOJ) using California Education Code guidelines. Subsequent changes to the SwingSub's status are sent from the DOJ to Swing Education. Swing Education prevents a SwingSub from filling Requests and/or removes the SwingSub from the Platform if changes render the SwingSub ineligible to teach, shortly after receiving notice of such changes.
 - iii. **TB Test**. Swing Education determines whether a SwingSub has obtained required TB tests before allowing a SwingSub to fill Requests on the Platform (according to this form, www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-CA-Sc hool-Staff-Volunteer-TB-Risk-Assessment.pdf).
 - iv. Child Abuse Reporting Mandated Reporter. Swing Education will make all SwingSubs aware of their child and dependent adult abuse reporting obligations. Swing Education will also require all SwingSubs to confirm that they have undergone CA state Mandated Reporter Training within 6 weeks of completion of their first assignment through the Platform and annually thereafter, by signing a Suspected Child Abuse Reporting Acknowledgement Form. A copy of each signed form will be kept on file with Swing Education.
 - (c) **Verification Process**. Swing Education reserves the right to change any of the verification processes described above if such process become impossible or impractical to carry out as described.



- (d) Limitations. Swing Education provides the Services as a venue for connecting Schools and SwingSubs. Swing Education does not provide any education training, equipment, curriculum for teaching classes or students at any School, nor any other education services to either Schools or SwingSub, other than that specified below. Swing Education does not participate in, and the Services expressly do not include, the relationship or interaction between Schools and SwingSubs, except to provide a Platform for Schools to post Requests and for SwingSubs to review and accept those Requests.
- (e) Relationship with SwingSubs. Swing Education withholds and pays payroll taxes with regard to SwingSub wages but does not exercise any control over their schedules. School issues work Requests for SwingSubs to fill. School works with SwingSubs on-site and in person and thus has direct feedback and information on the actions and performance of SwingSubs. Swing Education makes no warranty or representation as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs beyond what is covered by the Verification Services above. The parties believe, and will operate with the understanding that, School is not a co-employer of the SwingSubs.
- **2.** Acceptance of Related Terms. By signing this Agreement, you agree to any Appendix, Schedule, or Exhibit included with this Agreement. You also agree to the Website Master Terms of Service and Privacy Policy (the "Website Terms") (www.swingeducation.com/tc) available on the Swing Education website. In the event of conflict of any terms, the terms of this Agreement shall control.
- 3. Payments. Payments will be made to Swing Education according to the following: (a) Work Requests & Daily Rates. School shall fill out work Requests for SwingSubs, specifying the work stop and start times for each work day of the Request. The School works with Swing Education to designate a "Daily Rate" or Rates, via the Platform and/or by separate communication with Swing Education, and/or as listed below. The "Half Daily Rate" is 50% of the Daily Rate. The Daily Rate applies to any Day over four (4) and no more than eight (8) hours ("Full Day") and the Half Daily Rate applies to any Day of four (4) hours or less ("Half Day"). A "Short-Term" Request is a Request up to and including 21 days, and a "Long-Term" Request is a Request that exceeds 21 days.
 - (b) **Amounts Due.** The "Preliminary Amount Due" is the sum of the "Estimated Daily Amounts" for each Day of the Request, based on the Daily Rate and Half Daily Rate. Swing Education will adjust each Estimated Daily Amount with relevant surcharges for overtime or if the SwingSub is not given legally-required meal or rest breaks, to arrive at "Daily Adjusted Amounts", and a total "Adjusted Amount Due".
 - (c) **Cancellation**. Request(s) accepted by a SwingSub, then canceled outside of 24 hrs of the initial work time, are not subject to any fees. If a Request is canceled less than 24 hrs from the initial work time, then the Amount Due will be subject to the Preliminary Amount Due for the first Day of the Request.
 - (d) **Invoicing.** Payment for the services of a SwingSub will be made to Swing Education according to the following. Swing Education charges and invoices, according to one of these options: Option A Deposit Model, which includes an initial deposit, and Option B Pay As You Go, as outlined in Exhibit A: Payment Options.
 - (e) Deviations from Request. While SwingSubs will be instructed to track their actual time worked, School must also inform Swing Education of any Work Deviations (from School's point of view) between the work times in a Request and actual time worked (including Work Deviations from mandated breaks) by 11:59pm on Friday of the same week of the relevant day for such Work Deviations to be reflected on an invoice, via the appropriate interface on the Platform. SwingSubs shall also have the right to submit such Work Deviations, and the actual invoice will be reconciled using all known facts about the actual time worked.



- (f) Invoice Disputes. School must identify any invoice item Dispute to Swing Education within 14 days of the invoice by emailing support@swingeducation.com, in order to Dispute such invoice item. All known facts about the actual time worked shall be used in amending such invoice items.
- 4. Recruitment & Off-Platform Use. If you wish to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder's fee. This recruitment fee does not apply to SwingSubs who previously worked directly for the School. School shall not issue off-Platform Requests to SwingSubs, including by communicating directly with a SwingSub. Making such an off-platform request is grounds for Termination with Cause. If School wishes to provide an additional (bonus) wage to a SwingSub, School will make prior arrangements with Swing Education by emailing support@swingeducation.com or via other means as directed by Swing Education. Swing Education will invoice School for such additional (bonus) wages. For additional (bonus) wages made through means other than those outlined above, Swing Education will invoice School for such additional (bonus) wage(s) plus an additional 100% handling fee.
- **5. Term and Termination.** Term. This Agreement shall be in effect for one year from the Effective Date, thereafter this Agreement shall automatically renew at the anniversary date of the Effective Date unless provided 30 days prior written notice of the intent to terminate this Agreement by either party.
 - (a) Termination for Cause. Either party may seek Termination for Cause of this Agreement at any time during its term for a breach of obligations under this Agreement. Upon timely written notice of such breach, the breaching party has 30 days to cure such breach to reasonable satisfaction of both parties. Failure to cure the breach after 30 days will allow the aggrieved party to terminate the Agreement immediately upon receipt of such written notice by the aggrieved party.
 - (b) **Termination.** This Agreement may terminate by election of either party in accordance with the above, or shall terminate naturally if School fails to seek Engagement of any SwingSub for a period of more than 9 months.
 - (c) Effect of Termination. Termination does not extinguish obligations to pay or rights to seek payment for Invoices outstanding under this Agreement. Upon termination, Swing Education shall have 30 days to reconcile all payments due, and return any remaining Account Balance. All or any portion of the Account Balance may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) pay services completed at the School in advance of the Amount Due being collected from the School.
- **6. Disclaimer of Warranties.** The Services are provided "as is" without any warranty and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose. Except as expressly set forth herein, Swing Education expressly disclaims, and you expressly release Swing Education from, any and all liability whatsoever for any damages, suits, claims and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of users on or off the Platform, including without limitation the provision of any services by any SwingSub. Furthermore, beyond the Verification set forth above, Swing Education makes no warranty, representation or condition as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs. You hereby release Swing Education from any and all liability whatsoever for any damages, suits, claims, and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of the SwingSubs while they are engaged by you, on your premises, and/or performing the duties for which you engage with them.
- **7. Insurance.** Swing Education shall, at its own cost and expense, acquire and maintain at all times while Swing Education is providing services to School, sufficient insurance to adequately protect the respective interests of the parties, including:



- (a) **Commercial General Liability** insurance, including Product Completed Operations, Personal Injury and Advertising Injury insurance of \$1M per occurrence, \$2M aggregate
- (b) **Umbrella Liability** insurance of \$2M Each Occurrence and in the Aggregate (c) **Professional** (Errors and Omissions) Liability insurance covering Swing Education's legal liability for damages arising out of Swing Education's performance of the services of \$2M per claim
- (d) Sexual Abuse & Molestation insurance of \$1M per occurrence and \$3M in the aggregate
- (e) Workers' Compensation insurance
- **8. Limitation of Liability.** Swing Education takes its verification responsibilities seriously. Our verification responsibilities are limited to those specifically outlined in Section 1, and we cannot ensure the accuracy of the results we receive from any third party. Each party to this Agreement shall defend, indemnify and hold harmless the other party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, to the extent arising out of (a) that party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by that party of any of its representations, warranties, or covenants under this Agreement, unless in either (a) or (b) the claim is proximately caused by the gross negligence or willfulness misconduct of the other party. Except as required by law, neither party will be liable to the other for more than the amount received by Swing Education from you in the twelve-month period preceding the date a claim is first asserted.
- 9. Federal & Other Mandated Obligations to SwingSubs.
 - (a) While Swing Education will be the employer of SwingSubs, because School determines the schedules of SwingSubs and directs them as to the manner and means of work on a daily basis, School agrees to treat SwingSubs similar to employees with respect to all relevant federal and other laws protecting the rights of employees.
 - (b) School shall provide a safe, clean work environment that complies with all applicable local, state and federal laws, including but not limited to, federal OSHA and equivalent state agency requirements. School agrees to treat SwingSubs in a manner similar to its own employees with respect to any situation which Swing Education cannot address due to the nature of the working relationship of the parties (e.g., Swing Education has no presence on or control of work sites). School Requests will include and incorporate any required training time so that SwingSubs will be compensated for such training. School shall indemnify and hold Swing Education harmless against and from any claims made or brought by a SwingSub or a third party as a result of School's breach of these obligations except in case of a workers' compensation claim finding.
- **10. Third Parties and Subsidiaries.** School understands that Swing Education may use third parties, such as its own subsidiaries, as well as administrative organizations ("ASOs"), and professional employer organizations ("PEOs"), to carry out its obligations under this Agreement.
- **11. Entire Agreement.** This Agreement constitutes the sole and entire agreement with respect to the subject matter contained herein, and supersedes all others, both written and oral, except as otherwise explicitly provided above. This Agreement is valid only if signed by School within 60 days of the Effective Date listed above.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

SWING EDUCATION, INC.
Michael Teng
Michael Teng CEO
Date:June 2, 2022
Email: mike@swingeducation.com
Address: 700 S. Claremont Street San Mateo, CA 94402
SCHOOL: Alum Rock School District

Name: Hilaria Bauer, PhD

Email: hilaria.bauer@arusd.org

Title: Superintendent

Date: 6/14/2022

Address: 2930 GAy Avenue San Jose, CA 95127



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

Business Services (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a: MOU (negotiated Agreement)
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: Advanced Inspections Inc Address: 381 15th Avenue City: San Francisco State: CA Zip: 94118 Phone: (510)962-2254 Email: SSN: Fed I.D. #: CONTRACT TERM: start dates June 24, 2022 end date September 30, 2022 CONTRACTOR'S OBLIGATION: Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)
* Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement. Name of Individual/Company: Advanced Inspections Inc Address: 381 15th Avenue City: San Francisco State: CA Zip: 94118 Phone: (510)962-2254 Email: SSN: Fed I.D. #: CONTRACT TERM: start dates June 24, 2022 end date September 30, 2022 CONTRACTOR'S OBLIGATION: Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)
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SSN: Fed I.D. #:
SSN: Fed I.D. #:
CONTRACT TERM: start dates June 24, 2022 end date September 30, 2022 CONTRACTOR'S OBLIGATION: Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)
CONTRACTOR'S OBLIGATION: Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)
Aptitud/ Adelante/ Renaissance/and Renaissance II Academies, San Antonio Elementary,
and Sheppard/ George Middle Schools.
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: \$28,000.00
Describe other related costs:
BUDGET CODE: xxx: 120-Aptitud 170-Sheppard 240-San Antonio 210 9503 0 6220 00 9000 8500 000000 XXX 9503 Accountant Initials
250-George Accountant Initials
APPROVALS:
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:
Site/Department Administrator: Date:
Director of Fiscal Services: Date: Date:
Asst. Supt., of Business Services: Superintendent: Date:

ADVANCED INSPECTIONS INC

381 15th Ave San Francisco, CA 94118 (510) 962-2254

June 11, 2022

To: Kolvira Chheng, Assistant Superintendent of Business Services

From: Jason Polyzos

Mr Chheng,

Please find our proposal for the DSA inspection services of the following projects:

Alum Rock Union School District – (7) Sunshade projects, DSA #'s: 01-119799, 01-119800, 01-119801, 01-119802, 01-119803, 01-119808, 01-119834

Projects Duration:

6/24/22 - 9/23/22

Project Breakdown:

Part time inspection and duties per Title 24, Part 1 (Sections 4-333 and 4-342)

Class I Inspection rate = \$125 per hour.

32 hours x \$125 = \$4000 per project

7 projects x \$4000 = \$28,000

Total contract amount: \$28,000

Sincerely,

Jason Polyzos

President, Advanced Inspections Inc.

DSA Class 1 Inspector #5818



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO:	DIVISIO	N OF BUS	INESS	SERVICE	S					CONT	RACT NO			
FRO	м: Ѕир	erintend	ent's	Office			(S	School/Dept.)		VEND	OR NO. 2262	8		
Subr	nitted by:	Dr. Hila	ria Ba	auer										
		3: The Alur ving named			mentary Sc	hool Disti	rict (ARUE	ESD), whose a	ddress is :	2930 Gay	Avenue, San Jos	e, CA 95127, and		
	Name of	Individual/	Compa	any: <u>Jess</u>	Serna									
	Address:	1203 W	Vest N	Monterey	Avenue			City: Stockto	on	St	ate: <u>CA</u> Zi _l	95204		
	Phone: (2	209)	467-7	'094			E	Email Address:						
SSN; or Fed I.D. #:														
	Mutually	agree and	d pron	nise as follo	ows:									
2.	CONTRA	CT TERM	: start	date July	1, 2022			е	nd date J	une 30, 2	2023			
3.														
	 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 coaching services and lead bargaining unit negotiator. Professional coaching for both Assistan													
	Superir	ntendent	of H	uman Res	sources a	nd Dire	ctor of h	luman Res	ources.	Lead ba	rgaining nego	tiations for		
8	all units	S												
	expresse (Invoice)	d herein, . which shall	ARUE	SD shall p	ay Contrac	tor upor 0 days fro	Contract	tor's submission of the month	on of a	properly de	ocumented dem	ayment provisions and for payment ndered, and upon		
23	a.	Fee Rate:	\$ho	urs/days of	services.	hour/da ARUESD	y of servion may, but	ce as may be is not obligate	requested ed to, req	by ARUE uest the m	SD, not to excension	ed a maximum of of hours/days of		
-	x b.	Other: \$_	3,000	0.00	(de	scribe ra	te agreem	ent) per mo	nth for c	oaching	services and	\$708.00 a		
3	day plu	s \$250.o	о ре	day for t	ravel allo	wance '	for nego	tiations						
5. <u>I</u>	BUDGET	CODE:												
[FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS, OFC Initials		
	010	0000	0	5815	00	0000	7200	000000	600	7700	\$70,000.0	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.

Contract Between Alum Rock Union Elementary School District and Jess Serna, Retired Annuitant

This contract is between Jess Serna (hereinafter called the "Retired Annuitant") having an office at 1203 W. Monterey Ave., Stockton, California and the Alum Rock Union Elementary School District (hereinafter referred to as Owner or District), having an office at 2930 Gay Avenue, San Jose, CA 95 127 California.

Whereas, the District has determined that the service of the Retired Annuitant herein specified are deemed necessary, desirable and in the best interests of the District.

Whereas, the Retired Annuitant represents that he is duly qualified and able to render the services as hereinafter described;

Now, therefore, in consideration of aforesaid premises, the parties mutually agree as follows:

- I. Amendment: No amendment or modification of the contract shall be deemed effective unless and until it is executed in writing by the parties hereto. The only officer with authority to execute an .amendment to this contract is the Retired Annuitant and the District's Governing Board or designee.
- 2. Applicable law, Jurisdiction and Venue: This contract shall be construed and interpreted according to the laws of the State of California.
- 3. Assignments: The Retired Annuitant shall neither assign transfer nor, delegate any rights, obligations or duties under the contract without prior written consent of the District.
- 4. Attorney Fees: The parties agree that in the event of a dispute, each party will bear its own cost of litigation and attorney's fees.
- 5. Compliance with Applicable Laws: Retired Annuitant and District shall comply with all applicable statutes, laws, ordinances, codes, order rules, regulations, proclamations, and other governmental requirements, all the aforementioned provisions are incorporated by reference.
- 6. Compliance with District Regulations: Retired Annuitant and District shall comply with all District policies and regulations.

- 7. Contract Term: This contract shall become effective as of July 1, 2022 and shall continue in full force and effect until June 30, 2023 unless terminated by the Retired Annuitant or District upon giving 30 day written notice.
- 8. Entire Agreement: This contract constitutes the entire agreement between the parties.
- 9. Fee Schedule: The District shall pay Retired Annuitant a daily rate of \$708 for work completed under this agreement and a daily mileage and travel allowance of \$250.00 per day while in work status. Payment shall be made via the District's payroll and accounts payable processes. The daily rate is based on a 7.5 hour work day at a hourly rate of \$95.00 and partial days will be paid at the rate of \$47.50 per hour. Retired Annuitant shall submit a timesheet for each day for which fees/compensation is sought detailing the date the work was performed, a reasonable description of the tasks performed, and the amount of time spent on the task in 1/10th of an hour increments.
- 10. Expense Reimbursement: The District shall reimburse Retired Annuitant for reasonable per diem expenses in accordance with the District's policies in performing services under this agreement. District also shall reimburse Retired Annuitant for costs of meals and lodging as authorized by District when travel is required to attend meetings and conferences.
- 11. Notices: Any notice required to be given under this contract shall be sent by certified mail to the parties at the following addresses:

To: Alum Rock Union Elementary School District
Dr. Hilaria Bauer, Superintendent
2930 Gay Avenue
San Jose, CA 95127

To:: Jess Serna
1203 W. Monterey Ave
Stockton, CA 95204
(209) 993-4587

- 12. Relationship: The parties agree that the Retired Annuitant is an employee classified as a retired annuitant. The Retired Annuitant and District shall be responsible for their respective statutory payroll related costs. The Retired Annuitant shall not participate in group insurance plans which may be available to employees of the District, participation in the public employees retirement system, accumulation of vacation or sick leave.
- 13. Reporting: The Retired Annuitant shall report directly to the District Superintendent or designee.

- 14. Scope of Work: The Retired Annuitant shall perform services in the area of school district human resources. All work shall be done in a good and workmanlike manner in accordance with industry standards.
- 15. Work Schedule: It is understood that due to the fluid nature and the demands of the District the Retired Annuitant's work schedule may vary. A flexible work week averaging two (2) to three (3) days per week is anticipated by both parties.
- 16. Work Space: District shall provide Retired Annuitant with suitable work space and access to the District's office equipment, network, internet, and financial systems.

ALUM ROCK UNION SCHOOL DISTRICT

Ву	
Printed Name:	Dr. Hilaria Bauer
Title: Superinte	endent
Date:	

RETIRED ANNUITANT - JESS SERNA

Date:

1

Printed Name: Jess Serna Retired
Title: Human Resources Consultant

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: Current Enrollme	ent.		
Information Only			
Submitted by: Hilaria B	auer, Ph.D.	Title:	Superintendent
To the Board of Truste	ees:	Meeting:	June 23, 2022 Regular Board Meeting
Agenda Pla		_	Hilana Bauer, Ph.D., Superintendent
	DISPOSITION	BY BOARD (OF TRUSTEES
Motion by:		Second	ded by:
Approved:	Not Appro	ved:	Tabled:



Maribel Carrillo <maribel.carrillo@arusd.org>

Enrollment for Friday 6/10/2022

1 message

Doug Durham <douglas.durham@arusd.org>

Fri, Jun 10, 2022 at 5:05 PM

To: Executive Cabinet <executive.cabinet@arusd.org>, Norma Flores <norma.flores@arusd.org>, Cynthia Duran <cynthia.duran@arusd.org>, Jesus Araujo <jesus.araujo@arusd.org>, Tereasa Smith <tereasa.smith@arusd.org>

Hello All - We finish the regular 21-22 school year today with these enrollment numbers:

Master Enrollment

as of Jun 10, 2022 4:00:49 PM

Cassell ES 0 19 46 44 31 39 49 61 0 0 0 289 16 305 0 Chavez ES 0 15 43 45 72 69 73 70 0 0 0 387 7 394 20 Cureton ES 0 8 34 37 35 48 39 53 0 0 0 254 20 274 0 Dorsa ES 0 14 40 45 48 48 61 55 0 0 0 311 18 329 0 Hubbard K-8 0 19 36 50 43 52 77 64 56 55 40 492 0 492 11 Linda Vista ES 0 21 68 88 69 67 51 66 0 0 0 430 21 451	
Aptitud K-8 0 9 35 45 46 55 47 48 48 35 38 406 7 413 0 Cassell ES 0 19 46 44 31 39 49 61 0 0 0 0 289 16 305 0 Chavez ES 0 15 43 45 72 69 73 70 0 0 0 387 7 394 20 Cureton ES 0 8 34 37 35 48 39 53 0 0 0 0 254 20 274 0 Dorsa ES 0 14 40 45 48 48 61 55 0 0 0 311 18 329 0 Hubbard K-8 0 19 36 50 43 52 77 64 56 55 40 492 0 492 11 Linda Vista ES 0 21 68 88 69 67 51 66 0 0 0 0 430 21 451 5 LUCHA ES 0 11 32 35 46 39 46 41 0 0 0 0 287 9 296 30 Lyndale ES 0 21 49 46 38 43 49 41 0 0 0 0 287 9 296 30	491
Cassell ES 0 19 46 44 31 39 49 61 0 0 0 289 16 305 0 Chavez ES 0 15 43 45 72 69 73 70 0 0 0 387 7 394 20 Cureton ES 0 8 34 37 35 48 39 53 0 0 0 254 20 274 0 Dorsa ES 0 14 40 45 48 48 61 55 0 0 0 311 18 329 0 Hubbard K-8 0 19 36 50 43 52 77 64 56 55 40 492 0 492 11 Linda Vista ES 0 21 68 88 69 67 51 66 0 0 0 430 21 451 5 LUCHA ES 0 11 32 35 46 39 46	286
Chavez ES 0 15 43 45 72 69 73 70 0 0 0 0 387 7 394 20 Cureton ES 0 8 34 37 35 48 39 53 0 0 0 0 254 20 274 0 Dorsa ES 0 14 40 45 48 48 61 55 0 0 0 0 311 18 329 0 Hubbard K-8 0 19 36 50 43 52 77 64 56 55 40 492 0 492 11 Linda Vista ES 0 21 68 88 69 67 51 66 0 0 0 0 430 21 451 5 LUCHA ES 0 11 32 35 46 39 46 41 0 0 0 0 287 9 296 30 Lyndale ES 0 21 49 46 38 43 49 41 0 0 0 0 287 9 296 30	413
Cureton ES 0 8 34 37 35 48 39 53 0 0 0 254 20 274 0 Dorsa ES 0 14 40 45 48 48 61 55 0 0 0 311 18 329 0 Hubbard K-8 0 19 36 50 43 52 77 64 56 55 40 492 0 492 11 Linda Vista ES 0 21 68 88 69 67 51 66 0 0 0 430 21 451 5 LUCHA ES 0 11 32 35 46 39 46 41 0 0 0 250 0 250 0 Lyndale ES 0 21 49 46 38 43 49 41 0 0 0 287 9 296 30	305
Dorsa ES 0 14 40 45 48 48 61 55 0 0 0 311 18 329 0 Hubbard K-8 0 19 36 50 43 52 77 64 56 55 40 492 0 492 11 Linda Vista ES 0 21 68 88 69 67 51 66 0 0 0 430 21 451 5 LUCHA ES 0 11 32 35 46 39 46 41 0 0 0 250 0 250 0 Lyndale ES 0 21 49 46 38 43 49 41 0 0 0 287 9 296 30	414
Hubbard K-8 0 19 36 50 43 52 77 64 56 55 40 492 0 492 11 Linda Vista ES 0 21 68 88 69 67 51 66 0 0 0 0 430 21 451 5 LUCHA ES 0 11 32 35 46 39 46 41 0 0 0 0 250 0 250 0 Lyndale ES 0 21 49 46 38 43 49 41 0 0 0 0 287 9 296 30	274
Linda Vista ES 0 21 68 88 69 67 51 66 0 0 0 430 21 451 5 LUCHA ES 0 11 32 35 46 39 46 41 0 0 0 250 0 250 0 Lyndale ES 0 21 49 46 38 43 49 41 0 0 0 0 287 9 296 30	329
LUCHA ES 0 11 32 35 46 39 46 41 0 0 0 250 0 250 0 Lyndale ES 0 21 49 46 38 43 49 41 0 0 0 0 287 9 296 30	503
Lyndale ES 0 21 49 46 38 43 49 41 0 0 0 287 9 296 30	456
	250
McCollam ES 0 19 65 61 71 65 63 72 0 0 0 416 24 440 0	326
11 03 01 /1 03 03 /2 0 0 1 10 0 0 1 10 0 0 0 0 0 0 0 0 0 0	440
Meyer ES 0 20 46 30 44 40 44 40 0 0 0 268 19 287 12	299
Painter ES 0 25 60 51 46 47 44 47 0 0 0 320 0 320 0	320
Russo McEntee ES 0 16 46 48 47 47 56 60 0 0 0 320 29 349 0	349
Ryan ES 0 14 37 40 55 34 38 34 0 0 0 252 11 263 0	263
San Antonio ES 0 12 29 43 41 47 48 42 0 0 0 262 9 271 0	271
George MS 0 0 0 0 0 0 0 0 118 142 150 410 1 411 0	411
Ocala MS 0 0 0 0 0 0 0 0 114 120 133 367 14 381 0	381
Renaissance 1 MS 0 0 0 0 0 0 0 0 118 131 162 411 16 427 0	427
Renaissance 2 MS 0 0 0 0 0 0 0 138 154 178 470 8 478 0	478
Sheppard MS 0 0 0 0 0 0 0 0 167 148 182 497 5 502 0	502
0 282 771 817 833 843 867 869 809 851 934 7876 234 8110 78	8188
Jun 10, 2022 - 1 -	

Included Above: Independent Study Enrollment

as of Jun 10, 2022 4:00:19 PM

as of Jun 10, 20.	22 4.	00:19	PIVI													
School	T4	TK	00	01	02	03	04	05	06	07	08	Total W/O SDC	SDC	Total W/ SDC	PK	TTL W/ SDC & PK
Chavez ES	0	6	21	16	31	25	28	24	0	0	0	151	7	158	0	158
Renaissance 2 MS	0	0	0	0	0	0	0	0	29	31	30	90	1	91	0	91
	0	6	21	16	31	25	28	24	29	31	30	241	8	249	0	249
Jun 10, 2022								- 1	-							4:00:19 PM

And here is the outlook for 22-23 as it now stands, with a total of 692 in T4-TK-K:

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	26	52	48	50	50	64	0	0	0	294	13	307	1	308
Adelante 2 Elementary	482	4	16	41	52	50	48	46	31	0	0	0	288	1	289	0	289
Adelante Dual Language Immersion Academy	480	1	3	23	53	60	56	57	51	0	0	0	304	0	304	0	304
Aptitud Community Academy at Goss	412	2	1	14	28	44	48	57	52	0	0	0	246	1	247	0	247
Ben Painter Elementary School	416	12	15	37	63	54	47	48	46	0	0	0	322	1	323	1	324
Cesar Chavez Elementary School	406	2	5	20	0	0	0	0	0	0	0	0	27	0	27	19	46
Donald Meyer Elementary School	418	3	3	28	48	31	49	42	47	0	0	0	251	16	267	12	279
Horace Cureton Elementary School	401	0	7	24	37	45	43	50	44	0	0	0	250	12	262	3	265
Learning in an Urban Community with High Achievement	470	3	9	23	32	39	54	46	48	0	0	0	254	0	254	0	254
Linda Vista Elementary School	402	5	12	42	74	85	71	72	62	0	0	0	423	24	447	9	456
Lyndale Elementary School	403	3	3	40	53	51	39	46	47	0	0	0	282	21	303	25	328

/15/22, 9:40 AM	Alum	ı Ro	ckUn	ion E	leme	ntary	Scho	ol Di	strict	Mail	- Enr	rollment	for Friday 6/10/2	022		
Millard McCollam Elementary School	404	9	10	42	64	62	76	68	69	0	0	0	400 9	409	3	412
O.S. Hubbard Elementary School	408	3	2	30	39	52	43	53	80	0	0	0	302 3	305	3	308
Russo/McEntee	475	1	5	39	52	49	50	49	53	0	0	0	298 24	322	3	325
San Antonio Elementary School	424	3	9	31	49	61	76	83	82	0	0	0	394 9	403	1	404
Sylvia Cassell Elementary School	420	3	3	30	46	46	35	47	51	0	0	0	261 13	274	2	276
Thomas P. Ryan Elementary School	410	1	13	27	39	44	54	36	45	0	0	0	259 12	271	1	272
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	53	142 0	142	0	142
Aptitud Academy	432	0	0	0	0	0	0	0	0	48	49	37	134 6	140	0	140
Joseph George Middle School	425	0	0	0	0	0	0	0	0	148	126	149	423 13	436	0	436
O.S. Hubbard Middle School	428	0	0	0	0	0	0	0	0	66	58	52	176 0	176	0	176
Ocala Middle School	426	0	0	0	0	0	0	0	0	125	119	129	373 20	393	0	393
Renaissance Academy	490	0	0	0	0	0	0	0	0	84	122	139	345 15	360	0	360
Renaissance at Mathson	491	0	0	0	0	0	0	0	0	103	112	130	345 13	358	0	358
William Sheppard Middle School	417	0	0	0	0	0	0	0	0	187	175	155	517 10	527	0	527
	Totals	56	119	517	781	821	839	850	872	832	813	854	7,354 236	7,590	83	7,673
Jun 10, 2022								1								4:57:35 PM

Best regards,

Doug Durham • Student Data Coordinator • Alum Rock School District • 2930 Gay Avenue, San José, CA 95127 • (408) 928-6913