ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
July 8, 2021

Thursday, July 8, 2021
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA
Time: 5:30 p.m.
Code: Regular #01-21/22

PURSUANT TO GOVERNOR GAVIN NEWSON'S EXECUTIVE ORDERS NO.N-08-21 dated June 11, 2021, The July 8, 2021, REGULAR BOARD MEETING WILL BE CONDUCTED EXCLUSIVELY VIA CONFERENCE TELEPHONE AND THROUGH "ZOOM" VIDEO CONFERENCING. THE DISTRICT OFFICE AND BOARD ROOM WILL NOT BE OPEN AND AVAILABLE FOR THE PUBLIC TO ATTEND AND PARTICIPATE IN THE BOARD MEETING AT THE DISTRICT OFFICE. MEMBERS OF THE PUBLIC MAY PARTICIPATE AND COMMENT IN OPEN SESSION THROUGH THE FOLLOWING MEANS:

1. Zoom - Live Board Meeting and use "Raise Hand" function to request opportunity to make a comments.
2. THE ZOOM MEETING CAN BE ACCESSED AS FOLLOWS:
Join Zoom Meeting https://us02web.zoom.us/j/84873036585
One tap mobile
+16699006833, Meeting ID:848 7303 6585# 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 / PLEDGE OF ALLEGIANCE -- BOARD PRESIDENT CORINA HERRERA-LOERA.

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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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 CSBA Membership Dues, Period from July 1, 2021 through June 30, 2022, $14,280.00. Dues not processed before September 15, 2021 will result in a disruption of services.

4.02 Approve CSBA Educational Legal Alliance (ELA) Membership Dues, Period from July 1, 2021 through June 30, 2022, $3,570.00. Dues not processed before September 15, 2021 will result in a disruption of services.

4.03 Approve CSBA Gamut Policy Plus Service, Period from July 1, 2021 through June 30, 2022, $3,485.00. Services must be renewed by September 15, 2021 to keep uninterrupted access to service.

4.04 Approve CSBA GAMUT Online, Period from July 1,2021 through June 30, 2022, $3,445.00. Services must be renewed by September 15, 2021 to keep uninterrupted access to service.

4.05 Approve Out of State Travel, 2021 National Superintendent Forum, San Antonio, TX, September 18-21, 2021, for Dr. Bauer. Cost $1,000.00.

4.06 Approve the District Governance Handbook.

4.07 Discussion and/or Action to Reduce Board Members' Compensation per Education Code §35120

5. 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.)

5.01 Approve Quarterly Report on Williams Uniform Complaints.

5.02 Approve School Plan for Student Achievement (SPSA) 2021-2022 (School plans are available in the Board Library for review).

5.03 Approve Adoption of Early Literacy Support Block Grant, Literacy Action Plan.

5.04 Approve California State Preschool Program (CSPP) Contract CSPP-1550.

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

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

5.07 Approve ARUESD 2021-22 Instructional Calendar.

5.08 Approve Start and End Times for the School Year 2021-22.

6. 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.)

6.01 Resignations (Information Only).

6.02 Ratify Payments to Teamsters Child Nutrition Services Workers for Meal Transportation.

6.03 Approve the Revision of the Confidential Salary Schedule.

7. CONSENT/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.)

7.01 Approve the Sunbelt Staffing Contract for the 2021-2022 SY. This contract is for Occupational, Speech and Mental Health Services. Submitted by: Special Education Department, $394,120 dollars.

7.02 Approve the Citizen Schools ASES Contract for the 2021-2022 SY. This contract is to provide after school support services. Submitted by: State & Federal Department, $339,319 dollars.

7.03 Approve the Think Together ASES Contract for the 2021-2022 SY. This contract is to provide after school services. Submitted by: State & Federal Department, $860,231 dollars.

7.04 Approve the YMCA of Silicon Valley East Valley Branch ASES Contract for the 2021-2022 SY. This contract is for after school services. Submitted by: State & Federal Department, $254,381 dollars.

7.05 Approve the Imagine Learning Contract for the 2021-2022 SY. This contract is for TK – Grade 2 Language and Literacy Licenses and Professional Development Services. Submitted by: Academic Services, $267,000 dollars.

7.06 Approve the South County Support Services Agency Piggyback Bid Contract #1819-SC11-01 for the purchase of eight (8) school buses. Submitted by: Transportation, $627,217.88 dollars.

7.07 Approve the City Year San Jose ASES Contract for SY 2021-2024. This is a three year contract for after school services that will provide a comprehensive program including homework support and enrichment activities for students at various sites. Submitted by: State & Federal Programs, $4,452,453 (cost per year, $1,484,151) dollars.

7.08 Approve the City Year San Jose Contract for SY 2021-2024. This is a three year contract for school day services that includes providing English Language Arts and Math support during the regular school day for targeted students. Submitted by: State & Federal Programs, $1,147,500 (cost per year, $382,500) dollars.

8. Contract Extensions over $100,000--BOARD DISCUSSION AND/OR ACTION.

8.01 Approve the Contract Extension for the 2020-2021 SY with Maxim Healthcare Staffing for Behavior Therapy Services. Submitted by: Special Education, $33,000 dollars.

9. 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.)

9.01 Approve Contracts for Professional Services -Firms/Organizations.

9.02 Approve Resolution No. 01-21/22 Inventory Disposal.

9.03 Approve/Ratify Notices of Employment and Changes of Status/July 8, 2021/Human Resources Department.

10. CLOSED SESSION

10.01 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.

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

10.03 CONFERENCE WITH LEGAL COUNSEL—PENDING LITIGATION Litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: Four cases

10.04 CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of section 54956.9: one (1) potential case.

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

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

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

10.08 DISCUSSION/ACTION: PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: Confidential Administrative Assistant/Human Resources.

11. RECONVENE TO OPEN SESSION-VIA ZOOM

11.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

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. ADJOURNMENT

13.01 President adjourns the meeting.

14. NEXT MEETING(S)

14.01 August 12, 2021 (2021-22 School Year).

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

4.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve CSBA Membership Dues, Period from July 1, 2021 through June 30, 2022, $14,280.00. Dues not processed before September 15, 2021 will result in a disruption of services.

Approve

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

To the Board of Trustees: Meeting: July 8, 2021
Regular Board Meeting

Approve

4.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California School Boards Association
(916) 371-4691

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

Invoice Number	Invoice Date	PO #
INV-55164-Q6M2L6	5/28/2021	

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

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

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2021 - 06/30/2022)	$14,280.00	1.00	$14,280.00	
ELA	ELA Membership (07/01/2021 - 06/30/2022)	$3,570.00	1.00	$3,570.00	

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

Total Invoice: $17,850.00 **Total Paid:** $0.00 **Balance Due:** $17,850.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT

California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100797	**INV-55164-Q6M2L6**	**05/28/2021**		**$17,850.00**

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

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

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

4.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve CSBA Educational Legal Alliance (ELA) Membership Dues, Period from July 1, 2021 through June 30, 2022, $3,570.00. Dues not processed before September 15, 2021 will result in a disruption of services.

Approve

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

To the Board of Trustees: Meeting: July 8, 2021
Regular Board Meeting

Approve

4.02

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California School Boards Association
(916) 371-4691

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

Invoice Number	Invoice Date	PO #
INV-55164-Q6M2L6	5/28/2021	

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Ship To:
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2930 Gay Ave
San Jose, CA 95127-2322
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2021 - 06/30/2022)	$14,280.00	1.00	$14,280.00	
ELA	ELA Membership (07/01/2021 - 06/30/2022)	$3,570.00	1.00	$3,570.00	

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

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California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100797	**INV-55164-Q6M2L6**	**05/28/2021**		**$17,850.00**

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

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

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

4.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve CSBA Gamut Policy Plus, Period from July 1, 2021 through June 30, 2022. $3,485.00 Services must be renewed by September 15, 2021 to keep uninterrupted access to service.

Approve

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

To the Board of Trustees: Meeting: July 8, 2021
Regular Board Meeting

Approve

4.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California School Boards Association
(916) 371-4691

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

Invoice Number	Invoice Date	PO #
INV-56224-Y2K5K3	5/28/2021	

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

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

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
GAMUT/POLICY/PLUS	Gamut Policy Plus (07/01/2021 - 06/30/2022)	$3,485.00	1.00	$3,485.00	Net 30
GAMUT/POLICY	Gamut Policy (07/01/2021 - 06/30/2022)	$3,445.00	1.00	$3,445.00	Net 30

WAIT! Have you renewed your CSBA Membership for 2021/2022? Only CSBA members enjoy exclusive access to GAMUT and our valuable trainings and services. Don't forget to renew your CSBA membership by September 15 to maintain uninterrupted access.

You should have also received a GAMUT service agreement with your renewal packet. Please email signed agreements to gamut@csba.org.

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

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT

California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100797	**INV-56224-Y2K5K3**	**05/28/2021**	**Net 30**	**$6,930.00**

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

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

CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT

This Agreement is entered by and between the California School Boards Association ("CSBA") and Alum Rock Union ESD of San Jose, California ("Subscriber") for the use of CSBA's GAMUT services in accordance with the terms and conditions contained herein. This Agreement shall become effective (the Effective Date") upon the execution and delivery hereof by the parties hereto.

1. Term and Renewal. CSBA shall provide the services described in this Agreement on an annual basis from July 1st to June 30th. This Agreement shall commence as of the Effective Date and shall continue in effect until June 30th of the same year (such initial term referred to in this Agreement as the "Initial Term"). THEREAFTER, THE TERM OF THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED ANNUALLY FOR AN ADDITIONAL ONE (1) YEAR TERM FROM JULY 1st to JUNE 30th (referred to in this Agreement as a "Renewal Term") UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM HEREOF.

2. Grant of License. Subject to the TERMS OF SERVICE and PRIVACY NOTICE located at https://simbli.eboardsolutions.com/termsofservice.pdf and https://eboardsolutions.com/privacy-statement/, Subscriber is hereby granted a non-exclusive, non-transferable, non-assignable, non-sub-licensable license to access GAMUT (the "Service") through the website provided by CSBA (the "Site"). All rights not specifically granted to Subscriber by this Agreement are reserved to CSBA.

3. Fees. For the license, Service, and training and support received pursuant to this Agreement, Subscriber agrees to pay CSBA the annual fees and set-up conversion fees described in Attachment A. Fees are calculated on annual fiscal year periods, pro-rated for a July 1 renewal, that begin on the subscription start date and each fiscal year anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. To renew this Agreement after the Initial Term, Subscriber shall pay the applicable annual fee, in full. Fees for Renewal Terms may be subject to change. CSBA reserves the right to withhold or cancel access to GAMUT if said fees are not paid within 60 days of Subscriber's receipt of an invoice from CSBA.

4. User Accounts. Subscriber is authorized to create an unlimited number of user accounts for its employees and officers. Third party user access is prohibited. Subscriber is responsible for creating user accounts, determining access levels for each user, and informing all users of their obligations and responsibilities pursuant to this Agreement and the Terms of Service. Subscriber shall take reasonable measures to prevent unauthorized access to the Service, including protecting usernames, passwords and other log-in information.

5. Training and Technical Support. All logged in users of the Service will have 24/7/365 access to the online user guide, including the Knowledge Base and Training Webinars and Videos. Additional training materials, webcasts and videos may be available through CSBA. Upon receipt of this signed Agreement, when applicable, CSBA will contact Subscriber to set up Subscriber's Site and to schedule any applicable training. Upon request, CSBA may provide onsite training at the Subscriber's facility, subject to any training fees described in Paragraph 3 and Attachment A of this Agreement. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training. CSBA will provide timely support to Subscriber for the Service. CSBA shall not be responsible for supporting network, infrastructure, computing devices, or any third-party software applications installed on Subscriber's devices.

6. Proprietary Rights. Subscriber acknowledges that the Service, the Site, and all software and intellectual property used to create or maintain the Service or the Site are confidential and constitute trade

secrets and proprietary information. Subscriber has a right to access Subscriber's information hosted or stored on the Service but acknowledges and agrees that it holds no proprietary rights related to the Service or the Site. Any documents or files created by Subscriber on or uploaded by Subscriber to the Site belong to Subscriber, and Subscriber may use them as it sees fit, subject to applicable state and federal law and local policy. Subscriber agrees not to:

(a) Modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law;

(b) Circumvent any user limits or other timing, use or functionality restrictions built into the Services;

(c) Remove any proprietary notices, labels, or marks from the Services (except to the extent Reseller is so permitted to for the purposes of re-branding the Services);

(d) Frame or mirror any content forming part of the Services; or

(e) Access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services that are established as intellectual property or proprietary information; or to authorize or attempt to do any of the foregoing. Subscriber agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the license or any right granted thereby, including permitting the use or dissemination of documentation related to the Service, to any other party, either during the term of this Agreement or at any time thereafter.

7. Data and Records. CSBA has no responsibility or liability for the accuracy of documents, files, data, or information uploaded to the Service or provided by Subscriber or Subscriber's users. For the duration of this Agreement, CSBA agrees to take reasonable steps to preserve and protect Subscriber information uploaded to the Service. For as long as Subscriber continues to subscribe to the Service, CSBA agrees to store Subscriber's data. CSBA may delete all of Subscriber's stored information ninety (90) days after the termination of this Agreement. Upon request by Subscriber made within ninety (90) days after the effective date of termination or expiration of the Service, CSBA will make available to Subscriber an export of Subscriber's data in a format determined by CSBA at no fee, or in a format requested by the Subscriber for a mutually agreed-upon fee not to exceed the additional cost of exporting to the requested format. After such ninety (90) day period, CSBA shall have no obligation to maintain or provide any of such Subscriber data and thereafter, unless legally prohibited, may delete all of such data on the Site systems or otherwise in CSBA's possession or under CSBA's control.

Subscriber acknowledges that documents, data, and information uploaded to the Service are not an official record and acknowledges its responsibility to create an archive of such materials when Subscriber desires them to serve as official Subscriber records. Subscriber agrees not to hold CSBA liable for any damage to, any deletion of, or any failure to store Subscriber information. CSBA is not the custodian of Subscriber's records for any purpose and will direct any third-party request for Subscriber's information or records to Subscriber. In the event Subscriber records are requested pursuant to a lawfully issued subpoena or court order, to the extent possible, CSBA agrees to inform Subscriber prior to responding.

Notwithstanding the provisions of this Agreement, CSBA may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data related to Subscriber's use of the Service.

8. Warranty. CSBA warrants that the Service will work in substantial accordance with purposes expressed in the Grant of License clause above. CSBA provides no other warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, accuracy, and fitness for a particular purpose. Subscriber assumes all responsibility to provide and upgrade any hardware, computer operating system and/or software required to access GAMUT. CSBA does not warrant that functions contained in GAMUT will meet Subscriber's business requirements or that the operation of the service will be uninterrupted or error free.

9. Limit of Liability. IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, SUBSCRIBER'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY LICENSEE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE USE OR INABILITY TO USE GAMUT OR THE SERVICE. SUBSCRIBER AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE A REASONABLE ESTIMATION OF ANY LOSS SUBSCRIBER MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.

10. Termination. This Agreement may be terminated by either party by giving the other party 60 days written notice. CSBA may also terminate this Agreement if Subscriber breaches any provision of this Agreement. If termination results from Subscriber's breach the annual fee, or any portion thereof, will not be refunded by CSBA. If termination results from Subscriber's written request, CSBA shall refund the pro rata portion of the annual fee for the balance of the fiscal year (July 1 - June 30) outstanding at the date of such termination. Termination for Subscriber's breach shall not alter or affect CSBA's right to exercise any other remedies available in law or equity for the breach.

11. Compliance with Laws. Subscriber is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.

12. Indemnification and Duty to Defend. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain Subscriber's records from CSBA which is opposed by Subscriber, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by Subscriber. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

13. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and Subscriber.

14. Modification. The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

California School Boards Association	**Alum Rock Union ESD**
Elaine Yama-Garcia, Esq. Assistant Executive Director Policy & Governance Technology Services	Signature Printed Name
6/2/2021 Date	Title Date

CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT

ATTACHMENT A

Subscriber is contracting for the Services and GAMUT Modules described in this Attachment. This Attachment may be updated to add or remove the specific GAMUT Modules that Subscriber is contracting for. By signing this Attachment Subscriber agrees to pay the fees described herein pursuant to the terms this Agreement. Any pro-rated reduction in fees or discounts will be indicated on the invoice. Annual subscriptions may be subject to change and services shall automatically renew unless either party gives written notice of non-renewal to the other party in accordance with the terms of this Agreement.

1. Annual Subscriptions. Subscriber agrees to pay the following annual fees for modules provided through GAMUT:

Module	Annual Fee
GAMUT Policy	$3,445 (Existing Service)
GAMUT Policy Plus	$3,485 (Existing Service)
GAMUT Meetings	Currently not subscribed

GAMUT Policy provides Subscriber with online access to CSBA's Sample Policy Manual, including sample policies, regulations, bylaws, and exhibits and links to related policy resources.[1] The sample policies, regulations, bylaws, and exhibits to which Subscriber is given access are CSBA's proprietary materials, they are provided for the Subscriber's sole use, and may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's prior written consent. By signing this Attachment Subscriber agrees not to share or reproduce CSBA's Sample Policy Manual or to use any part thereof in any training or presentation without CSBA's prior written consent. Subscriptions to GAMUT Policy without GAMUT Policy Plus or GAMUT Meetings do not include and individual Subscriber Site. Subscribers to GAMUT Policy may access CSBA's Sample Policy Manual through CSBA's GAMUT site. A link to the site and user accounts will be provided upon execution of this Agreement.

GAMUT Policy Plus provides subscribers access to CSBA Policy Manual Consultants during regular CSBA business hours for assistance with policy issues relating to the CSBA Sample Policy Manual and any updates to the CSBA Sample Policy Manual. Such consultation may include: (a) suggestions regarding editing, use and placement of policies within Subscriber's local policy manual, and/or (b) review of and suggestions regarding proposed policies, regulations and bylaws that are unique to the Subscriber. Such review is not intended to be and is not a substitute for advice from legal counsel. Consultation does not include drafting original policy language for the Subscriber. CSBA controls the "codification" of policies related to CSBA's Sample Policy Manual and reserves the right change the policy number and/or title of any policy related to CSBA's Sample Policy Manual in GAMUT.

[1] CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific legal situations. Subscriber is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

2. Training and Set Up Fees. Subscriber agrees to pay the following fees for the set up their GAMUT site and individual onsite training:

Site Set Up Fee[2]	N/A
On Site Training Fee[3]	N/A

California School Boards Association

Elaine Yama-Garcia, Esq.
Assistant Executive Director
Policy & Governance Technology Services

6/2/2021
Date

Alum Rock Union ESD

Signature

Printed Name

Title

Date

[2] Site setup fees do not include any data conversion. Separate charges for data conversion may apply. CSBA will consult with Subscriber before any such charges are incurred.
[3] On Site Training fees do not include the cost of the CSBA trainer's travel expenses. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training.

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: Approve CSBA Gamut Online Period from July 1, 2021 through June 30, 2022. $3,445.00 Services must be renewed by September 15, 2021 to keep uninterrupted access to service.

Approve

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

To the Board of Trustees: Meeting: July 8, 2021
Regular Board Meeting

Approve

4.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California School Boards Association
(916) 371-4691

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

Invoice Number	Invoice Date	PO #
INV-56224-Y2K5K3	5/28/2021	

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

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

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
GAMUT/POLICY/PLUS	Gamut Policy Plus (07/01/2021 - 06/30/2022)	$3,485.00	1.00	$3,485.00	Net 30
GAMUT/POLICY	Gamut Policy (07/01/2021 - 06/30/2022)	$3,445.00	1.00	$3,445.00	Net 30

WAIT! Have you renewed your CSBA Membership for 2021/2022? Only CSBA members enjoy exclusive access to GAMUT and our valuable trainings and services. Don't forget to renew your CSBA membership by September 15 to maintain uninterrupted access.

You should have also received a GAMUT service agreement with your renewal packet. Please email signed agreements to gamut@csba.org.

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

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT

California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100797	**INV-56224-Y2K5K3**	**05/28/2021**	**Net 30**	**$6,930.00**

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

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

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

4.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve Out of State Travel, 2021 National Superintendent Forum, San Antonio, TX, September 18-21, 2021, for Dr.Bauer. Cost $1,000.00.

Approve

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

To the Board of Trustees: Meeting: July 8, 2021
Regular Board Meeting

Approve

4.05
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

[CLICK HERE] for the Travel Approval Tutorial/Quick Guide

Ref#:0000014

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

TRAVEL APPROVAL FORM

Attach Supporting Documents

Date of Request: 06/30/2021 Travel Type: Conference/Workshop Out of State?: Yes

1. Program Manager / Principal Signature: Corina Herrera- Loera Dept. / School Site: DEPT - Superintendent's Office
2. Title of Conference / Meeting: 2021 National Superintendents Forum
3. Location: Grand Hyatt San Antonio Riverwalk Hotel City/State San Antonio, TX
4. Purpose: To attend 2021 National Superintendents Forums
5. Date (s) of Conference / Meetings: September 19th-21st, 2021
6. Departure Date / Time: 09/18/2021 10:05 AM Return Date / Time: 09/21/2021 2:40 PM
7. District Office Supervisor Approval: _____ Date _____
8. Human Resources:

Names(s) of Employees Attending	Sub? Yes No	Bilingual Yes No	Sub Request?: (Name)	Job Number
Hilaria Bauer	No	No		

Substitute: ☐ Available ☐ Unavailable ☐ No Sub Needed Sub. Assignment Asst. Approval: _____

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG
010	0000	0	5200	00	0000	0000	7100	710	7110

Human Resources Dept. Approval: _____

_____
Human Resources Approval Date

9. **SECTION BELOW MUST BE COMPLETED**

Cost Description	Total Estimated Costs	Description
Transportation	$500.00	
Registration	0.00	
Lodging	0.00	
Meals	300.00	
Shuttle / Parking	200.00	
Other	0.00	
Total	$1,000.00	

Attach Conference/Workshop/Meeting Information, Registration Form(s), Quote(s) I have attached

10. Account code

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG
010	0000	0	5200	00	0000	0000	7100	710	7110

11. _____
Accountant Approval

_____
Superintendent Approval for All Out of State Travel

_____
Purchasing Approval

Board Meeting Date: _____

1. This form must be completed and submitted at least 60 days prior to the proposed trip.
2. All approvals must be obtained BEFORE travel arrangements are made and requisition is entered.
3. For questions, please contact Purchasing at x6845 or purchasing@arusd.org.

12. Additional Attendees:

Names(s) of Employees Attending	Sub? Yes No	Bilingual Yes No	Sub Request?: (Name)	Job Number

Comments

4.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve the Board Governance Handbook.

Approve

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

To the Board of Trustees: Meeting: July 8, 2021
Regular Board Meeting

Approve

4.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Governance Handbook

Board Approved:

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

Superintendent:
Hilaria Bauer, Ph.D.

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E. CODE OF CONDUCT

A. ~~MISSIONS~~VISION, ~~VISION~~MISSION, COMMITMENTS, PURPOSE, CORE BELIEFS AND PRIORITIES AND GOALS

OUR ~~MISSION~~VISION:

~~[to be inserted]~~**All Alum Rock will be ready for the future, in a diverse and competitive world.**

OUR ~~VISION~~ MISSION FOR THE DISTRICT:

~~[to be inserted]~~**Together with stakeholders, we provide Alum Rock students with high quality twenty first century learning that builds upon our culturally diverse community to prepare our students to be life long learners and compete for the careers of the future.**

~~OUR COMMITTMENTS~~GUIDING PRINCIPLES:

- Our students are always at the center of our thinking and decision-making. We focus on producing students who will become valuable and productive members of our community by emphasizing practical skills and cultural activities.
- Our great diversity — our students, employees, and school board are from linguistically and culturally rich backgrounds – which is one of our District's greatest strengths.
- We acknowledge that our community is confronted with many challenges and we choose to see those challenges as opportunities to build resourcefulness creatively and resilience in order to better prepared to take on our futures.
- Attracting, hiring and supporting a diverse group of high caliber employees who bring a variety of life experiences and skills that add vibrancy and spirit to our school community.
- Our administration is made up of a diverse group of knowledgeable, competent, highly skilled leaders who work collaboratively to move the district forward.
- Engaging parents, families, community and government organizations that support our District in order to enhance student achievement.
- Focusing on continuously improving academic achievement through creative thinking and innovative school designs and programs.
- Decisions that are data-driven and based on objective, relevant and current information about the child's individual progress.
- Maintaining a collaborative, respectful, open and honest atmosphere throughout the District in order to create an environment that supports individual student success.
- Professional development for all District staff and the board in order to enhance student learning and achievement.
- We foster a culture of accountability where we strive to view mistakes as opportunities for growth.

OUR ~~PURPOSE~~COMMITMENTS

- To represent the community and advocate for our children and a high quality public education.
- To create a shared vision for the school district.
- To operate with honesty, integrity, passion, and respect as a governing body.
- To use district resources wisely on behalf of our students and ensure the accountability of Alum Rock Union ESD to the community.
- To act with understanding that authority rests with the collective school board and not with individuals.
- To value the background, experience, skills, knowledge and personality that each member brings to our team.
- To model continuous improvement and life-long learning.
- To value open communication.
- To make conscientious and informed decisions on behalf of our students and families.
- To learn from the past and work in the present for the future.

OUR CORE BELIEFS

STUDENT ACHIEVEMENT

We believe all students will achieve academic success, learn critical thinking skills, and develop personal talents and skills through daily attendance at district schools which:

- provide a rigorous core curriculum that includes the fine arts (music, art, dance, drama) and physical education;
- foster a nurturing parental partnership;
- provide positive recognition and encouragement to all stakeholders; and
- provide practical skills building for success in society such as leadership, cross-cultural appreciation, and communication.

PARENT AND COMMUNITY INVOLVEMENT

We believe parental involvement and community support are essential to student success. Parents can and will be involved in their children's education.

HUMAN RESOURCES

We believe in attracting, hiring, retaining and promoting highly qualified and talented teachers, support and administrative staff with diverse backgrounds, experience and abilities to create and sustain a positive environment that fosters mutual trust, respect, and openness and allows for thoughtful, informed risk-taking.

COMMUNICATION

We believe in maintaining a competent and professional environment where open, honest, on-going communication occurs with all staff through open, honest respectful dialogue and the ability to disagree respectfully and courteously at all levels

BUSINESS SERVICES

We believe in utilizing our resources wisely and maintaining sound, efficient and effective accountability systems, (including auditing), that support district goals and sustain improvement.

ENVIRONMENT

We believe in providing our students a nurturing, caring, emotionally and physically safe, healthy, clean and well-maintained environment with friendly, professional, knowledgeable courteous service that contributes to each student's academic and personal success.

~~OUR PRIORITIES AND GOALS~~OUR GOALS

[to be inserted by the Board]

B. ROLES AND RESPONSIBILITIES

The Role of the Board and Superintendent

The role of the School Board is a representative, governance role:

1. School board "trustees" are the representatives of the people, elected to ensure the district schools educate the children in consideration of the interests of the local community.

The role of the Superintendent is:

1. to facilitate the effective governance of the School Board.
2. to be the chief administrative officer for the school district.

Performing Our Responsibilities

We **Set the Direction** for the community's schools:

- Focus on student learning
- Assess district needs / utilize baseline data
- Generate, review or revise setting direction documents (beliefs, vision, priorities, strategic goals, success indicators)
- Ensure an appropriate inclusive process is used
- Ensure these documents are the driving force for all district efforts

We **Establish** an effective and efficient **Structure** for the school district:

- Employ the superintendent and set policy for hiring of other personnel
- Oversee the development of and adopt policies
- Set a direction for and adopt the curriculum
- Establish budget priorities, adopt the budget and oversee facilities issues
- Provide direction for and vote to accept collective bargaining agreements.

We **Provide Support** through our behavior and actions:

- Act with professional demeanor that models the district's beliefs and vision
- Make decisions and provide resources that support mutually agreed upon priorities and goals
- Uphold board approved district policies
- Ensure a positive personnel climate exists
- Be knowledgeable enough about district efforts to explain them to the public

We **Ensure Accountability** to the public:

- Evaluate the superintendent
- Monitor, review and revise policies
- Serve as a judicial and appeals body
- Monitor student achievement and program effectiveness and require program changes as indicated
- Monitor and adjust district finances
- Monitor the collective bargaining process
- Conducting timely annually Board Self Evaluation

We **Act as Community Leaders:**

- Speak with a common voice about district priorities, goals and issues
- Engage and involve the community in district schools and activities
- Communicate clear information about policies, programs and fiscal conditions of the district
- Educate the community and the media about issues facing the district and public education
- Advocate for children, district programs and public education to the general public, community, and local, state and national leaders.

What the Board Needs from the Superintendent

- Treat all board members equally.
- Continue to communicate the top issues, priorities in the weekly report to the board.
- Facilitate the ability of board members to operate within our role and responsibilities.
- Make sure ***all*** board members receive the same information.
- No surprises
- Provide sufficient information and ample time for discussion information so we can make informed, educated decisions.
- Create opportunities to discuss the format, timelines, objectives and content of the superintendent's evaluation.
- Be open to new and innovative ideas.
- Respect board members' individual differences, styles and perspectives.
- Remain open-minded to feedback
- Lead with courage
- Network and communicate with all stakeholders including staff, parents, corporate entities, community groups, and educational associations.
- Maintain the focus on the agreed upon priorities and goals.
- Accountability
- Provide the Board with requested information in a timely matter.

What the Superintendent Needs from the Board

- Operate as a collective governance team, in a respectful environment
- Maintain focus on the agreed upon priorities and goals
- Strong sensitivity to the superintendent position
- Be supportive, cohesive and stand behind board decisions
- To always operate within the role and responsibilities of the board
- Maintain open and honest communication — and bring things of concern directly to the superintendent
- No surprises
- Give direction to the superintendent only through duly noticed board meetings

- Board will respond to requests from the Superintendent in a timely matter.

C. POSITIVE GOVERNANCE TEAM CULTURE - NORMS

Governance Team Meeting Guidelines
We agree to:

- Keep our focus on students
- Be responsible for the success of the meeting: participate equally, address concerns, make sure the team agrees
- Look for common ground: Everyone's opinions count
- Listen carefully without interruption
- Operate with mutual respect
- Give helpful feedback openly and directly so there is no confusion
- Debate facts, not personalities
- Make sure there are no hidden agendas — all issues need to be dealt with by all team members

Norms for Operating in a Governance Culture of Trust and Respect:
A strong Board-Superintendent partnership gives direction, stability and confidence to the staff and community. Where this exists, morale is high, people work effectively and efficiently, and most importantly, good things happen for students. A strong relationship is based on having a common vision, developing trust, demonstrating sensitivity and caring, and being motivated to develop the skills and knowledge necessary to work successfully together.

We agree to:

- Operate within our respective roles and responsibilities in order to facilitate the efficient and effective running of the Alum Rock Union ESD.
- Recognize that each board member brings unique experiences, values and beliefs to the table, and that we must work with each other and the superintendent to ensure that a high quality education is provided to all students.
- View the superintendent as a key player on the Governance Team, understand the superintendent's role and responsibilities, respect the expertise of the superintendent and seek professional advice from the superintendent on all board business.

~~advice from the superintendent on all board business.~~

- Maintain open and honest two-way communication with each other in order to develop a strong Board / Superintendent relationship.
- Provide direction so that staff presents sufficient, appropriate, specific information that supports the boards ability to make rational, thoughtful, responsible decisions on behalf of students and the community.
- Take collective responsibility for the success of our Governance Team and be willing to respectfully discuss personal concerns or issues with other individuals on the team if necessary.
- Work to understand other team members' concerns, perspectives and interests.
- Give one another the benefit of the doubt before arriving at a negative conclusion.
- Support each other, and demonstrate mutual respect and understanding for our respective responsibilities and time constraints, recognizing that the superintendent is doing her best to treat every board member equally.
- Focus time and energy on important issues, not pettiness or politics.

D. GOVERNANCE TEAM PROTOCOLS

Topic and Rationale: Board Authority and Giving Direction	**Protocols:**
We believe all board members are equal under the law. Authority rests with the board as a whole, not with individual members of the board. Direction is given to the superintendent only at board meetings through actions of the board The direction of the board needs to be clear to the superintendent. Chaos and confusion result within the district if we don't work as a team. Individual board members are not "consultants" to either the superintendent or other members of district staff. It is important to and respect the separate roles of the board and superintendent, yet work together as a governance team taking collective responsibility for building and creating a positive organizational culture. The best possible decisions are likely only when all members of the team have been part of the discussion. Everyone can participate productively when team members can trust that everyone is operating on the same page. We have an obligation to respect staff time and responsibilities. It is important for staff time and effort to be dedicated to moving the district in the direction set by the full board Claring the structure for people outside the governance team protects individuals (board members, superintendent and other staff) and the school district.	*We agree:* • Board members understand that the board collectively gives direction to the superintendent only through actions taken at a legally noticed board meeting. • The board and superintendent will agree on the goals that will become the basis for all district efforts. • The superintendent will define processes and timelines to assist the board in effectively carrying out its responsibilities. • All action items on board agendas will include a recommendation from the superintendent. • Following Board action, the Board President will clarify the direction of the board for the superintendent and fellow board members. • The superintendent will work with staff to translate all board direction into action consistent with the agreed upon priorities and goals. • Board members will support the implementation of board decisions / actions.

Topic and Rationale: Bringing Up New Ideas or Agenda Items	**Protocols:**
We believe it's important for all members of the governance team to feel prepared to discuss any new topic in the public arena. Individual board members have connections, a variety of skills and experiences, and may have attended workshops or obtained information or materials they would like to share. Individual board member interests can divert staff time, energy and attention away from their ability to achieve district priorities. Board and staff time, effort and energy, and district resources are best spent in efforts to achieve agreed upon district priorities and goals.	*We agree to follow the provisions in Board Bylaw 9322:* • Any Board member or any member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and be submitted 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. • The Board president and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on

	the agenda. In addition, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda. • The Board president and Superintendent shall decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item, informational item or consent item. •

Topic and Rationale: Sufficient Information to Make Informed, Educated Decisions on Agenda Items	**Protocols:**
We believe board members should be knowledgeable and equally informed about district programs and issues. The board's ability to make rationale, thoughtful, responsible decisions on behalf of students and the community is dependent upon receiving sufficient, appropriate, specc information from district staff We believe there should be open lines of communication between the board, the superintendent and the staff and that there should be no surprises for either the superintendent or staff. In order to strive for the efficient and effective use of board and staff time, and to respect the time and efforts of district staff in preparing board-meeting presentations, we have an obligation to make our expectations for staff reports clear.	*We agree that:* • Board Members will let the Superintendent know if they need additional information or background information on an agenda item. The Superintendent may: direct an individual to the appropriate staff person. – schedule a report at a board meeting – schedule a study session of the topic. In order to make informed decisions in the best interest of students and the district, the board requires the following kinds of information in reports from staff on topics or issues of primary importance to the district: • **Background information:** – History - What brought us to this point? What are we doing? Why are we doing it? Who was involved in the planning / preparation / implementation, and how were they involved? • **Options / Alternatives considered by staff** • **Purpose:** – What is the intended result? What are the goals? • **Financial and Operational impact** – What resources are necessary in order to achieve the goals? Financial / people / time / materials / supplies / facilities / staff development, etc. – How are people affected? / What are the perspectives of the people involved? (administration / teachers / other staff / students / parents / community members, <u>etc.)</u>

	• **Timelines** • **Progress Toward Goals:** —What are the Deliverables and Success Indicators and benchmarks leading to accomplishment? —What data or information is necessary to measure success? —Are we making progress toward the goals? —What are the challenges, barriers to success, issues or concerns? • **Recommendation** of the Superintendent —Justification for the recommendation

Topic and Rationale: Discussion or deliberation on complex or difficult topics or issues	**Protocols:**
We believe before a complex topic is discussed, the board needs the history of the situation, background information and any clarification administration can present. It is important that all team members have the opportunity to share individual knowledge, experience, and points of view and that all viewpoints are heard. We have an obligation to understand stakeholder interests and to see that all of the issues are aired and considered in an open, honest, respectful environment without fear of recrimination or retribution	• *We agree that:* The governance team will determine how and when to engage the community and/or obtain stakeholder input • Once the item is on the agenda for action the board will consider all of the following as criteria for decision-making: – Serving the needs of all students – District vision and goals – District resources – Laws and regulations – Civic responsibility – Stakeholder interests

Topic and Rationale: Speaking with a common voice — developing and utilizing key messages	**Protocols:**
We believe it is essential that important information is communicated to members of the board, the staff and the community in as timely a fashion as possible. We recognize that some situations have legal or other considerations that may place restrictions on what may be told to the media or public. We believe that confidential issues must remain confidential. We believe it is important that we speak with one voice in order to maintain the trust of our community	*We agree:* [to be considered by the Board] • developing Key Messages about the topic.

	–

Topic and Rationale:	**Protocols:**
Board President — Role and Responsibilities *We believe we have an obligation to set an example of good government in action for our community. We intend that our board meetings proceed professionally, efficiently and effectively and that district staff will have the opportunity to provide necessary background materials and information to the board in as timely a manner as possible. We believe each board member must have the opportunity to express his or her viewpoint during board deliberation. We believe the board president has a facilitation role relative to board meetings and that he or she has no more or less authority than any other board member outside of board meetings.*	*The role of the board president is to:* • Consult with the Superintendent or designee on the preparation of Board meeting agendas, • chair Board meetings, • work with the superintendent as necessary to help ensure board members have the necessary information and materials to make wise decisions, • make sure that pending agenda items are addressed appropriately, and • confer with the superintendent before meetings to prepare, as necessary for the upcoming meeting, • model the tone and behavior the board wishes to convey to the community. *(e.g., one of cooperative leadership focused on all students.)* *As meeting chair, the board president will:* • open and preside over meetings, • introduce agenda items, providing some background information as appropriate, *(different from background information that is provided by staff. e.g., "This is an item we have had on our agendas four times in the last three months. We have given it a great deal of consideration and appreciate all of the input we have received from the public and the information staff has provided on the issue. Tonight we will receive additional public input, deliberate further and hope to make a final decision.')* • call on speakers, • not typically make a motion him or herself, but ensure that there is one made at an appropriate time during deliberation, • make sure all board members have a chance to share in deliberation, • work to facilitate effective deliberation • interpret and clarify for understanding to ensure that all board members have an accurate understanding as the deliberation proceeds • wait until all other board members who wish to speak on an issue have done so before adding his or her own comments • call for a vote after restating the motion • clarify and authenticate all action, order and procedures of the board • adjourn meetings As necessary, the board president will also remind the governance team and audience members of any meeting

	Following the board meeting, the board president will work with the superintendent to make sure that there is appropriate follow-up and clarification of possible options for the board.

Topic and Rationale: Welcoming New Board Members to the Team	**Protocols:**
We believe new board members should feel welcomed, and have opportunities to get to know other members of the governance team. It is important to have opportunities to" heal any wounds" from the election process. New board members need educational support and training from the governance team and outside sources (i.e., CSBA New Board Member Institute). New board members need to learn about the district and understand the district vision, purpose and culture. New board members need to feel that they are part of our team and should participate in developing agreements about how we will work together.	*We agree:* • New board members will receive a New Board Member Packet and Governance Handbook that includes relevant information about the school district and about governance team operations. • The board may select a "board mentor" to provide support to a new board member as s/he becomes familiar with governance team operations and the governance role and responsibilities. • The superintendent will meet with each new board member individually to answer any questions and familiarize him/her with district operations. • Each seated board member is encouraged to arrange a time to have an informal meeting with each new board member as soon as possible after the swearing in ceremony (i.e., coffee or lunch, etc.). • ~~[to be considered by the Board]~~ The whole governance team will participate in a New Board Member Orientation workshop in January following the election of new board members. The orientation will include but not be limited to discussions of: — District Vision, Purpose and Goals — Key District Personnel — District Operations — Special District Projects or Programs — Current Issues Facing the District — Governance Team Operations ■ Board Bylaws (9000 Series of the Policy Manual) ■ Alum Rock Union ESD Governance Handbook

Topic and Rationale: Responses to emails or other communications sent to individual board members	**Protocols:**
We believe the School Board is a representative body, and board members have a responsibility to be accessible and responsive to members of the staff and community. It is important to respond effectively and uniformly to email and other written correspondence from staff or community members. Credibility and trust are developed in the community when we are consistent in our communication about important district issues.	~~*We agree that: [to be considered by the Board]*~~ • •

Topic and Rationale: Governance Team Process for Negotiations	**Protocols:**
We believe the board's responsibility is to represent the district's interest during negotiations. An agreed upon process is in place for negotiations with district bargaining units. We have a competent negotiating team for the district. The governance team defines the district parameters for negotiations based on district goals and district resources. Board members should not be directly involved at the negotiations table. District bargaining units have a job to do and a role to play in negotiations. The union's function is to obtain the best salaries, benefits and working conditions for union membership. Union negotiating teams represent the interest of union members. It is the Board's responsibility to negotiate a fair and equitable contract for the unions and the district.	*We agree we will:* • always keep students' best interest in mind throughout the negotiations process. • represent the district's interest(s) during negotiations • establish clear philosophical and financial parameters for negotiations based on district priorities, goals and resources. • trust and support the district negotiating team. • recognize and communicate to staff and the public that the district negotiating team is accurately reflecting the progress of negotiations back to the board. • remind staff and the community that there is an agreed upon process in place, that the staff and district each have an identified negotiating team, and that any issues or questions about negotiations need to go through the defined and agreed upon processes. • adopt and stand behind the final contracts.

E. CODE OF CONDUCT

The Board and its members will conduct themselves lawfully with integrity and high ethical standards in order to model the behaviors expected of staff and students and to build public confidence and credibility.

1. Board members will serve the interests of the people of the entire school district. Members recognize this responsibility to the whole to be greater than:

a. Any loyalty a member may have to any other advocacy or interest groups or individuals;

b. Loyalty based upon membership on other boards or staffs;

c. Conflicts based upon the personal interest of any board member who is also a parent of a student in the district;

d. Conflicts based upon being a relative of an employee of the district; or

e. Conflicts based upon the member's election from or identification with a subsection of the district.

2. Board members will not attempt to exercise individual authority over the operation of the school district.

a. Members will not attempt to assume personal responsibility for resolving operational problems or complaints, but may monitor through the superintendent the disposition of complaints;

b. Members will not personally direct any part of the operational organization.

3. To build trust among members and to ensure an environment conducive to effective governance, members will:

a. Focus on issues rather than personalities;

b. Respect decisions of the full board;

c. Exercise honesty in all written and interpersonal interaction, never intentionally misleading or misinforming each other;

d. Criticize tactfully, praise publicly;

e. Make every reasonable effort to protect the integrity and promote the positive image of the district and one another;

f. Never embarrass each other or the district;

g. Demonstrate respect for the public as a whole and community members individually at all times and in all situations;

h. Demonstrate courtesy and respect in your communications by being responsive to one another and to the Superintendent and all staff;

i. Refrain from personal comments and attacks against each other, staff and members of the community;

j. Listen first, and respect each Board Member's opinions and opportunity to speak;

k. Show deference to Board leadership in the conduct of Board meetings. Wait your turn to speak.

4. Members will exercise personal discipline in the performance of their duties, including proper use of authority and appropriate decorum when acting as board members.

5. Members shall maintain confidentiality appropriate to sensitive issues and information that otherwise may tend to compromise the integrity or legal standing of the board, especially those matters discussed in Closed Session.

The community entrusts the Board of Trustees of the Alum Rock Union Elementary School District to uphold and defend the Constitutions of California and the United States, protect the public interest in schools, and ensure that a high quality education is provided to each student within the District. To effectively meet district challenges, the Board and Superintendent must function together as a governance leadership team. Agreed upon operating procedures, or protocols, support unity among team members. The purpose of the Alum Rock Union Union Elementary School District governance team norms and protocols is to ensure a positive and productive working relationship among Board members, the Superintendent, district staff, students, and the community. The protocols were developed for and by the members of the governance team, and may be modified over time as needed.

We have reviewed and agree to follow the aforementioned governance team protocols in order to support a positive and productive working relationship among the Board of Trustees, the Superintendent, all other staff, students and the community. We shall renew this agreement at each Annual Organizational Meeting of the Board of Trustees.

As Board Members we are committing to use these governance practices as our role as a Trustee.

APPROVED BY THE BOARD OF TRUSTEES THIS __ DAY OF _____, 2021.

Corina Herrera-Loera: _____

Andres Quintero: _____

Ernesto Bejarano: _____

Minh Pham: _____

Linda Chavez: _____

4.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: The calculation of Board Members' monthly compensation is governed by Education Code section 35120. Section 35120(a)(5) provides that:

In a school district in which the average daily attendance for the prior school year was 10,000 or less, but more than 1,000, each member of the city board of education or the governing board of the school district who attends all meetings held may receive as compensation for the member's services a sum not to exceed two hundred forty dollars ($240) in any month."

The District's average daily attendance for the 2020-2021 school year was less than 10,000. On that basis and to comply with the Education Code it is recommended that the Board approve a reduction in Board members' compensation to $240 per month (for Board members who attend all board meetings in accordance with Board Policy) effective as of July 1, 2021.

Approve

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

To the Board of Trustees: Meeting: July 8, 2021
Regular Board Meeting

Approve

4.07

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

5.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: June 21, 2021

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

Staff Analysis: The Santa Clara County Office of Education requires that the District submit a Quarterly Report on Williams Uniform Complaints for all Alum Rock Schools. The complaints could be in the areas of insufficient textbooks, teacher vacancy or poor conditions of facilities. During April 1, 2021 through June 30, 2021, there were no complaints.

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

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

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

To the Board of Trustees: Meeting: July 8, 2021

Recommended Approval

5.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Academic School Year 2020-21
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

District: Alum Rock Union School District

Person completing this form: Sandra Garcia Title: Director of State & Fed

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

- ☐ Jul 1 – Sep 30, 2020 (due Oct 27, 2020)
- ☐ Oct 1 – Dec 31, 2020 (due Jan 27, 2021)
- ☐ Jan 1 – Mar 31, 2021 (due Apr 27, 2021)
- ☑ Apr 1 – Jun 30, 2021 (due Jul 27, 2021)

Date for information to be reported publicly at governing board meeting:

Please check the box that applies:

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

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

_____
Print Name of District Superintendent

_____
Signature of District Superintendent

_____
Date

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

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

5.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: June 23, 2021

Subject: **School Plan for Student Achievement (SPSA) 2021-2022**
(School plans are available in the Board Library for review)

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

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

Recommendation: Staff recommends approval of the 2021/2022 School Plan for Student Achievement for all Alum Rock Schools.

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

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

To the Board of Trustees: Meeting: July 8, 2021

Recommended Approval

5.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

5.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 21, 2021

Subject: **Adoption of Early Literacy Support Block Grant, Literacy Action Plan**

Staff Analysis: **CDE has awarded Aptitud Community Academy at Goss a three year grant in the amount of $613,140. To support the acceptance of these funds the school has developed a three year Literacy Action Plan. The purpose of the grant and supporting action plan is to improve literacy instruction in grades TK -3rd, based on identified needs within the Aptitud community. The action plan's purpose is to develop systems to support teacher learning, family engagement and instructional practices for students.**

Recommendation: **Staff recommends the adoption of the Early Literacy Support Block Grant, Literacy Action Plan**

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

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

To the Board of Trustees:

Recommend Approval

5.03

Agenda Placement

Meeting: July 8, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

WSEarly Literacy Support Block Grant
LITERACY ACTION PLAN TEMPLATE

Statute: https://www.cde.ca.gov/pd/ps/elsbgrantsb98.asp

Goal of the Early Literacy Support Block Grant

The Goal of the Early Literacy Support Block Grant is to develop and implement literacy instruction and support programs, particularly focused on literacy in early grades (TK/K–3), ultimately resulting in improved student outcomes.

The ELSB *Literacy Action Plan Template* and *Rubric* are designed to work in tandem to support sites/LEAs in the development of a three-year literacy action plan to meet the goal of the grant. The *Literacy Action Plan Template and Rubric Overview* provides a snapshot of the process for developing the *Literacy Action Plan*. Use the *Rubric* for examples of evidence to include in the *Literacy Action Plan.*

Section 1, the Planning Phase, is required by statute and includes stakeholder engagement, root cause analysis, and a needs assessment.

Section 2, Literacy Action Plan Components, is also required by statute and includes the plan's goals and actions, metrics, and expenditures that are aligned to the categories in Section 3.

Section 3, Categories 1-4, includes allowable programs and services. Plans must include one or more of the four categories based on the needs assessment.

The Expert Lead in Literacy will provide a step-by-step process from planning phase to plan approval, with expert technical assistance and ongoing support and feedback. Refer to the ELSB Grant Resources Padlet for additional support and resources.

Literacy Action Plan Template and Rubric Overview

OVERVIEW *(Required)*

- Current Site/LEA ELA/ELD Instructional Plan

Section 1: PLANNING PHASE *(Required)*

- 1.1 Stakeholder Engagement
- 1.2 Root Cause Analysis
- 1.3 Needs Assessment

Section 2: LITERACY ACTION PLAN COMPONENTS *(Required)*

- 2.1 Goals and Actions
- 2.2 Metrics to Measure Progress
- 2.3 Expenditures Consistent with Categories 1–4 (see below)

Section 3: CATEGORIES 1–4 *(One or more of the following categories required. Must meet criteria OR provide rationale for not including in plan.)*

Category 1: Access to High-Quality Literacy Teaching

- 3.1a Support Personnel
- 3.1b Development of Strategies
- 3.1c Evidence-based Professional Development on Literacy Instruction, Achievement, and Use of Data
- 3.1d Professional Development on the Implementation of the English Language Arts/English Language Development (ELA/ELD) Framework

Category 2: Support for Literacy Learning

- 3.2a Literacy Curriculum and Instructional Materials
- 3.2b Diagnostic Assessment Instruments

Category 3: Pupil Supports

- 3.3a Expanded Learning Programs
- 3.3b Extended School Day
- 3.3c Culture and Climate
- 3.3d Research-Based Social-Emotional Learning (SEL)
- 3.3e Expanded Access to the School Library

Category 4: Family and Community Supports

- 3.4a Trauma-Informed Practices and Support
- 3.4b Mental Health Resources
- 3.4c Multi-Tiered Systems of Support (MTSS) and Response to Intervention
- 3.4d Literacy Training and Education for Parents
- 3.4e Parent and Community Engagement

Early Literacy Support Block Grant
LITERACY ACTION PLAN TEMPLATE

Statute: https://www.cde.ca.gov/pd/ps/elsbgrantsb98.asp

LEA/District: Aptitud Academy/ Alum Rock Union SD

LEA/District Contact/Project Director: Dr. Ballesteros

Site(s): Aptitud Academy K-8

Site Administrator(s): Ms. Jensen, Principal and Mr. Manluco, Assistant Principal

Early Literacy Team Member	Role (Include title and/or grade level)
Mr. Le	Kindergarten
Ms. Ochinero	1st
Ms. Korten	2nd
Ms. Mooring	3rd
Ms. Jensen	Principal
Mr. Manluco	Assistant Principal
Dr. Ballesteros	Early Learning Coordinator (DO)

LITERACY ACTION PLAN TEMPLATE

OVERVIEW OF CURRENT SITE/LEA ELA/ELD INSTRUCTIONAL PLAN (Required) (Insert additional rows as needed.)			
Tier	**Area/Skill**	**ELA/ELD Instructional Materials**	**Literacy Assessments**
Tier 1: Core, Universal Supports	Foundational Skills	Benchmark Advance	ESGI Foundational Skills and High Frequency words
	Language Comprehension	Benchmark Advance	Benchmark Level Screener,
	English Language Development	Benchmark Advance	FastBridge Reading (3rd grade only)
Tier 2: Targeted, Supplemental Supports		Reading Partners (reading tutors)	STAR Reading
		City Year Extended Learning Time	
		Springboard	
Tier 3: Intensive, Individualized Supports		Academic SST	

Link to Grades TK/K–3 Master Instructional Schedule

SECTION 1: PLANNING PHASE (Required)		
Criteria and Descriptors for Planning Phase	**Narrative explanation of planning phase process and procedures**	**Name artifact(s) and include link(s) to evidence**
1.1 STAKEHOLDER ENGAGEMENT The local educational agency shall consult with stakeholders, including school staff, school leaders, parents, and community members, at each eligible school about the root cause analysis and needs assessment and proposed expenditures of the grant funds. The local educational agency may use an existing school site council established pursuant to Section 65000 of the Education Code for this purpose. If the school site council is used for this purpose, the school shall provide public notice of meetings and shall conduct meetings in the manner required by Section 35147 of the Education Code.	We met with staff, our school site council and parent groups to ensure that we shared and gathered necessary input around the proposed actions tied to this literacy grant. To prepare, the school administrator and district lead created a slide deck to walk stakeholders through our process. It included data, the professional learning work that our site team has engaged in, and an overview of our data collection and root cause analysis. The admin also solicited feedback from stakeholders to see if there was additional information or perspectives to bring to the work. It was found that there was an interest in ongoing parent trainings and workshops to equip parents with the tools to continue literacy work with their students. Another common theme was the ask for all programming, during school, summer school and after school programs to be offered in-person vs virtual. To combat low turnout at the informational feedback session a virtual survey was also sent out to engage more parents in giving feedback regarding the literacy work.	Slidedeck Staff meeting notes School Site Council Meeting Agenda/Notes Parent Survey
1.2 ROOT CAUSE ANALYSIS The root cause analysis and needs assessment shall examine both school-level and local educational agency-level practices or unmet needs, including those relating to school climate, social-emotional learning, and the experience of pupils who are below grade-level standard on the English language arts content standards adopted by the State Board of Education and their families, that have contributed to low pupil outcomes for pupils in	Our literacy team dug into the data through a slide presentation detailing student performance across various measures (such as CAASPP, iReady FastBridge, leveled screener) and the advised DIBELs assessment from the ESLB. The investigation prompted the team to investigate achievement across defined target subgroups on the variety of performance assessments adopted by the district, which included i-Ready benchmarks, Fastbridge benchmarks, reading levelers through Booknook and the Benchmark Leveled Screener, and DIBELs.	Fishbone, slide deck with B. Campbell (ARUSD) Fishbone Jamboard

grade 3 on the consortium summative assessment in English language arts. The root cause analysis and needs assessment shall identify the strengths and weaknesses of both the eligible school and the local educational agency with regard to literacy instruction in kindergarten and grades 1 to 3, inclusive. The local educational agency shall review all relevant diagnostic measures, including, but not limited to, pupil performance data, data on effective and ineffective practices, and equity and performance gaps.	We discovered that students were in two camps, whole word readers and struggling readers. Upon further analysis of the 'successful' readers as measured by the district assessments, we found that there were gaps in their foundational knowledge and application of word analysis skills, for example on the nonsense word test. While there was a subset of students that were 'reading' by reading level standard they lacked some of the minute skills that lead to a stronger foundation and ability to segment and manipulate at the multisyllabic level. After the investigative collaboration around various data points, we isolated our root cause in the linked fishbone Jamboard into three main fishbone categories 1) letter sounds and blending for word attack and 2) vocabulary knowledge and 3) acquisition to support reading comprehension.	
1.3 NEEDS ASSESSMENT The root cause analysis and needs assessment shall examine both school-level and local educational agency-level practices or unmet needs, including those relating to school climate, social-emotional learning, and the experience of pupils who are below grade-level standard on the English language arts content standards adopted by the State Board of Education and their families, that have contributed to low pupil outcomes for pupils in grade 3 on the consortium summative assessment in English language arts. The root cause analysis and needs assessment shall identify the strengths and weaknesses of both the eligible school and the local educational agency with regard to literacy	Overall, the team was in thorough agreement about the needs of students and the lack of explicit implementation around instruction of early literacy skills. They acknowledged the value and need for the explicit implementation of word recognition skills outlined within the professional learning supplied by CORE. We looked to move forward with a curriculum that offered explicit, systematic instruction in phonemic awareness, letter recognition and phonological awareness to support the application of knowledge that would lead to decoding ability. A few of the recognized strengths include: uniform use of the Benchmark Advance curriculum for literacy instruction, designated ELD small group intervention time across all teachers and grades to target EL needs, and a joyful enthusiasm for stewarding the literacy work for our students, who struggle with literacy. Through the team's reflection of the strengths and weaknesses offered by our current early literacy programming, the recurring theme was that we did not have several essential elements named repeatedly in the	Smarte Goal and needs assessment doc

instruction in kindergarten and grades 1 to 3, inclusive. The local educational agency shall review all relevant diagnostic measures, including, but not limited to, pupil performance data, data on effective and ineffective practices, and equity and performance gaps.	work led by the ELSB facilitators from Sacramento COE, CORE and Pivot. First, the current adopted curriculum, Benchmark Advance, had many gaps in terms of phonics and phonemic awareness. The team discussed that it's coverage of these areas were inconsistent. Additionally, there was not a clear scope and sequence in the progression of phonics and phonemic awareness across the grades. This has made it difficult to access student learning gaps from year to year, and hindered the team from being able to substantiate the intervention needs for each child after successive school years. Our Smarte Goals: We will improve TK - 3 readiness to read through addressing foundational skills (letter knowledge, phonemic awareness, and phonological awareness) by using explicit instruction based on a cohesive scope and sequence (SIPPS and Heggardy), giving daily practice and carefully selecting practice texts as measured by the students showing grade level mastery on Reading Foundations skills assessments (SIPPS) by June 2022. We will improve TK - 3rd grade students' fluency and overall decoding skills by implementing an explicit, research based phonics program (SIPPS) as measured by an fluency assessment by June 2022. We will improve TK - 3rd students' comprehension by explicitly exposing them to academic vocabulary, giving them opportunity to discuss and build oral language skills, all by carefully selecting language rich text. We will measure their comprehension of grade level text through the leveled screener by June 2024.	

SECTION 2: LITERACY ACTION PLAN COMPONENTS (Required)				
2.1 Literacy Goal ***"Big Picture"*** Focus of improvement centered on TK/K–3 literacy instruction • Site/LEA practices or issues • Evidence-based rigorous goa	**2.1 Rationale** ***"Why you chose the goal"*** Connect to stakeholder engagement, root cause analysis, and needs assessment evident in identified goals.	**2.1 Evidence** ***"Artifacts that back up the rationale and support why you chose the goal"*** Include links to supporting evidence.	**2.1 Action Item(s)** ***"Specific, timebound actions that describe how the literacy instructional program will be improved"*** • Align action items to the goal • Design to impact literacy outcomes • Write as SMART goal	**2.2 Metrics** ***"How you will measure progress on actions (implementation) and/or growth (student data) and how often"*** Articulate plan that includes: • Tool/Metric • Intervals • Monitoring and adjusting
Provide Explicit, systematic phonemic awareness and phonological awareness instruction	Our ongoing needs assessment conversations, combined with the root cause analysis showed inconsistent instruction around phonemic awareness and foundational skills. There were gaps in our current curriculum to allow our students adequate practice.	DIBELS data showed that while students had some letter name knowledge they lacked the skills to successfully manipulate sounds/letters to decode words. DIBELS data *Needs Assessment Link* *Root Cause Analysis*	We will improve TK - 3 readiness to read through addressing foundational skills (letter knowledge, phonemic awareness, and phonological awareness) by using explicit instruction based on a cohesive scope and sequence (SIPPS and Heggardy), giving daily practice and carefully selecting practice texts as measured by the students showing grade level mastery on Reading Foundational skills assessments (SIPPS) by June 2022.	• Assessment calendar that shows quarterly assessment and ongoing progress monitoring • Aligned Instructional minutes for literacy block • Invoices for all purchased curriculum • Professional development agendas from bimonthly support from CORE • Monthly Grade Level Collaboration agendas • Timesheets for extended duty for teacher time • formative assessment data (foundational skills and reading level) • FastBridge Data (grade 3) • Classroom observational data collected bimonthly in connection with SIPPS implementation

Improve student Fluency and accuracy through systematic phonics instruction	Root cause analysis exposed the need for explicit instruction of phonics rules as well as a systematic scope and sequence built through the grade levels to support students with increasing retention and application	Dibels data (Nonsense word fluency and ORF accuracy) showed that students lacked understanding of phonics rules and sound/spelling relationships to accurately decode DIBELS data *Needs Assessment Link* *Root Cause Analysis*	We will improve TK - 3rd grade students' fluency and overall decoding skills by implementing an explicit, research based phonics program (SIPPS) as measured by an fluency assessment by June 2022.	• Assessment calendar that shows quarterly assessment and ongoing progress monitoring • Aligned Instructional minutes for literacy block • Invoices for all purchased curriculum • Professional development agendas from bimonthly support from CORE • Monthly Grade Level Collaboration agendas • Timesheets for extended duty for teacher time • formative assessment data (foundational skills and reading level) • FastBridge Data (grade 3) • Classroom observational data collected bimonthly in connection with SIPPS implementation
Provide structured Comprehension instruction and explicit academic vocabulary	Root cause conversations uncovered the language needs for our students, 62% of whom are identified as English Language Learners. We also discussed the observations that many students were not reading for meaning , therefore impacting their accuracy and correction rate when reading.	Leveled Screener data, as well as DIBELS data in 3rd grade, showed us that students were not building meaning as they read. Observational classroom data, ELPAC data led us to the conclusion that improving access to structured academic vocabulary, structured talk and improved text selection would impact their outcome on reading level assessments.	3. We will improve TK - 3rd students' comprehension by explicitly exposing them to academic vocabulary, giving them opportunity to discuss and build oral language skills, all by carefully selecting language rich text. We will measure their comprehension of grade level text through the	• Formative assessment data from curriculum (Benchmark Level Screener) • ELPAC scores • Fastbridge scores for grades 2-3 • Aligned Instructional minutes for literacy block • Monthly Grade Level Collaboration agendas • Timesheets for extended

		Leveled Screener/DIBELS data *Needs Assessment Link* *Root Cause Analysis*	leveled screener by June 2024.	duty for teacher time • structured talk protocol used as found in Benchmark Advanced curriculum
2.3 Expenditures Consistent with Categories Link to ELSB Budget documents.				

SECTION 3: CATEGORIES 1–4 (One or more of the following categories required.)			
Category 1: ACCESS to HIGH-QUALITY LITERACY TEACHING (Must meet criteria OR provide rationale for not including in plan.)			
Category 1 Descriptors	**Action Item(s)** Specific, timebound actions describe how literacy instruction will be improved.	**Evidence** Connection to stakeholder engagement, root cause analysis, and needs assessment evident in identified metrics.	**Explanation/Rationale** The plan includes strategies (effective practices), milestones (implementation indicators), actions (steps to the milestone), outputs (produced in completing actions), and a timeline (for completion of actions and meeting of milestones.)
3.1a SUPPORT PERSONNEL Hiring of literacy coaches or instructional aides to provide support to struggling pupils, including, among others, bilingual reading specialists to support English learner programs.	In support of goal 1 and 2 by September 2021 we will hire a literacy coach, (paid extended duty for a teacher leader for Year 1 and a 1.0 FTE for Years 2 and 3) to focus specifically on foundational reading skills using the SIPPS curriculum. We will monitor student impact in these areas through the SIPPS	As seen in our screening data and our root cause analysis, increased student access to targeted, evidence-based foundational reading skills instruction is an urgent need. Leveled Screener/DIBELS data *Root Cause Analysis*	A majority of our students are testing below proficiency in reading foundation skills according to our screening data (linked in the previous column). By using explicit phonics instruction (SIPPs) and becoming more targeted in our approach to data analysis, ie, using assessments to guide our instruction, students can be placed in differentiated groups based on formative data. A literacy coach will

	mastery assessments and Fastbridge Grades 2 and 3.	Linked here is our job description for the hiring of our literacy coach.	be used to facilitate data analysis collaboration and coach teachers.
3.1b DEVELOPMENT OF STRATEGIES Development of strategies to provide culturally responsive curriculum and instruction.	No action	As seen in our root cause analysis this was not a critical area to address. *Root Cause Analysis*	This strategy did not appear in our root cause analysis as a critical need to address.
3.1c EVIDENCE-BASED PROFESSIONAL DEVELOPMENT ON LITERACY INSTRUCTION, ACHIEVEMENT, AND USE OF DATA Evidence-based professional development for teachers, instructional aides, and school leaders regarding literacy instruction and literacy achievement and the use of data to help identify and support struggling pupils.	In support of Goal 1, 2 and 3 we will enroll all TK-3 teachers in COREs Online Elementary Reading Academy by September 2021.This supports the goal by engaging teachers in evidence-based professional learning which will enable them to provide stronger instruction in reading foundations, comprehension and vocabulary. We will monitor student impact in reading foundational skills through the SIPPS diagnostic and mastery assessments.	As seen in our screening data and our root cause analysis, increased student access to targeted, evidence-based foundational reading skills instruction is an urgent need. Leveled Screener/DIBELS data *Root Cause Analysis*	A majority of our students are performing below proficiency in reading foundational skills. By completing the OREA teachers will be better equipped to provide evidence-based targeted instruction.
	In support of goal 3, beginning in August 2023, we will work with CORE to provide implementation support and coaching around Benchmark Advanced, our adopted core curriculum. This work will be targeted to identify and implement strategic instruction of academic vocabulary and comprehension.	As seen in our leveled screener data and our root cause analysis, increased student access to targeted, evidence-based comprehension and vocabulary instruction is an urgent need. Leveled Screener/DIBELS data *Root Cause Analysis*	Ongoing implementation support with Benchmark will support teachers to identify evidence-based strategies and routines within the curriculum to support vocabulary and comprehension instruction. CORE will also work to build understanding and implementation of strategic academic vocabulary routines.
	In support of goals 1, 2 and 3 we will provide collaboration release days for our team, hiring substitute teachers to allow for extended time together. We will collaborate as a team on a monthly basis. The focus will be on data analysis and	As seen in our leveled screener data and our root cause analysis, increased student access to targeted, data supported instruction is an urgent need.	Ongoing support with data analysis, facilitated collaboration and time to collaborate around evidence practices is crucial to the work. This will

	adjusting our instructional practices based on what the data will show. We will monitor the student impact on reading foundational skills, comprehension and vocabulary knowledge throughout the life of the grant.	Leveled Screener/DIBELS data *Root Cause Analysis*	allow teachers to share learning and reflections as we implement adjusting practices.
3.1d PROFESSIONAL DEVELOPMENT ON THE IMPLEMENTATION OF THE ENGLISH LANGUAGE ARTS/ ENGLISH LANGUAGE DEVELOPMENT FRAMEWORK Professional development for teachers and school leaders regarding implementation of the ELA/ELD Framework and the use of data to support effective instruction.	No action	As seen in our root cause analysis this was not a critical area to address. *Root Cause Analysis*	This strategy did not appear in our root cause analysis as a critical need to address.

SECTION 3: CATEGORIES 1–4 (One or more of the following categories required.)			
Category 2: SUPPORT for LITERACY LEARNING (Must meet criteria OR provide rationale for not including in plan.)			
Category 2 Descriptors	**Action Item(s)** Specific, timebound actions describe how literacy instruction will be improved.	**Evidence** Connection to stakeholder engagement, root cause analysis, and needs assessment evident in identified metrics.	**Explanation/Rationale** The plan includes strategies (effective practices), milestones (implementation indicators), actions (steps to the milestone), outputs (produced in completing actions), and a timeline (for completion of actions and meeting of milestones.)

3.2a LITERACY CURRICULUM AND INSTRUCTIONAL MATERIALS Purchase of literacy curriculum resources and instructional materials aligned with the ELA content standards and the ELA/ELD framework, but only if the Literacy Action Plan also includes professional development for staff on effective use of these materials.	In support of Goal 1 and 2, by August 2021 we will purchase the SIPPS curriculum aligned with our literacy SMARTe goals. This will support student mastery in reading foundational skills as measured by the SIPPS mastery tests.	As seen in our screening data and our root cause analysis, increased student access to targeted, evidence-based foundational reading skills instruction is an urgent need. Leveled Screener/DIBELS data *Root Cause Analysis*	Through the purchase of the SIPPS program for our TK-3 students we will provide explicit, coherent reading foundational instruction across the grades. Utilizing this program will allow students more intentional practice, which will lead to increased proficiency in foundation reading skills.
	In support of Goal 1 and 2, beginning in August 2021 we will work with CORE to provide initial and ongoing training in the use of the SIPPS curriculum throughout the year. This will support student mastery in reading foundational skills as measured by the SIPPS mastery tests.	As seen in our screening data and our root cause analysis, increased student access to targeted, evidence-based foundational reading skills instruction is an urgent need. Leveled Screener/DIBELS data *Root Cause Analysis*	Initial training, ongoing implementation support and coaching is necessary to see the impact of SIPPS on students' mastery of foundational skills. Ongoing support will continue through the life of the grant.
	In support of Goal 1, by August 2021 we will purchase the Heggerdy phonemic awareness curriculum aligned with our literacy SMARTe goals. This will support student mastery in phonemic awareness as measured by the SIPPS mastery tests.	As seen in our screening data and our root cause analysis, increased student access to targeted, evidence-based phonemic awareness instruction is an urgent need. Leveled Screener/DIBELS data *Root Cause Analysis*	Through the purchase of the Heggerdy program for our TK-3 students we will provide explicit, phonemic awareness instruction across the grades. Utilizing this program will allow students more intentional practice, which will lead to increased proficiency in foundational reading skills.
	In support of Goal 1, beginning in August 2021 we will provide training and professional development around the Heggerdy phonemic awareness curriculum. This will support student mastery in phonemic awareness as measured by the SIPPS mastery tests.	As seen in our screening data and our root cause analysis, increased student access to targeted, evidence-based phonemic awareness instruction is an urgent need. Leveled Screener/DIBELS data *Root Cause Analysis*	Initial training, ongoing professional development and administrative monitoring of the program is necessary to support the implementation of a new program. Using this program will give students more practice around key reading foundational skills.

	In support of goal 3, beginning in August 2023, we will work with CORE to provide implementation support and coaching around Benchmark Advanced, our adopted core curriculum. This work will be targeted to identify and implement strategic instruction of academic vocabulary and comprehension.	As seen in our leveled screener data and our root cause analysis, increased student access to targeted, evidence-based comprehension and vocabulary instruction is an urgent need. Leveled Screener/DIBELS data *Root Cause Analysis*	Ongoing implementation support with Benchmark will support teachers to identify evidence-based strategies and routines within the curriculum to support vocabulary and comprehension instruction. CORE will also work to build understanding and implementation of strategic academic vocabulary routines.
	In support of goal 3 we will purchase trade books that are carefully selected texts to support culturally relevant topics, rich vocabulary and complex topics to aid in student conversations. These books will be aligned with the Benchmark Advanced curriculum. This supports this goal by exposing students to rich literature. We will monitor student impact in the area of comprehension and vocabulary through the use of leveled screener and FastBridge Reading for 2nd - 3rd grades.	As seen in our root cause analysis, increased student access to rich language and text is an urgent need. Leveled Screener/DIBELS data *Root Cause Analysis*	Through purchasing a tradebook library to supplement Benchmark Advance we will engage students in rich authentic texts. The read aloud structure will be accompanied with a structured talk protocol to encourage discussion, application and critical thinking around the text. The books will be purchased at the beginning of the grant and we will continue to build our practice of a structured talk read aloud.
3.2b DIAGNOSTIC ASSESSMENT INSTRUMENTS Purchase of diagnostic assessment instruments to help assess pupil needs and progress and training for school staff regarding the use of those assessment instruments.	In support of goals 1, 2 and 3 we will collaborate as a team around creating an assessment and progress monitoring calendar that supports the collection and application of formative data supplied by a combination of the SIPPS program assessments and district provided assessments. We will work to ensure that the data we collect works to support the areas of focus (reading foundational skills and comprehension). Our district has a current assessment calendar, but we want to ensure that the data we are collecting is valid, reliable and meaningful.	ARUSD Assessment Guide	Our district currently provides and collects data from our state adopted curriculum as well as Fastbridge, an evidence-based diagnostic assessment. We will work to build in SIPPS diagnostic and mastery tests to ensure that all grades TK-3 have evidence-based diagnostic assessments in place. We will meet as a team in August 2021 to clearly identify and calendar the ideal assessment plan.

SECTION 3: CATEGORIES 1–4 (One or more of the following categories required.)			
Category 3: PUPIL SUPPORTS (Must meet criteria OR provide rationale for not including in plan.)			
Category 3 Descriptors	**Action Item(s)** Specific, timebound actions describe how literacy instruction will be improved.	**Evidence** Connection to stakeholder engagement, root cause analysis, and needs assessment evident in identified metrics.	**Explanation/Rationale** The plan includes strategies (effective practices), milestones (implementation indicators), actions (steps to the milestone), outputs (produced in completing actions), and a timeline (for completion of actions and meeting of milestones.)
3.3a EXPANDED LEARNING PROGRAMS Expanded learning programs, such as before- and after-school programs or summer school, to improve pupils' access to literacy instruction.	No action	As seen in our root cause analysis this was not a critical area to address. *Root Cause Analysis*	This strategy did not appear in our root cause analysis as a critical need to address.
3.3b EXTENDED SCHOOL DAY Extended school day to enable implementation of breakfast in the classroom or library models to support expanded literacy instruction.	No action	As seen in our root cause analysis this was not a critical area to address. *Root Cause Analysis*	This strategy did not appear in our root cause analysis as a critical need to address.
3.3c CULTURE AND CLIMATE Strategies to improve school climate, pupil connectedness, attendance and to reduce exclusionary	No action	As seen in our root cause analysis this was not a critical area to address. *Root Cause Analysis*	This strategy did not appear in our root cause analysis as a critical need to address.

discipline practices, including in-school suspensions that may limit a pupil's time in school.			
3.3d RESEARCH-BASED SEL Strategies to implement research-based, social-emotional learning approaches, including restorative justice.	No action	As seen in our root cause analysis this was not a critical area to address. *Root Cause Analysis*	This strategy did not appear in our root cause analysis as a critical need to address.
3.3e EXPANDED ACCESS Expanded access to the school library.	No action	As seen in our root cause analysis this was not a critical area to address. *Root Cause Analysis*	This strategy did not appear in our root cause analysis as a critical need to address.

SECTION 3: CATEGORIES 1–4 (One or more of the following categories required.)			
Category 4: FAMILY AND COMMUNITY SUPPORTS (Must meet criteria OR provide rationale for not including in plan.)			
Category 4 Descriptors	**Action Item(s)** Specific, timebound actions describe how literacy instruction will be improved.	**Evidence** Connection to stakeholder engagement, root cause analysis, and needs assessment evident in identified metrics.	**Explanation/Rationale** The plan includes strategies (effective practices), milestones (implementation indicators), actions (steps to the milestone), outputs (produced in completing actions), and a timeline (for completion of actions and meeting of milestones.)
3.4a TRAUMA-INFORMED PRACTICES Development of trauma-informed practices and supports for pupils and	No action	As seen in our root cause analysis this was not a critical area to address. *Root Cause Analysis*	This strategy did not appear in our root cause analysis as a critical need to address.

families.			
3.4b MENTAL HEALTH RESOURCES Provision of mental health resources to support pupil learning.	No action	As seen in our root cause analysis this was not a critical area to address. *Root Cause Analysis*	This strategy did not appear in our root cause analysis as a critical need to address.
3.4c MULTI-TIERED SYSTEMS OF SUPPORT AND RESPONSE TO INTERVENTION Strategies to implement multi-tiered systems of support (MTSS) and the response to intervention (RtI) approach.	No action	As seen in our root cause analysis this was not a critical area to address. *Root Cause Analysis*	This strategy did not appear in our root cause analysis as a critical need to address.
3.4d LITERACY TRAINING AND EDUCATION FOR PARENTS Development of literacy training and education for parents to help develop a supportive literacy environment in the home.	By Fall 2021, in support of goal 1 and 2 we will develop and begin implementation for parent early literacy training series, for fundamental skills reinforcement of our ELSB work at home. For example workshops could include decodable reading, site word flashcards, sound/letter practice, etc. We will monitor student impact in the area of reading foundational skills through the SIPPS mastery assessment. By Fall 2023 in support of goal 3 we will develop and begin implementation for parent read aloud training series, for comprehension skills reinforcement of our ELSB work at home. For example workshops could include books talks, questioning strategies and interactive read alouds. We will monitor student impact	As seen in our root cause analysis, needs assessment, and staff feedback it is imperative to get parents involved early on to bridge the school home connection. Root Cause Analysis Staff Feedback Needs Assessment	This plan includes quarterly parent trainings starting in September 2021 and running for the life of the grant. We will measure impact by collecting sign in sheets, tracking attendance and monitoring student progress towards reading proficiency.

	By Fall 2021 we will purchase take home literacy bags to support engagement and practice at parent workshops. Parents would be trained to use these materials at home to deepen the students' exposure to the targeted skills.	As seen in our root cause analysis, one area of need is in the home literacy connection. Root Cause Analysis Staff Feedback Needs Assessment	This plan includes quarterly parent trainings, and these book bags would supply materials for use during those trainings. Students also would have access to high quality books that would enable practice at home.
3.4e PARENT AND COMMUNITY ENGAGEMENT Strategies to improve parent and community engagement and to improve communication with parents regarding how to address pupils' literacy needs.	No Action	This strategy is present in our district through the use of the Los Dichos program. https://www.ymcasv.org/ymca-project-cornerstone/schools/school-programs/parent-engagement/los-dichos	Our district provides our community liaison with enrollment in the Project Cornerstone cohort to support implementation of the Los Dichos program at our school. Monthly our liaison is trained in literacy trainings, supplied with materials and charged with returning to campus and facilitating a parent group to work with a class implementing a read aloud and project.

Budget Summary and Budget Narrative Forms: Instructions (Revised 5/2021)

Early Literacy Support Block (ELSB) Grant

Educator Excellence and Equity Division
California Department of Education

Instructions:

Each grant recipient must complete and submit a Proposed Budget Summary and Budget Narrative forms for Planning Year, Implementation Y1, Y2, and Y3. The Budget Summary and Budget Narrative Forms show proposed expenditures during the grant period of December 1, 2020, through June 30, 2024. The Total for all four years (Planning Year, Implementation Year 1, 2 and 3) must match the amount listed on the Grant Award Notification.

Each Local Educational Agency (LEA) must complete all tabs before submission: Instructions & LEA Info, Proposed Budget Summary, and Budget Note: In April 2021, the grant period was extended a year. This budget form was revised to reflect this change.

Period of Performance:
Planning Year (December 2020 - June 2021)
Implementation Year 1 (July 2021 - June 2022)
Implementation Year 2 (July 2022 - June 2023)
Implementation Year 3 (July 2023 - June 2024)

Instructions for Completing the Proposed Budget Summary Form:

Each column in the Proposed Budget Summary Form corresponds to a Year. Fill out the Proposed Budget Summary Form to reflect the Completed Budget Narrative Form totals for each object code, in the corresponding year.

The total on the Proposed Budget Summary Form must match the amount listed on the Grant Award Notification.

Instructions for Completing the Proposed Budget Narrative Forms (Planning Year, Implementation Year 1, 2, and 3):

Fill out the Proposed Budget Narrative Forms to explain how grant funds will be used for the LEA and each School Site. Provide line detail/calculation for how amount totals by line item were determined (e.g. Project Director Salary $1,000 x 12 months = $12,000; Literacy Curriculum: $100 x 50 students = $5,000). The information in the "Line Detail/Calculation" column needs to specify the planned activity. The description needs to be specific to the ELSB Grant.

On the Budget Narrative Forms, add additional rows for multiple school sites. If the line item is for the LEA, write the LEA's name in column D. If the line item is for a specific school site, write the name of the school site in column D.

Refer to the California School Accounting Manual (CSAM) https://www.cde.ca.gov/fg/ac/sa/ for information on Object Codes. Only the first $25,000 of each subcontract can be used towards the indirect calculation per Procedure 330 in the CSAM.

Enter Indirect Percentage Rate in the space provided for Object Code 7000 with a placeholder of 0.00%. The Indirect Costs must not exceed LEA's For the Planning Year Budget Narrative form, please account for funds ($40,000 per LEA plus $10,000 per participating eligible school) used for the ELSB Grant funds can be rolled over for the life of the grant (December 2020 - June 2024) as long as there is an approved Budget Revision Request.

Local Educational Agency Information

Early Literacy Support Block (ELSB) Grant

Educator Excellence and Equity Division
California Department of Education

Requested Information:	Response:
Local Educational Agency (LEA) Name:	Alum Rock Union School District
Project Coordinator:	Dianna Ballesteros
Project Coordinator Telephone Number:	408-928-7290
Project Coordinator Email Address:	dianna.ballesteros@arusd.org
Fiscal Agent Contact (If different from the Project Coordinator):	Teresa Langner
Fiscal Agent Telephone Number:	408-928-6856
Fiscal Agent Email Address:	teresa.langner@arusd.org
Grant Award Amount:	$ 613,140.00

Proposed Bugdet Summary (Revised 5/2021)

Early Literacy Support Block Grant

Educator Excellence and Equity Division
California Department of Education

Instructions:
Each grant recipient must submit this form to reflect proposed expenditures during the grant period of December 1, 2020, through June 30, 2024.
The Total for the four years MUST match the amount listed on the Grant Award Notification.

Object Code	Line Item	Planning Year	Implementation Year 1	Implementation Year 2	Implementation Year 3	Total
1000	Certified Salaries	$ 6,525.00	$ 75,833.00	$ 133,600.00	$ 136,300.00	$ 352,258.00
2000	Classified Salaries	$ -	$ -	$ -	$ -	$ -
3000	Employee Benefits	$ 1,146.95	$ 13,572.60	$ 30,632.80	$ 31,107.40	$ 76,459.75
4000	Books and Supplies	$ -	$ 36,181.89	$ 6,879.10	$ 10,414.11	$ 53,475.10
5000	Services and Other	$ -	$ 49,326.71	$ 31,576.71	$ 3,976.71	$ 84,880.13
5200	Participant Travel/Project	$ 1,000.00	$ 1,800.00	$ -	$ 2,500.00	$ 5,300.00
7000	Indirect Costs: must not	$ 725.84	$ 12,546.71	$ 14,390.89	$ 13,103.58	$ 40,767.02
5100	Subagreement for Services	$ -	$ -	$ -	$ -	$ -
6000	Capital Outlay	$ -	$ -	$ -	$ -	$ -
Total		$ 9,397.79	$ 189,260.91	$ 217,079.50	$ 197,401.80	$ 613,140.00

Proposed Budget Narrative for Planning Year

Early Literacy Support Block Grant

Educator Excellence and Equity Division
California Department of Education
Provide a detailed Budget Narrative to explain the calculations that led to the budget figures in the Proposed Budget Summary.
Insert additional rows to document line items, if necessary.

Object Codes	Line Items	Detailed Budget Narrative	School Site Name or LEA Name	Total Proposed
1000	Certificated Salaries	Extended Duty for teachers to attend biweekly	Aptitud	$ 6,525.00
2000	Classified Salaries	N/A		$ -
3000	Employee Benefits	STRS, Medicare, Unemployment Ins, Workers	Aptitud	$ 1,146.95
4000	Books and Supplies	N/A		$ -
5000	Services and Other Operating Expenditures (excluding Subagreement for Services and Travel)	N/A		$ -
5200	Participant Travel/	Workshops Fees to attend summer SIPPS	Aptitud	$ 1,000.00
7000	Indirect Costs	District Indirect Cost Rate 8.37%	Aptitud	$ 725.84
5100	Subagreement for	N/A		$ -
6000	Capital Outlay	N/A		$ -
TOTAL				$ 9,397.79

Proposed Budget Narrative for Year 1

Early Literacy Support Block Grant

Educator Excellence and Equity Division
California Department of Education
Provide a detailed Budget Narrative to explain the calculations that led to the budget figures in the Proposed Budget Summary.
Insert additional rows to document line items, if necessary.

Object Codes	Line Items	Detailed Budget Narrative	School Site Name or LEA Name	Total Proposed
1000	Certificated Salaries	Extended Duty for Literacy Action Plan	Aptitud	$ 3,600.00
		Extended Duty for 1.5 days curricular PD	Aptitud	$ 4,050.00
		Extended Duty for OREA coursework	Aptitud	$ 22,050.00
		Stipend for extended duty for teacher leader to	Aptitud	$ 22,133.00
		Substitute teachers for monthly release day	Aptitud	$ 24,000.00
2000	Classified Salaries	N/A	Aptitud	
3000	Employee Benefits	STRS, Medicare, Unemployment Ins, Workers	Aptitud	$ 13,572.60
4000	Books and Supplies	SIPPS Curriculum	Aptitud	$ 12,584.00
		Heggerty Curriculum	Aptitud	$ 873.89
		Take Home Literacy Bags for School Home	Aptitud	$ 11,799.00
		Read Aloud Libraries for TK-3 classrooms	Aptitud	$ 10,925.00
5000	Services and Other Operating Expenditures (excluding Subagreement for Services and Travel)	CORE SIPPS Training and Implementation Support	Aptitud	$ 44,600.00
		Heggerdy Webinar PD	Aptitud	$ 750.00

		Technology Licenses to support daily practice with familes HearBuilder 10 x $199 Headsprout 6 x $275	Aptitud	$	3,976.71
5200	Participant Travel/	OREA workshop registration for 3 additional	Aptitud	$	1,800.00
7000	Indirect Costs	District Indirect Cost Rate 7.11%	Aptitud	$	12,546.71
5100	Subagreement for	N/A	Aptitud	$	-
6000	Capital Outlay	N/A	Aptitud	$	-
TOTAL				$	189,260.91

Proposed Budget Narrative for Year 2

Early Literacy Support Block Grant

Educator Excellence and Equity Division
California Department of Education
Provide a detailed Budget Narrative to explain the calculations that led to the budget figures in the Proposed Budget Summary.
Insert additional rows to document line items, if necessary.

Object Codes	Line Items	Detailed Budget Narrative	School Site Name or LEA Name	Total Proposed
1000	Certificated Salaries	Extended Duty for Literacy Action Plan	Aptitud	$ 3,600.00
		Substitute teachers for monthly release day	Aptitud	$ 24,000.00
		1.0 FTE Literacy Coach	Aptitud	$ 106,000.00
2000	Classified Salaries	N/A	Aptitud	
3000	Employee Benefits	STRS, Medicare, Unemployment Ins, Workers	Aptitud	$ 30,632.80
4000	Books and Supplies	SIPPS Curriculum	Aptitud	$ 1,879.10
		Guided Reading Libraries	Aptitud	$ 5,000.00
5000	Services and Other Operating Expenditures (excluding Subagreement for Services and Travel)	CORE SIPPS Training and Implementation Support	Aptitud	$ 27,600.00
		Technology Licenses to support daily practice with familes HearBuilder 10 x $199 Headsprout 6 x $275	Aptitud	$ 3,976.71
5200	Participant Travel/		Aptitud	
7000	Indirect Costs	District Indirect Cost Rate 7.11%	Aptitud	$ 14,390.89
5100	Subagreement for	N/A	Aptitud	$ -
6000	Capital Outlay	N/A	Aptitud	$ -
TOTAL				$ 217,079.50

Proposed Budget Narrative for Year 3

Early Literacy Support Block Grant

Educator Excellence and Equity Division
California Department of Education
Provide a detailed Budget Narrative to explain the calculations that led to the budget figures in the Proposed Budget Summary.
Insert additional rows to document line items, if necessary.

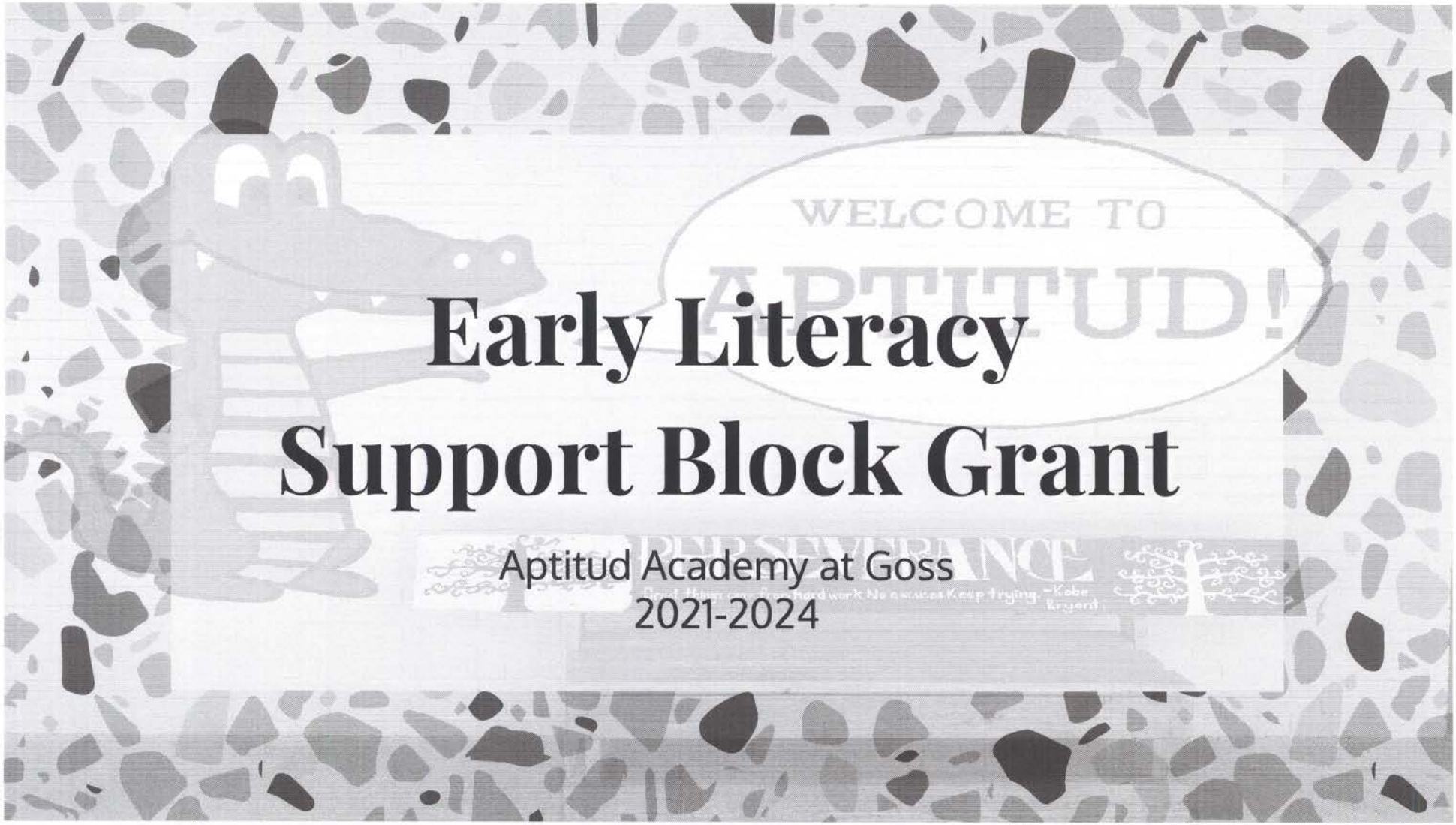
Object Codes	Line Items	Detailed Budget Narrative	School Site Name or LEA Name	Total Proposed
1000	Certificated Salaries	Extended Duty for Literacy Action Plan	Aptitud	$ 3,600.00
		Extended Duty for Literacy workshop attendance		$ 2,700.00
		Substitute teachers for monthly release day	Aptitud	$ 24,000.00
		1.0 FTE Literacy Coach	Aptitud	$ 106,000.00
2000	Classified Salaries	N/A	Aptitud	$ -
3000	Employee Benefits	STRS, Medicare, Unemployment Ins, Workers	Aptitud	$ 31,107.40
4000	Books and Supplies	SIPPS Curriculum	Aptitud	$ 1,879.10
		Guided Reading Libraries	Aptitud	$ 8,535.01
5000	Services and Other Operating Expenditures (excluding Subagreement for Services and Travel)	Technology Licenses to support daily practice with familes HearBuilder 10 x $199 Headsprout 6 x $275	Aptitud	$ 3,976.71
5200	Participant Travel/	ongoing workshops	Aptitud	$ 2,500.00
7000	Indirect Costs	District Indirect Cost Rate 7.11%	Aptitud	$ 13,103.58
5100	Subagreement for	N/A	Aptitud	$ -
6000	Capital Outlay	N/A	Aptitud	$ -
TOTAL				$ 197,401.80

Form Approval - For CDE use Only

Early Literacy Support Block Grant

Educator Excellence and Equity Division
California Department of Education

Budget Approval	CDE Responses
Local Educatioan Agency (LEA) Name	Alum Rock Union School District
Grant Award Amount	
CDE Fiscal Analyst Name	[Insert CDE Fiscal Name Here]
CDE Fiscal Analyst Date Authorized	[Insert Date Authorized Here]
CDE Program Monitor Name	[Insert Program Monitor Name Here]
CDE Program Monitor Date Authorized	[Insert Date Authorized Here]
CDE Administrator Name	[Insert Administrator Name Here]
CDE Administrator Date Authorized	[Insert Date Authorized Here]



Early Literacy Support Block Grant

Aptitud Academy at Goss
2021-2024

Early Literacy Support Block Grant

- Runs for 3 academic years
- To support literacy programming for our school
- Identified by ELA performance in 3rd grade (2018-19)

2021- 2022
2022 - 2023
2023 - 2024

Goal

Increase **structures of professional development**, **build capacity** from within our staff and ensure that students have access to the **best research-based literacy instruction**

Demographics: Who will this work support?

Aptitud Community Academy at Goss

- **Title I school**
- **Grades TK - 3**
- **199 students**
- **62.3% English Learners**
- **9% SPED**

Data and Assessments

CAASPP (2019) 6.8% of 3rd graders proficient
What is happening before 3rd grade?

⬇

FastBridge 43% of students meeting benchmarks
What skills do they need?

⬇

Benchmark Level Screener 32% of students reading fluently
What foundational skills do we need to address in instruction?

⬇

DIBELS
A research-based, reliable foundational skills assessment recommended by the grant team

DIBELS

Measures the following foundational skills in literacy development:

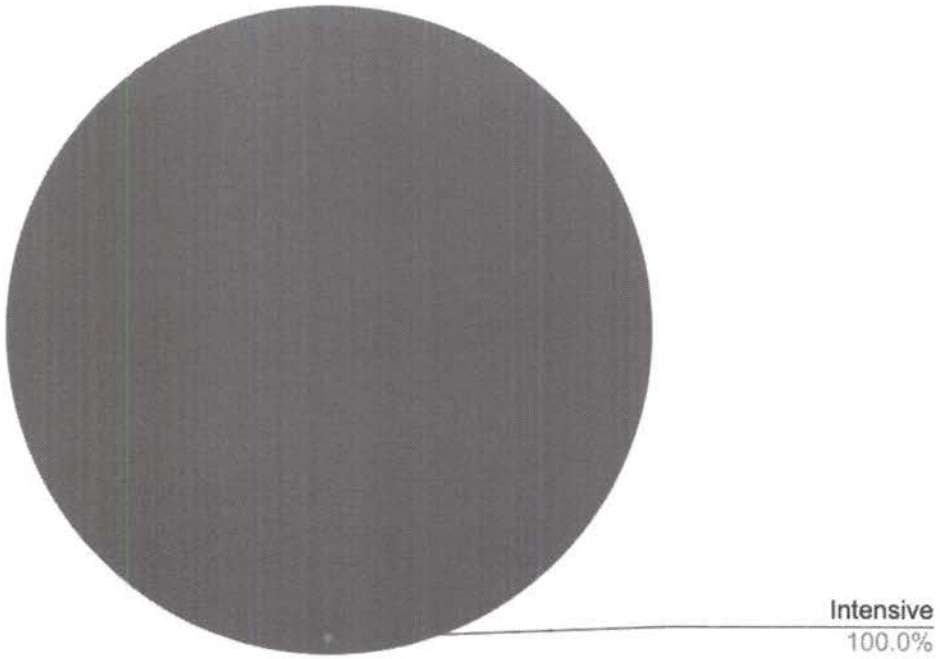
Phonemic Awareness
Letter Knowledge
Fluency
Accuracy
Comprehension

Alphabetic Knowledge:

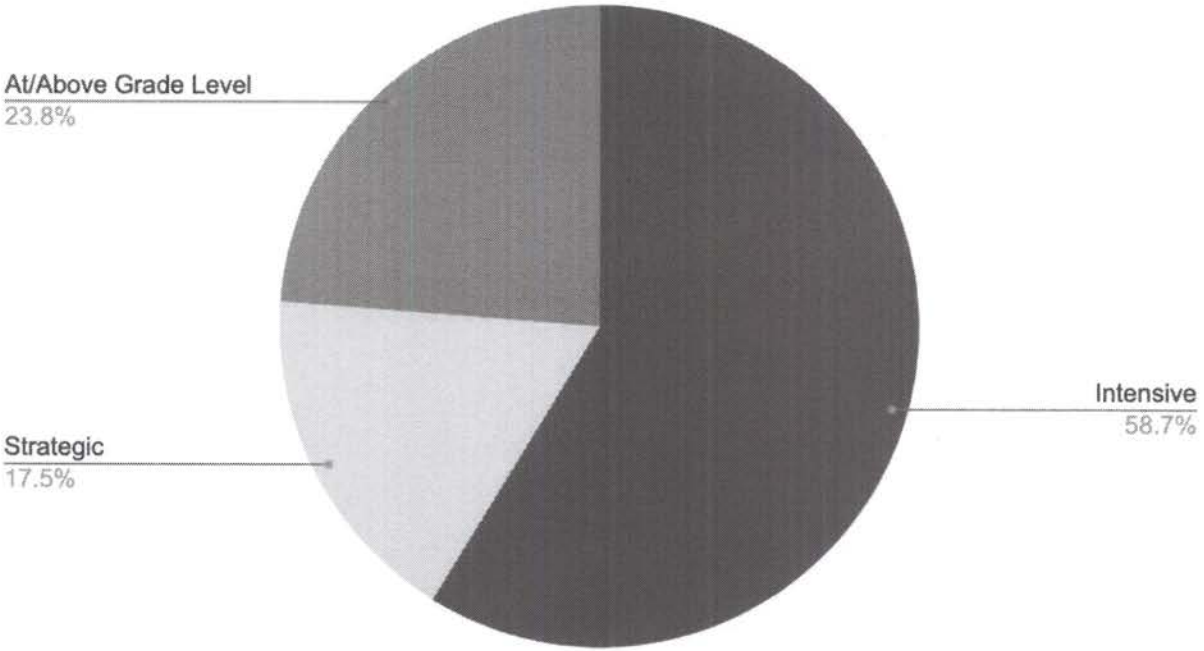
Fluency of Letter Names

Fluency of sounds

K - 2 Alphabetic Knowledge



K - 3 Nonsense Word Fluency



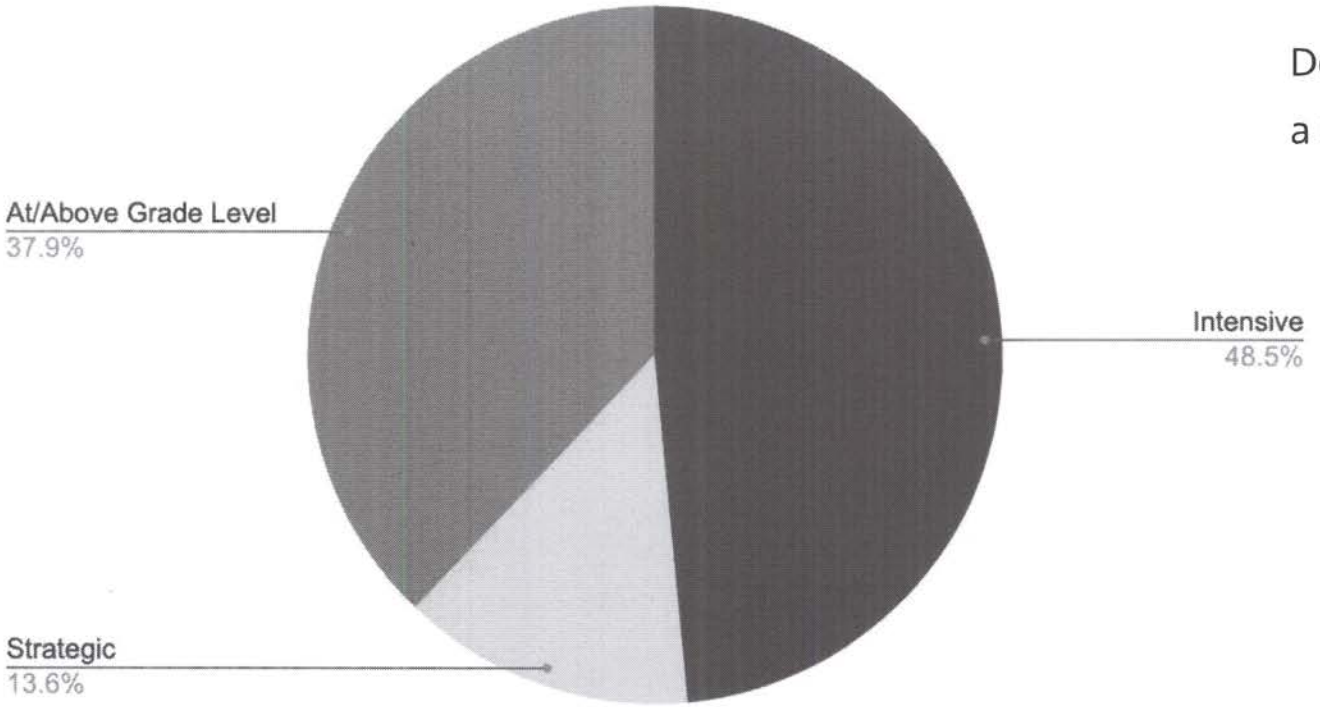
Nonsense Word Fluency:

Application of:

Alphabetic knowledge

Phonics rules

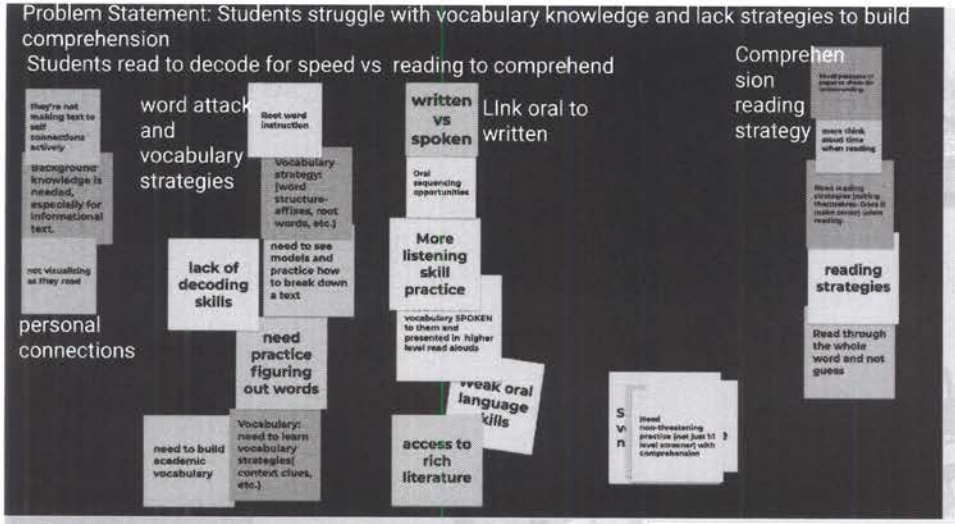
K - 3 Word Fluency

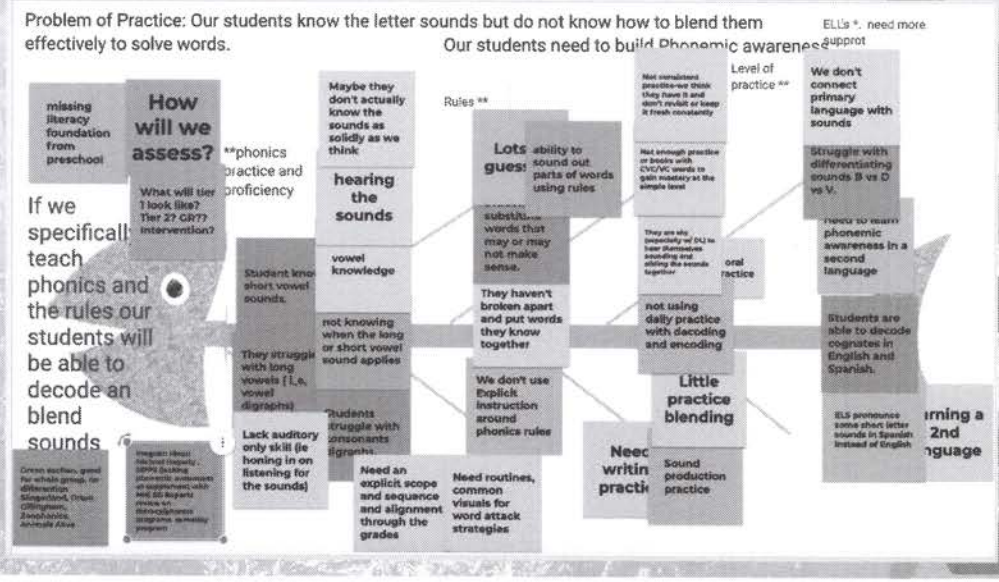


Word Fluency:

Decoding of words at a relevant pace

Needs Assessment





In Summary:

Students	Staff
• need more explicit instruction in reading foundational skills • More daily practice, to become Word detectives not only whole word readers • Additional opportunities to practice at home with family to build literacy foundations	• Need access to more explicit phonics and phonemic awareness program • Need for staff development to develop expertise in Early Literacy Instruction

Plan of Action

SMARTe Goals

Goal #1

We will improve TK - 3 readiness to read through **addressing foundational skills** of letter knowledge and phonemic awareness **by using explicit instruction** (SIPPS and Heggardy), giving daily practice and carefully selecting practice texts as measured by the district's reading foundational skills assessment (given quarterly) by June 2022.

Goal #2

We will improve students' fluency and overall decoding skills by **implementing an explicit, research based phonics program** (SIPPS) as measured by nonsense words, word reading fluency and fluency in the DIBELS assessment (SIPPS assessment) by June 2022.

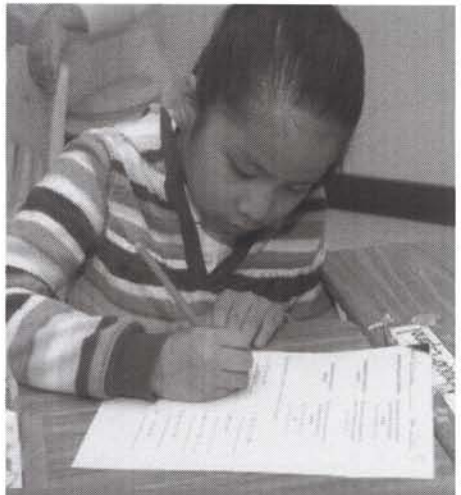
Goal #3

We will improve TK - 3rd students' comprehension by explicitly exposing them to **academic vocabulary,** giving them opportunity to discuss and **build oral language skills**, all by carefully selecting language rich text. We will measure their comprehension of grade level text through the leveled screener by June 2023

How do we plan to address this?

Teacher Professional Learning

Family Workshops



Student Programming

Year 1

Leaders Will:	Teachers Will:	Students Will:
• Create assessment calendar to facilitate **progress monitoring of K-3 students** • Facilitate **grade level collaborations** to monitor student progress • Participate in administrator **training** for Elementary Reading • Facilitate **parent workshops** around foundational reading skills • Purchase SIPPS and Heggerty **materials and provide PDs**	• **Participate in CORE's Online Elementary Reading Academy** • Assess students on a quarterly basis to measure progress • Implement SIPPS **phonics** program and Heggerty **Phonemic Awareness** Program • Collaborate with CORE support to **deepen implementation practices around foundational skills**	• Have daily practice around reading foundational skills • Build **skills and strategies to support word decoding** • Build skills to hear and use letters and sounds systematically • **Build oral language** skills through read alouds

Year 2

Leaders Will:	Teachers Will:	Students Will:
• Monitor use of assessment calendar and data analysis to drive instruction • **Facilitate grade level collaborations** to monitor student progress • Facilitate **parent workshops around comprehension skills** • Work with CORE support team to move implementation forward	• Assess students on a quarterly basis to measure progress • Continue to Implement SIPPS phonics program and Heggerty Phonemic Awareness Program • Collaborate with CORE support to **deepen implementation practices around foundational skills** • Collaborate as a grade level team to understand and apply **reading comprehension strategies**	• Have daily practice around reading foundational skills • Apply skills and strategies to **support word decoding** • **Build skills** to hear and use letters and sounds systematically • **Build** oral language skills and **comprehension** through read alouds

Year 3

Leaders Will:	Teachers Will:	Students Will:
• Monitor use of assessment calendar and data analysis to drive instruction • Facilitate grade level collaborations to monitor student progress • Facilitate **parent workshops around vocabulary skills** • Work with CORE support team to increase **implementation of Benchmark**	• Assess students on a quarterly basis to measure progress • Continue to Implement SIPPS phonics program and Heggerty Phonemic Awareness Program • Collaborate with CORE support to **deepen implementation practices of Benchmark** around vocabulary and comprehension	• Have daily practice around reading foundational skills • Apply skills and strategies to support word decoding • Build skills to hear and use letters and sounds systematically • Build **oral language skills** through read alouds • **Build vocabulary skills** through daily practice

General Expenditures

Professional Learning Supports

Staff (Admin and teachers) will collaborate with CORE Learning and site leadership to implement best literacy practices

Supplemental Materials

Additional materials to support explicit reading foundational instruction

Extended duty

Teachers will be compensated to participate in over 40 hours of professional learning

After School Supports

Parent Workshops and tutoring opportunities will be offered outside of school hours

Questions or Comments

THANKS!

Does anyone have any questions?

Rebecca Jensen, Principal

rebecca.jensen@arusd.org

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Please keep this slide for attribution

K

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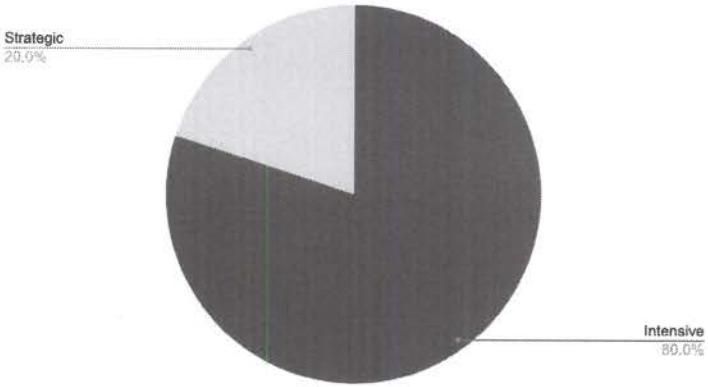
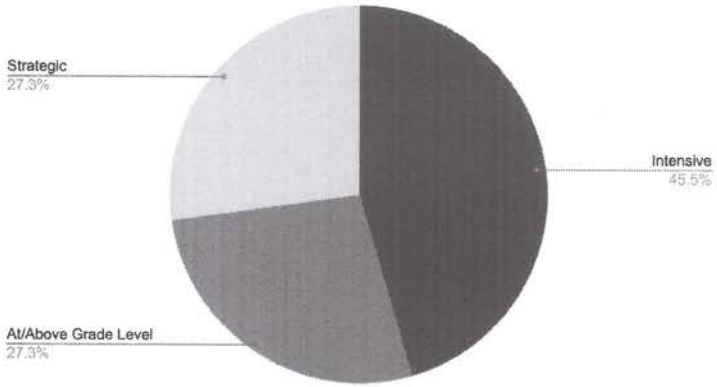
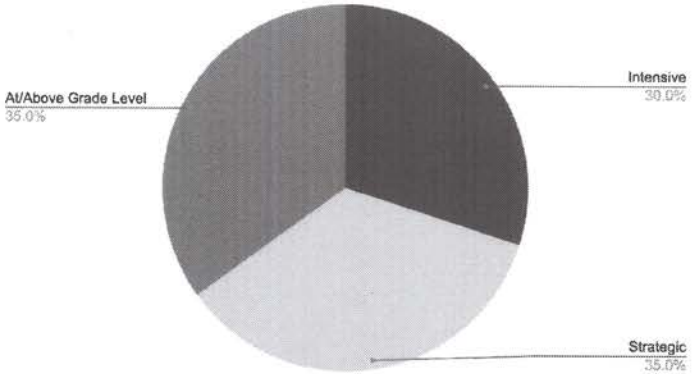
Kindergarten: Letter Naming



Kindergarten Nonsense Words

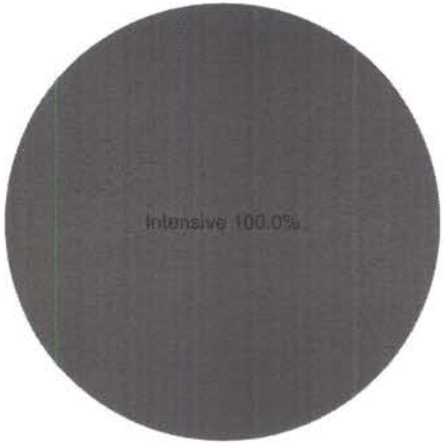


Kindergarten: Word Reading Fluency

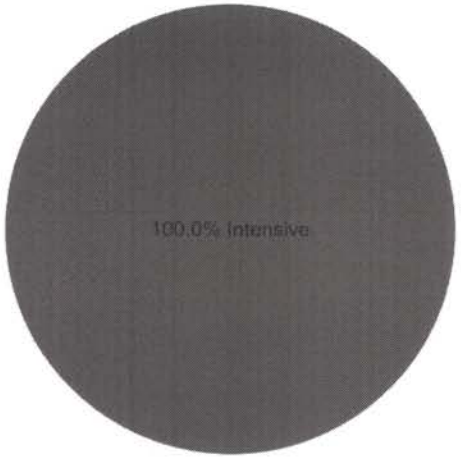


1st GRADE: DIBELS

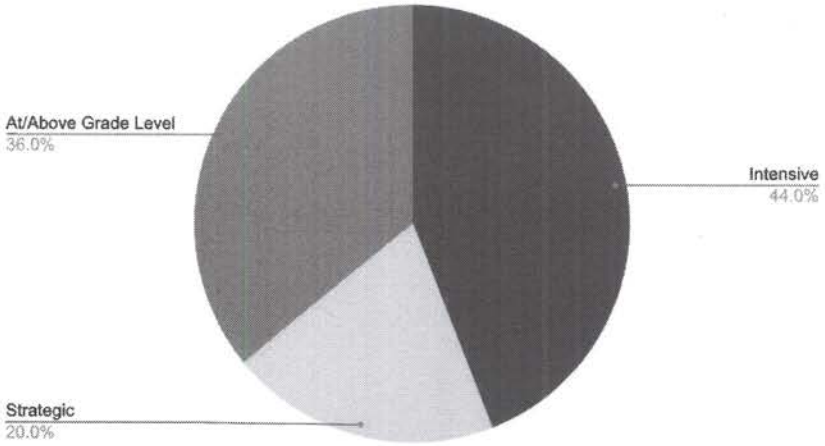
First Grade: Letter naming fluency



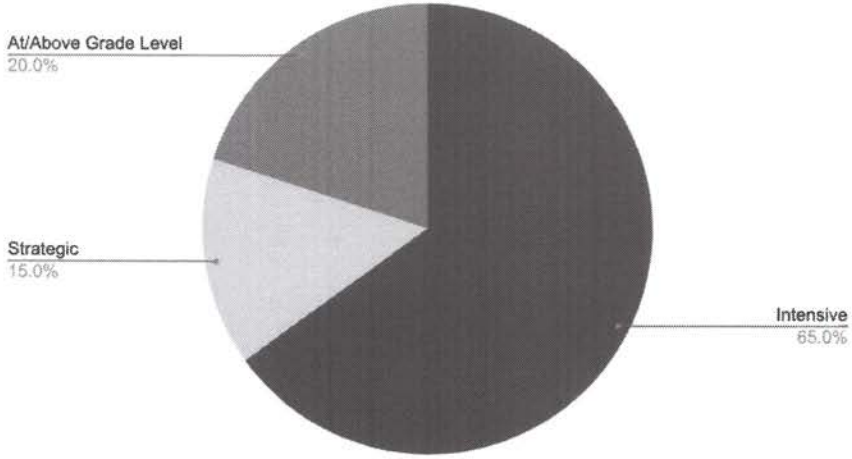
First Grade: Phoneme Segmentation Fluency



First Grade: Nonsense Word Fluency

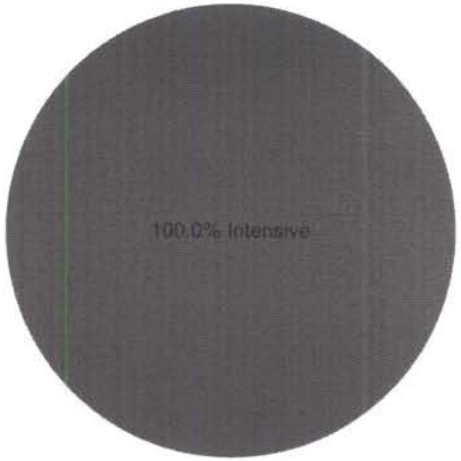


First Grade: Word Reading Fluency

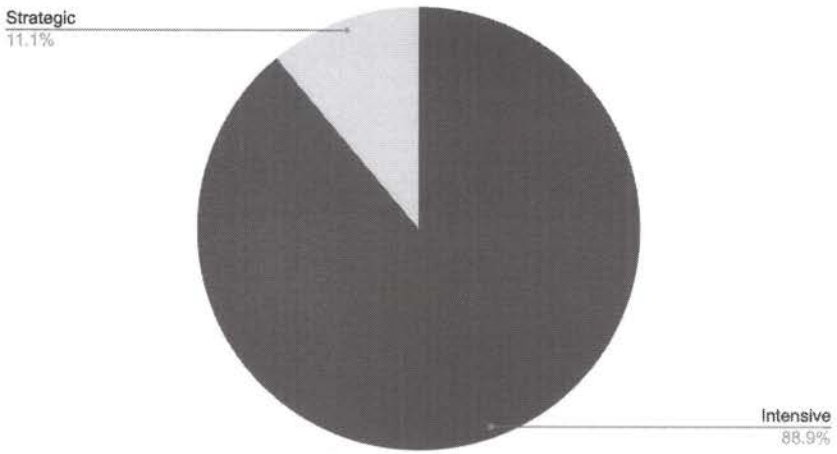


2nd GRADE: DIBELS

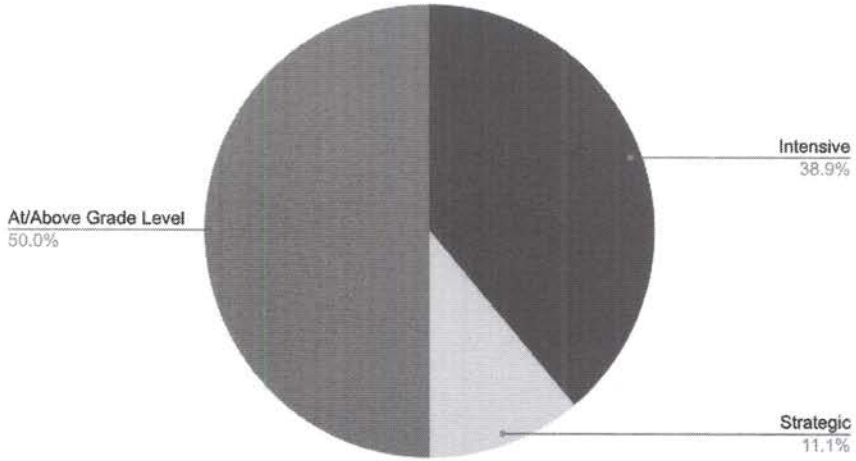
Second Grade: Nonsense Words: Correct Letter Sounds



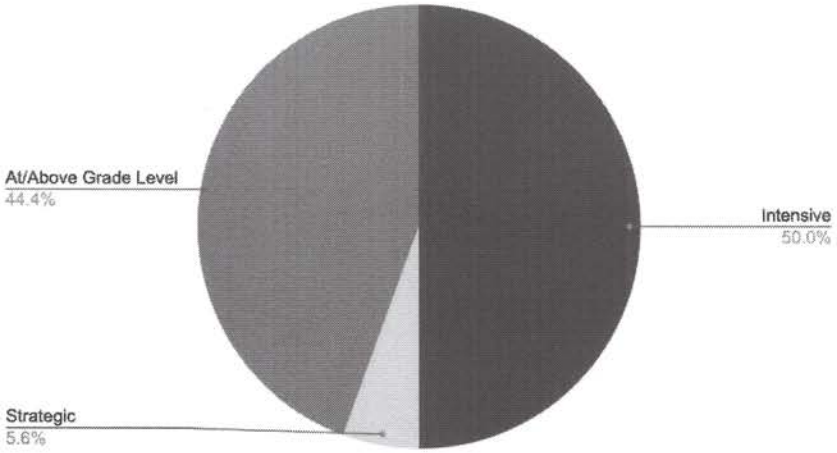
Second Grade: Nonsense Words: Whole Word Read



Second Grade: Oral Reading Fluency

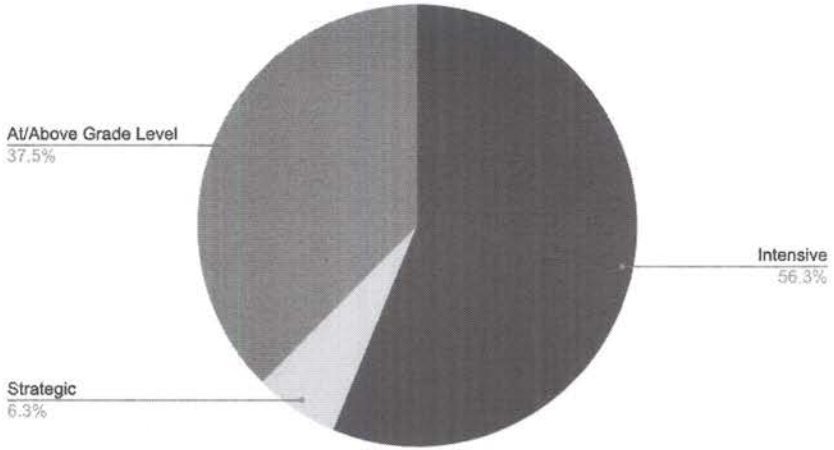


Second Grade: Word Reading Fluency

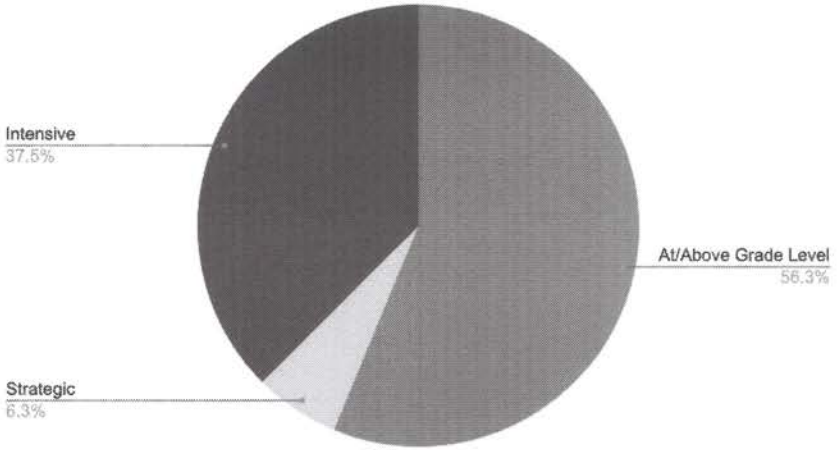


3rd GRADE: DIBELS

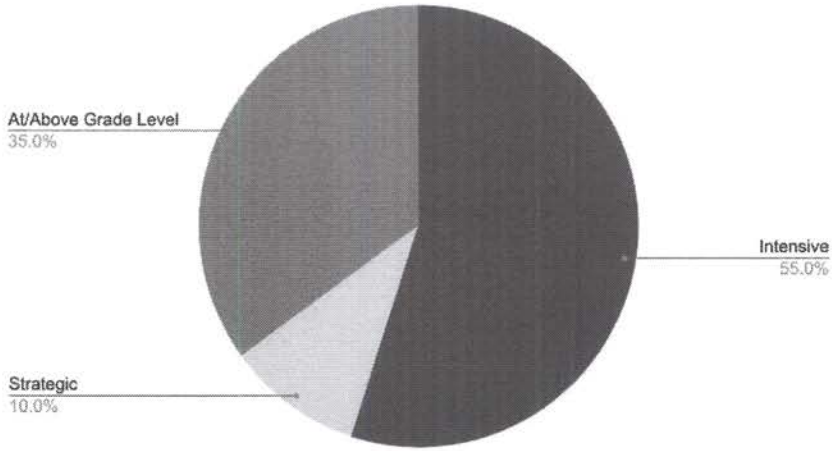
Nonsense Word Fluency



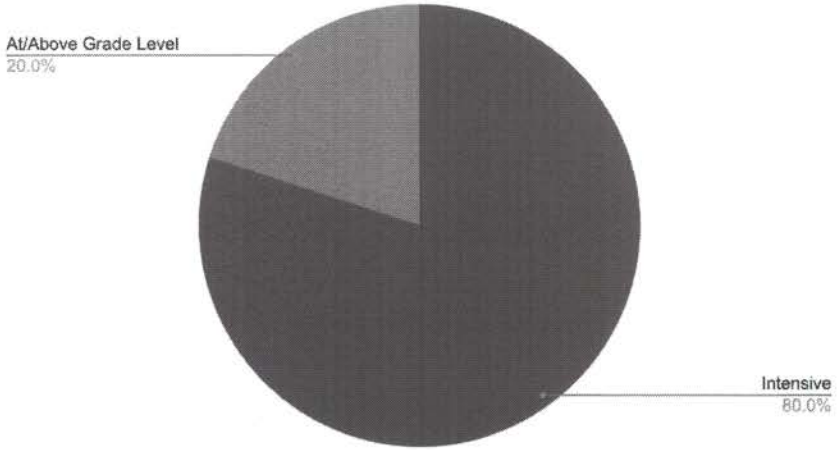
Word Reading Fluency



Oral Reading Fluency



Accuracy



5.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 23, 2021

Subject: **California State Preschool Program (CSPP) Contract CSPP-1550**

Staff Analysis: **Adoption of Resolution No. 02-21/22 entering into a partnership with the California Department of Education for the purpose of providing early learning/childcare and development within Alum Rock Union Elementary School District for Fiscal Year 2021-2022. Contract number CSPP-1550 in the amount of $585,488.00. Alum Rock Union Elementary School District will be providing preschool services to Adelante I and Adelante II.**

Recommendation: **Staff recommends that the Board of Trustees approve Resolution No. 02-21/22 as submitted.**

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

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

To the Board of Trustees:

Recommend Approval

5.04
Agenda Placement

Meeting: July 8, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 02-21/22
California State Preschool Programs (CSPP) Contract
CSPP-1550

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 2021-22;

WHEREAS, contract CSPP-1550 in the amount of $585,488.00 provides subsidized care for preschool programs located at Alum Rock Schools for families who meet eligibility criteria established by the California Department of Education;

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

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of Alum Rock Union Elementary School District authorizes entering into local agreement number CSPP-1550;

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 8TH day of July, 2021, 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:

Corina Herrera-Loera, President _____

Andrés Quintero, Vice President _____

Ernesto Bejarano, Clerk _____

Linda Chavez, Member _____

Minh Pham, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on July 8, 2021.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

CALIFORNIA DEPARTMENT OF EDUCATION

F.Y. 21 - 22

DATE: July 01, 2021

CONTRACT NUMBER: CSPP-1550

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 43-6936-00-1

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 REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail. The Contract must meet the specifications of the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS 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, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed $49.85 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $585,488.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS
Minimum Child Days of Enrollment 11,745.0
Minimum Days of Operation (MDO) Requirement 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/ftc2021.asp

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE) Dr. Dianna J. Ballesteros
PRINTED NAME OF PERSON SIGNING: Jaymi Brown,	PRINTED NAME AND TITLE OF PERSON SIGNING: Dr. Dianna Ballesteros, Director of Early Learning
TITLE: Contract Manager	ADDRESS: 2930 Gay Avenue, San Jose, CA 95127

AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 585,488	PROGRAM/CATEGORY (CODE AND TITLE): Child Development Programs		FUND TITLE: General	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: $ 0	(OPTIONAL USE) 0656 23038-6936			
TOTAL AMOUNT ENCUMBERED TO DATE: $ 585,488	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE): 702 SACS: Res-6105 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER			DATE	

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Alum Rock Union Elementary School District	77-0016360

By (Authorized Signature)

Dr. Dianna J. Ballesteros

Printed Name and Title of Person Signing

Dr. Dianna Ballesteros, Director of Early Learning

Date Executed	Executed in the County of
6/23/2021	Santa Clara, California

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

California Department of Education
Fiscal & Administrative Services Division
CO-005 (NEW 4/2020)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of $100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts $100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
   Alum Rock Union Elementary School District
2. Federal ID Number:
   77-0016360
3. By (Authorized Signature):
   Dr. Dianna J. Ballesteros
4. Printed Name and Title of Person Signing:
   Dr. Dianna Ballesteros, Director of Early Learning
5. Date Executed:
   6/23/21
6. Executed in the County and State of:
   Santa Clara, California

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (CO-005)

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of $100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts $100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. *Proposer/Bidder Firm Name (Printed)* Alum Rock Union Elementary School District	*Federal ID Number* 77-0016360
By (Authorized Signature) Dr. Dianna J. Ballesteros	
Printed Name and Title of Person Signing Dr. Dianna Ballesteros, Director of Early Learning	
Date Executed 6/23/2021	*Executed in the County and State of* Santa Clara, California

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
Alum Rock Union Elementary School District	77-0016360
By (Authorized Signature) Dr. Dianna J. Ballesteros	
Printed Name and Title of Person Signing Dr. Dianna Ballesteros, Director of Early Learning	
Date Executed 06/23/2021	*Executed in the County of* Santa Clara, California

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award

of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.
Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.
Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:
a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS (CO.8)

CO.8 (REV. 5/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

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1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Adelante Dual Language Academy,
2999 Ridgemont Avenue, San Jose CA 95127

Adelante Dual Language Academy II
1970 Cinderella Lane, San Jose CA 95116

Check [ ] if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
Alum Rock Union Elementary School District	CSPP-1550

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Dr. Dianna Ballesteros, Director of Early Learning

SIGNATURE

Dr. Dianna J. Ballesteros

DATE

06/23/2021

5.05

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 23, 2021

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. 03-21/22 as submitted.**

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

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

To the Board of Trustees:

Recommend Approval

5.05
Agenda Placement

Meeting: July 8, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 03-21/22
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 8TH day of July, 2021, 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:

Corina Herrera-Loera, President _____

Andrés Quintero, Vice President _____

Ernesto Bejarano, Clerk _____

Linda Chavez, Member _____

Minh Pham, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on July 8, 2021.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

5.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 23, 2021

Subject: **THINK Together Designation of California State Preschool Program (CSPP) Facility Responsibility- Adelante II**

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

Recommendation: **Staff recommends that the Board of Trustees approve Resolution No. 04-21/22 as submitted.**

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

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

To the Board of Trustees:

Recommend Approval

5.06

Agenda Placement

Meeting: July 8, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 04-21/22
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 8TH day of July, 2021, 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:

Corina Herrera-Loera, President _____

Andrés Quintero, Vice President _____

Ernesto Bejarano, Clerk _____

Linda Chavez, Member _____

Minh Pham, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on July 8, 2021.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

5.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: June 28, 2021

Subject: **ARUESD 2021-22 Instructional Calendar**

Staff Analysis: The Instructional Calendar is an agreed-upon calendar that includes report card timelines, minimum days, and holidays. The Instructional Calendar reflects 180 days students are in attendance.

Recommendation: Staff recommends approval of the attached 2021-22 Instructional Calendar as submitted.

Submitted by: Barbara Campbell Title: Director of Academic Services

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

To the Board of Trustees: Meeting: July 8, 2021

Recommended Approval

5.07

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Alum Rock Union Elementary School District
2021 - 2022 Instructional Calendar / QUARTER

7/05 Independence Day Observed

8/11 New Teacher Orientation

8/13, 8/16 Teacher Prep Days

8/17 First Day of School

9/06 Labor Day Observed

10/19 End of First Quarter

10/19, 10/20 , 10/25 - 10/27 **EL/MS Conferences**

11/11 Veteran's Day Observed

11/12 Non-student Day

11/22-11/26 Thanksgiving Break/Non-student Days

12/20 - 12/31 Holiday Break

01/03 Non-student day

1/17 Martin Luther King Day Observed

1/19 End of Second Quarter

1/19, 1/21 Minimum Days

2/21 - 2/25 Presidents' Day/Winter Break

2/21 - 2/25 Non-student Days

3/30 End of Third Quarter

3/30 Minimum Day

4/01 Cesar Chavez Day Observed

4/4 Minimum Day

4/18 - 4/22 Spring Break

5/30 Memorial Day Observed

6/7, 6/8, & 6/10 Minimum Days

6/10 End of Fourth Quarter

6/10 Last Day of School

NON STUDENT DAYS **LEGAL/LOCAL HOLIDAYS**

ELEM. & M.S. MINIMUM INSTRUCTIONAL DAYS: See back of page

NEW TEACHER ORIENTATION:	**8/11**	
MANDATORY TEACHER WORKDAYS	**8/13**	**8/16**
STARTING/ENDING DATES OF SCHOOL	**8/17**	**6/10**

End of Quarters 10/19, 1/19, 3/30, 6/10

Elementary Schools:

K-5 Progress Reports sent home to parents who did not attend conferences: 10/28

K-5 Progress Reports for "At-Risk" students only go home: 4/5

K-5 Standards-based Report Cards go home: 1/24, 6/10

Middle Schools:

6-8 Report Card grades to be electronically Submitted: 10/29, 1/28, 4/11, 6/9

6-8 Progress Report dates: 9/27, 12/9, 3/7, 5/17

Conferences:

Middle & Elementary Schools: 10/19, 10/20 , 10/25, 10/26, & 10/27

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2021- 2022

Minimum Instructional Days (Quarters Only)

Elementary and Middle School Minimum Days:

Oct. 19, 20, & 25 2021
- K-5 **Progress Reports** for all students completed

Oct. 26 & 27 2021
- 6-8 Report Cards (regular) for all students completed
- There is a reduction of 80 minutes of instructional time for the minimum days for the purpose of preparing reports and conferencing.

October 28, 2021
- K-5 Progress Reports sent home to parents who did not attend conferences.

October 29, 2021
- 6-8 Report Cards **to be electronically submitted**

Elementary and Middle School Minimum Days:

Jan. 19 & 21, 2022
- K-5 **Report Cards** (standards-based) for all students completed
- 6-8 Report Cards (regular) for all students completed
- There is a reduction of 80 minutes of instructional time for the minimum days for the purpose of preparing reports.

January 24, 2022
- K-5 Report Cards sent home with students

January 28, 2022
- 6-8 Report Card grades **to be electronically submitted**

Elementary and Middle School Minimum Days:

March 30, 2022
- K-5 **Progress Reports for "At-Risk"** students only completed

April 4, 2022
- 6-8 Report Cards (regular) for all students completed
- There is a reduction of 80 minutes of instructional time for the minimum days for the purpose of preparing reports.

April 5, 2022
- K-5 Progress Reports for "At-Risk" students only sent home with students

April 11, 2022
- 6-8 Report Card grades **to be electronically submitted**

Elementary and Middle School Minimum Days:

June 7, 8, & 10
- K-5 **Report Cards** (standards-based) for all students completed
- 6-8 Report Cards (regular) for all students**completed
- There is a reduction of 80 minutes of instructional time for the minimum days for the purpose of preparing reports.

June 9, 2022
- 6-8 Report Card grades **to be electronically submitted**

June 10, 2022
- K-5 Report Cards sent home with students

*** Due date for 8th grade report card grades TBD @ site*

Middle School Academic Progress Reports

- September 27, 2021: Quarter 1 Progress Reports **to be electronically submitted by office staff**
- December 9, 2021: Quarter 2 Progress Reports **to be electronically submitted by office staff**
- March 7, 2022: Quarter 3 Progress Reports **to be electronically submitted by office staff**
- May 17, 2022: Quarter 4 Progress Reports **to be electronically submitted by office staff**

RS/amc: Academic Services Department
Board Approved: July 8 2021

5.08

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: June 28, 2021

Subject: **Start and End Times for the School Year 2021-22**

Staff Analysis: The Academic Services Department, Child Nutrition Services Department, and Transportation Department collaborated with School Administrators to prepare the 2021-22 Start and End times. Start and End times were completed based on instructional requirements, transportation availability, food service scheduling, student safety concerns, special education programming and requirements, and bargaining unit contract guidelines.

Recommendation: Staff recommends approval of the attached Start and End Times for the 2021-22 school year as submitted.

Submitted by: Barbara Campbell BC Title: Director of Academic Services

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

To the Board of Trustees: Meeting: July 8, 2021

Recommended Approval

5.08

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

2021-2022 Start and End Times

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

TK Start and End Times

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

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

*Lyndale Kindergarten classes begin at 8:15

** K-8 Schools

***K-7 School

Revision Date: 6/14/2021

Pending Board Approval 6/8/2021

6.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

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

Staff Analysis:

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

Submitted by: Tereasa Smith Title: Director, Human Resources

To the Board of Trustees: **Information Only**

Meeting: July 8, 2021
Regular Board Meeting

6.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

July 8, 2021

CERTIFICATED RESIGNATIONS:

I. **Resignations:**

1.	Estep, Seyem	Teacher, Music/V.A.P.A. Programs	06/28/2021
2.	Garcia, Natasha	1/Adelante Academy I	06/28/2021
3.	Magsino, Noli	Music/V.A.P.A. Program	06/14/2021
4.	Nguyen, Minh-Giang	Principal/Renaissance Academy II	06/30/2021
5.	Solorio, Ruth	1/Adelante Academy II	06/30/2021
6.	Vidales, Lupe	School Psychologist/Special Education Dept.	07/15/2021
7.	Woods, Jasmine	SDC/Special Education Dept.	06/30/2021

6.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Ratify Payments to Teamsters Child Nutrition Services Workers for Meal Transportation.**

Staff Analysis:

Due to the COVID-19 pandemic, Child Nutrition Services workers delivered meals to various school sites using their personal vehicles. The district agrees to pay a $500.00 stipend to Child Nutrition Services Workers who delivered food utilizing their personal vehicle on April 15, 2021 through June 27, 2021. Child Nutrition Workers who deliver food in their personal vehicle during the summer school of 2021 will be paid an additional $500.00 stipend.

Recommendation:

District administration is recommending that the Board of Trustees ratify the payments.

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

To the Board of Trustees: **For Ratification**

Meeting: July 8, 2021 Regular Board Meeting

6.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

MEMORANDUM OF UNDERSTANDING

BETWEEN

TEAMSTERS LOCAL #150

AND

ALUM ROCK ELEMENTARY SCHOOL DISTRICT

REGARDING

CHILD NUTRUITION SERVICE WORKERS MEAL TRANSPORTATION

Date: June 28, 2021

Due to the Covid 19 pandemic, many of the Child Nutrition Services workers have gone over and above their normal manner of providing meals to the children of the Alum Rock Elementary School District. Specifically, the Child Nutrition Service workers delivered meals to various school sites utilizing their personal vehicles.

Based on the circumstances described above, the district agrees to pay a $500.00, (five hundred dollars) stipend for Child Nutrition Service works who delivered food utilizing their personal vehicle during the period of April 15, 2021 through June 27, 2021.

In addition, Child Nutrition Service workers who deliver food in their personal vehicles during the summer school of 2021 will be paid an additional $500.00 (five hundred dollars) stipend.

This Memorandum of Understanding shall expire at the end of the 2021 summer school period.

Teamsters Local#150

Date: 6/28/21

Alum Rock Elementary School District

Date: 6/28/21

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 6.03
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 the Revision of the Confidential Salary Schedule.**

Staff Analysis:

It is the recommendation of staff that the Governing Board approve the revision of the Confidential Salary Schedule to include the added title/position Administrative Assistant/Human Resources (Confidential).

Submitted by: Tereasa Smith Title: Director, Human Resources

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

6.03

Agenda Placement

Meeting: July 8, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
CONFIDENTIAL SALARY SCHEDULE
2018-19 (3%)

Board Approved: November 14, 2019
Effective: July 1, 2018

Title/Position	Work Year	1	2	3	4	5	6
Senior Executive Assistant, Superintendent	220	$ 82,432	$ 86,556	$ 90,880	$ 95,424	$ 100,195	$ 105,205
Executive Assistant Executive Assistant, Superintendent Communications Support Administrative Assistant/Human Resources (Confidential)	220	$ 69,740	$ 73,228	$ 76,887	$ 80,732	$ 84,692	$ 89,007
Secretary, Confidential	220	$ 56,266	$ 59,077	$ 62,031	$ 65,133	$ 68,389	$ 71,809

Longevity Increments (5): $2,325 at 10, 14, 18, 22 and 25 years to the District. For initial placement of new Confidential employees, relevant outside management experience may be used for placement on the salary schedule, including granting of any longevity increment(s).

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

7.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 27, 2021

Subject: **Sunbelt Staffing Independent Contract**

Staff Analysis: The proposed contract is for occupational, speech and mental health services with Sunbelt Staffing. Services will take place on days school is in session and during Extended School Year (ESY). Occupational and speech therapist services students at various sites with these services identified needs as per the students' IEP.

Recommendation: Staff recommends that the Board of Trustees approve the contract with Sunbelt Staffing for the 2021-2022 school year. The cost of this contract is $394,120.

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

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

To the Board of Trustees:

Recommend Approval

7.01
Agenda Placement

Meeting: July 8, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

PROGRAM MANAGER: Anthony Colonna

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

   Name of Individual/Company: Sunbelt Staffing

   Address: 3687 Tampa Rd #200 City: Oldsmar State: FL Zip: 34677

   Phone: (813) 792-3458 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2021 end date June 30, 2022

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

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

   Occupational therapist services students at various sites with occupational therapy identified needs per the students' IEP. Speech therapist will services students at various sites with speech services per the students' IEP. Mental health behavioral support to special education students/programs per IEP at the Ocala ED program during the 2021-2022 school year.

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

   X a. **Fee Rate:** $100, $85, $110 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

   080-6500-0-5815-00-5001-3140-000000-380-1801

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
080-	6500-0	5815-00-5750	1120-	394,120	000000	380-1820
080-	6546-0	5815-00-5750	1190-		000000	380-6546

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

Sunbelt Staffing

Scope of Services

Special education programs across the United States benefit every day from our contract and permanent staffing solutions. Our rigorously screened professionals not only help control costs, but they possess the skills necessary to perform well. Originally, Sunbelt Staffing focused exclusively on the placement of speech-language pathologists, occupational therapists, physical therapists and assistants. We expanded our services to meet the emerging and ever-changing needs of our clients, particularly those of school districts and the growing number of students who receive specialized services. Today, we fulfill the following resource needs:

- Speech-language pathologists
- Social workers
- Occupational therapists
- Behavior specialists
- Physical therapists
- Sign language interpreters
- Registered nurses
- School psychologists
- Music therapists
- Licensed practical nurses
- Teachers of the visually impaired
- Special education teachers
- Life skills teachers
- Assistants – SLP, OT, PT
- Counselors
- Adaptive physical education teachers

Staffing Program

Sunbelt will continue to utilize our proven recruiting and screening methods to provide SBCS with the most qualified professionals in the requested disciplines.

Recruiting

Our growth and unparalleled client list are evidence that Sunbelt Staffing is competing differently in the staffing arena. We consider our recruiting and screening methods the backbone of our business.

Our staff is comprised of industry professionals who play support and point roles for our clients and candidates. Sunbelt retains a large contingent of experienced recruiting consultants with specific recruiting and employment law training. They are community leaders and proven achievers whose integrity and experience set them apart from the typical. Our consultants are cross-trained by specialty to better understand the nuances of each department.

Some of our recruitment sources include:

- Advertising
- Bilingual/minority recruiting
- College career centers
- Community resources
- Consultant referrals

- Job fairs and open houses
- Networking
- Source recruiting
- Sunbelt Staffing's website job board
- State job services

Recruiting For Today's Generation

As one of the largest healthcare staffing firms in the world, Sunbelt knows our key to success lies with our ability to attract and retain top talent. In a competitive market characterized by perpetual change and growth, Sunbelt combines our proven recruiting practices with innovative recruitment techniques, bolstered by our pervasive internet presence, to catch the attention of the resources you need to keep your business moving forward.

Evolving with the world around them, our account managers have gone viral. By utilizing social media sites, such as Facebook, Twitter, YouTube and LinkedIn, account managers are able to connect with candidates on a personal level, making it easier than ever to place them in ideal opportunities.

Interview Process

After recruiting a pool of promising candidates, we conduct pre-screen interviews of approximately 20 minutes. During this interview, our national account manager assesses candidates' technical skills and overall suitability as they relate to the position requirements. Our national account manager also determines the candidates' motivations for pursuing a new position, financial expectations and geographic limitations and non-technical skills.

Sunbelt Staffing's in-person screening interview covers past and current positions, expectations and preferences. During this time, we communicate the specific needs of the client to the candidate. Probing questions, seeking detail and substantiation, reveal the true depth of the candidate's skill level. The candidate must also demonstrate a commitment to take the engagement if it is offered, as well as a commitment to stay on the engagement for the duration of the contract.

To confirm that a candidate has a strong history of job performance, Sunbelt checks a minimum of two (2) previous or current professional references for each consultant we hire. These references must reveal positive remarks regarding, work habits, attendance and technical and interpersonal skills. As we respect an individual's need for confidentiality while securing new employment, we may rely on previous employment references rather than the current employer. At the client's request, candidate references are submitted to the client along with the candidate's resume and profile sheet. Our entire screening and hiring process, from the receipt of an application to the extension of a job offer, is thoroughly documented.

Staff Qualifications

We strive to be your complete resource for special education staffing. All of our consultants are required to maintain the proper state and federal requirements for their specialty and meet the following minimum requirements:

- Meet the specific education level required by specialty
- Membership with applicable national organizations
- Minimum of three months school experience

- Two letters of recommendation
- Excellent communication skills
- Proven track record of excellence
- Flexibility
- Good documentation skills
- Clear background check

Additional qualities assessed upon interview are:

- Ability to perform assessments
- Ability to design and implement treatment programs
- Ability to maintain complete and accurate treatment notes, progress reports, all other required documentation
- Knowledge and use of Response to Intervention (RTI) model
- Ability to work under individual, group, classroom-based intervention model
- Preparation and implementation of Individualized Education Plans (IEP)
- Participation on student study teams
- Experience with educationally relevant interventions
- Willingness to provide supervision of clinical fellows and assistants
- Knowledge and ability to file Medicaid claims

Training Programs

The ongoing education of our employees and consultants plays a key role in providing quality services to our clients. Sunbelt Staffing encourages our staff to keep abreast of the ever-changing special education and healthcare fields and provides resources to help them increase their knowledge base. In addition, Sunbelt implements proficiency testing to determine our special education professionals' skill level within their specialty and assesses their capacity to utilize and apply their knowledge to deliver safe and effective services.

Sunbelt Staffing compensates our special education professionals for up to eight hours of facility-specific orientation before beginning their assignment. Sunbelt also works closely with clients to determine the appropriate training program for our employees. We encourage our clients to provide pertinent written materials, forms, assessments and videotapes so we may share them with our special education professionals.

Throughout tenure with Sunbelt, continuous evaluation is performed and documented to ensure quality care is consistent with today's ever-changing standards and to comply with applicable regulations and requirements.

Sunbelt Staffing

California Rate Sheet

2021 - 2022

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 - 80
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
Music Therapist	$60 - 80
Instructional Assistant / ParaEducator	$35 - 55
Bilingual / Teletherapy SLP, OT, TVI, TDHH, etc.	Add $5 – 15

Senior Account Manager
Brittany Riefler
Sunbelt Staffing
Office: (813) 792-3458
Fax: (877) 831-8513
Brittany.Riefler@SunbeltStaffing.com

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

7.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: June 21, 2021

Subject: Citizen Schools ASES contract for 2021-2022

Staff Analysis: Citizen Schools will provide (in-person and/or hybrid) after school homework support, apprenticeship activities, and enrichment opportunities for 112 students at George & Sheppard middle schools. These services will be paid with ASES funds.

Recommendation: Staff recommends the board approve the contract with the Citizen Schools for after school services for the 2021 – 2022 School Year. Cost of contract is $339,319.00.

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

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

To the Board of Trustees: Meeting: July 8, 2021

Recommended Approval

7.02
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State & Federal Dept. (School/Dept.) VENDOR NO. 21447

Submitted by: Sandra Garcia

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

   Name of Individual/Company: Citizen Schools

   Address: 330 Twin Dolphin Dr. Suite# 115 City: Redwood State: CA Zip: 94085

   Phone: (650) 517-5191 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 9, 2021 end date June 30, 2022

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

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

   Citizen Schools will provide (in-person and/or hybrid) after school homework support, apprenticeship activities and enrichment opportunities for 112 students at George & Sheppard middle schools. These services will be paid with ASES Funds.

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

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

   X b. **Other:** $339,319.00 (describe rate agreement) George - $169,192; Sheppard - $170,127

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	6010	0	5815	00	1110	1000	000000	360	1386	339,319.00	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

MASTER EDUCATIONAL PROGRAM SERVICES AGREEMENT

This Master Educational Program Services Agreement ("Agreement"), effective as of this first day of school__8/17/21___ ("Effective Date") is between Citizen Schools, Inc., a Massachusetts corporation with its principal place of business at 1 Beacon Street, Boston, MA 02108 ("Citizen Schools") and ARUSD having a principal place of business at 2930 Gay Ave, San Jose, CA 95127 ("Collaborator").

Introduction

Citizen Schools is a national nonprofit provider of educational program services.

Citizen Schools and Collaborator desire to work together to implement one or more educational programs (each, a "Program") that are described in one or more program collaboration schedules that the parties agree to enter into and incorporate by reference into this Agreement (each, a "School Partnership Agreement"). Each Program will be conducted for middle school students at the school identified in the applicable School Partnership Agreement (each a "School," collectively, the "Schools").

Citizen Schools and Collaborator desire to enter into this Agreement to define the parties' obligations with respect to the implementation of the Program(s) for students at the School(s).

1. Program

Citizen Schools and Collaborator shall work together to implement each applicable Program at the applicable School(s) in accordance with this Agreement. Each School Partnership Agreement outlines the relationship between the applicable School and Citizen Schools with regard to the conduct of the Program, the terms of which are fully incorporated into this Agreement and shall be binding upon Citizen Schools and Collaborator upon execution of the School Partnership Agreement. Should the Collaborator desire to conduct a Program at additional campus(es), an additional School Partnership Agreement shall be negotiated and incorporated into this Agreement prior to the commencement of Program services at the additional campus(es). Citizen Schools shall have no obligation to perform any services under this Agreement until this Agreement and the applicable School Partnership Agreement have been fully executed by both parties. Notwithstanding the foregoing, if Collaborator is a school district, the applicable School Partnership Agreement may be entered into by either Collaborator or the applicable School.

2. Limited Warranty; Disclaimer

2.1 Limited Warranty. CITIZEN SCHOOLS WARRANTS THAT IT WILL USE PROFESSIONAL AND WORKMANLIKE EFFORTS TO IMPLEMENT THE PROGRAM IN MATERIAL CONFORMANCE WITH THE APPLICABLE SCHOOL PARTNERSHIP AGREEMENT.

2.2 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 2.1, EACH PROGRAM AND ANY OTHER SERVICES AND MATERIALS PROVIDED BY CITIZEN SCHOOLS UNDER THIS AGREEMENT ARE PROVIDED AS IS. CITIZEN SCHOOLS MAKES NO OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO ANY PROGRAM OR ANY SERVICES OR MATERIALS PROVIDED BY CITIZEN SCHOOLS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, OR NON-INFRINGEMENT.)

3. Limitation of Liability

EXCEPT IN CONNECTION WITH THE INDEMNITY OBLIGATIONS SET FORTH IN SECTION 4, BELOW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, ARISING OUT OF THIS AGREEMENT, EVEN IF REASONABLY FORESEEABLE OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

IN NO EVENT SHALL CITIZEN SCHOOLS' AGGREGATE LIABILITY UNDER THIS AGREEMENT OR FOR ANY AND ALL MATTERS OR CAUSES OF ACTION, CUMULATIVELY, ARISING IN CONNECTION HEREWITH EXCEED THE TOTAL AMOUNTS PAID TO CITIZEN SCHOOLS UNDER THIS AGREEMENT IN THE THEN-PRIOR TWELVE (12) MONTH PERIOD.

4. Indemnity

4.1 Subject to Section 4.3, Citizen Schools agrees to indemnify, defend and hold harmless Collaborator and its officers, directors, employees, and agents from and against any and all third party claims, demands, costs, damages, settlements and liabilities (including all reasonable attorneys' fees and court costs) of any kind whatsoever to the extent arising from (i) Citizen Schools' breach of its obligations under this Agreement or any School Partnership Agreement and/or (ii) the gross negligence or intentional misconduct of Citizen Schools.

4.2 Subject to Section 4.3, Collaborator agrees to indemnify, defend and hold harmless Citizen Schools and its officers, directors, employees, and agents from and against any and all third party claims, demands, costs, damages, settlements and liabilities (including all reasonable attorneys' fees and court costs) of any kind whatsoever to the extent arising from (i) Collaborator's (or a School's) breach of its obligations under this Agreement or any School Partnership Agreement and/or (ii) the gross negligence or intentional misconduct of Collaborator or a School.

4.3 The indemnified party shall provide prompt written notice of the claim to the indemnifying party and the indemnifying party shall have sole control over the defense and settlement of the claim. The indemnified party shall cooperate fully with the indemnifying party, at the indemnifying party's sole cost and expense, in the defense of any such claim. The indemnifying party shall not, without the prior written consent of the indemnified party, agree to any settlement of any such claim that does not include a complete release of the indemnified party from all liability with respect thereto or that imposes any liability, obligation or restriction on the indemnified party. The indemnified party may participate in the defense of any claim through its own counsel, and at its own expense, subject to the indemnifying party's control noted above.

5. Payments

Collaborator agrees to provide payment to Citizen Schools for services provided under this Agreement.in the amount(s) set forth in the applicable School Partnership Agreement. Payments shall be made in accordance with the payment schedule set forth in the applicable School Partnership Agreement. Citizen

Schools will invoice Collaborator as set forth in the applicable School Partnership Agreement, and, unless otherwise stated in the applicable School Partnership Agreement, each payment will be due 15 days after receipt of the corresponding invoice.

In addition to the payments provided for above, Collaborator will, at its cost, provide personnel and such other items to conduct activities for each Program and for the safety of the participating students as are set forth in the applicable School Partnership Agreement. Collaborator shall be fully responsible for all costs associated with the provision and contribution of such personnel and items, as well as any ancillary requirements and the costs thereof (including but not limited to insurance), and Citizen Schools shall have no responsibility for any of such personnel or items, ancillary requirements, or the costs thereof.

6. Term and Termination

The term of this Agreement shall commence on the Effective Date and continue for an initial term of three (3) years unless earlier terminated as provided for in the following paragraph (the "Initial Term"). Thereafter, the Agreement may be renewed for successive 12-36 month periods (each a "Renewal Term" and collectively with the Initial Term, the "Term") if the parties so agree in writing prior to the expiration of the then-current term. In the event this Agreement expires while a Program is still in effect, the terms of this Agreement shall continue to govern such Program.

This Agreement may be terminated prior to the expiration of the Term by either party if the other party materially breaches the terms of this Agreement and fails to cure such breach within thirty (30) days after receipt of notice thereof from the non-breaching party. In addition, the Agreement may be terminated by either party at any time upon notice to the other party if there are no School Partnership Agreements then in force.

Upon expiration or termination of the Agreement for any reason, all rights and obligations of the parties hereunder shall cease, except that Sections 2, 3, 4, 6, 7 and 8 shall survive, and any payments that were payable on or prior to the expiration or termination date shall be paid in accordance with Section 5.

7. Parental Consents; Measurement and Evaluation

7.1 Parental Consents. Collaborator shall be responsible for procuring all necessary parental consents for students' participation in each Program. Collaborator shall provide Citizen Schools with a copy of each such consent upon request.

7.2 Measurement and Evaluation. With parental consent, Collaborator will provide Citizen Schools with access to the following information about students for evaluation purposes, in accordance with district and state privacy guidelines: school attendance, suspension/ expulsion, grade promotion, grade data, standardized test scores, course selection and high school matriculation data. Citizen Schools will work with Collaborator to access the aforementioned evaluation data with parental consent and Collaborator and/or School permission and maintain prudent confidentiality as may be further set forth in the applicable School Partnership Agreement. Measurement and evaluation activities to be conducted by Citizen Schools as part of each Program are specified in the applicable School Partnership Agreement.

8. General

8.1 Relationship of Parties. The parties shall be deemed independent contractors for all purposes hereunder. This Agreement does not constitute a partnership, joint venture or agency between the parties hereto, nor shall either of the parties hold itself out as such contrary to the terms hereof by advertising or otherwise nor shall either of the parties become bound or become liable because of any representation, action, or omission of the other. Neither party is an agent of the other party and has no authority to represent the other party as to any matters. Further, at all times during the Term and in all respects, neither party shall be considered an employer or joint employer for any individual because of or relating to the parties' collaboration as described in this Agreement and any accompanying addenda or scope of work, including but not limited to any School Partnership Agreement.

8.2 Notices. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered or deposited in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party at the address shown above, or at such other address or addresses as either party shall designate to the other in accordance with this Section. All notices shall be effective upon receipt.

8.3 Entire Agreement. This Agreement, together with the School Partnership Agreements, constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. In the event of a conflict between the terms in the body of this Agreement and the terms of a School Partnership Agreement, the terms in the body of this Agreement shall govern unless the School Partnership Agreement expressly identifies (by Section number) specific terms of this Agreement over which the parties agree the terms of the School Partnership Agreement shall govern, in which case the applicable terms of the School Partnership Agreement shall govern with respect to the identified terms of this Agreement for the corresponding Program only.

8.4 Amendment. This Agreement may be amended or modified only by a written instrument executed by both parties.

8.5 Mutually Negotiated. The parties agree that the terms and conditions of this Agreement (including any perceived ambiguity herein) shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of the original or any further drafts of this Agreement, as each party has been represented by counsel in its negotiation of this agreement and it represents their mutual efforts.

8.6 Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts.

8.7 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns. Collaborator may not assign or transfer this Agreement in whole or in part, nor any of the rights hereunder, without the prior written consent of Citizen Schools.

8.8 Waiver. No delay or omission by a party in exercising any right under this Agreement shall operate

as a waiver of that or any other right. A waiver or consent given by a party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

8.9 Severability. In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

8.10 Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to acts of war, acts of God, earthquake, flood, fire, embargo, riot, sabotage, or failure of third party power or telecommunications networks.

8.11 Compliance with Laws. Each party agrees that it shall comply with all applicable laws and regulations in connection with its performance under this Agreement. For clarification, but not limitation, Collaborator shall be responsible for legal compliance with respect to labor and employment matters, including compliance with any applicable collective bargaining agreement, and other laws and regulations with respect to individuals employed or otherwise retained by Collaborator who perform services under this Agreement.

<SIGNATURE PAGE FOLLOWS>

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CITIZEN SCHOOLS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

CITIZEN SCHOOLS, INC.

Maria Drake DocuSigned by: Maria Drake 24481585E5A9457...

By: Maria Drake
Title: Executive Director California
Date: 6/21/21

Alum Rock Elementary School District

By: Hilaria Bauer, Ph.D.
Title: Superintendent
Date:

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 TRUSTEES

To the Board of Trustees: Date: June 21, 2021

Subject: Think Together ASES contract for 2021-2022

Staff Analysis: Think Together will provide services (in person and/or hybrid) during the 2021-2022 school year for up to 84 students at elementary schools and 112 students at middle schools. After school services will include homework assistance and enrichment activities at six schools: Adelante, Hubbard, Linda Vista, McCollam, Russo/McEntee and Painter. These services will be paid with ASES Funds.

Recommendation: Staff recommends the board approve the contract with the Think Together for after school services for the 2021 – 2022 School Year. Cost of contract is $860,231.00.

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

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

To the Board of Trustees: Meeting: July 8, 2021

Recommended Approval

7.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

PROGRAM MANAGER: Sandra Garcia

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

   Name of Individual/Company: Think Together

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

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

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 9, 2021 end date June 30, 2022

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

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

   Think Together will provide services (in-person and/or hybrid) during the 2021-2022 school year for up to 84 students at elementary schools & 112 students at middle schools. After school services will include homework assistance & enrichment activities at 6 schools: Adelante, Hubbard, Linda Vista,McCollam, Russo/McEntee & Painter. These services will be paid with Ases Funds.

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

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

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

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				860,231.00	ASES	
060-	6010-0-	5815-00-1110	00-	000000-360	1386	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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

I. PARTIES AND EFFECTIVE DATE

This Agreement ("Agreement") is made on _____, 2021 (the "Effective Date"), between Alum Rock Union Elementary School District (the "District"), and Think Together, Inc., a California non-profit corporation ("CONTRACTOR"), for the purpose of providing After School Educational and Safety ("ASES") Grant Program Services.

II. LOCATIONS AND TERM

The District is contracting with CONTRACTOR for provision of comprehensive Expanded Learning Programming, as defined herein, at Adelante, Hubbard, Linda Vista, McCollam, Painter and Russo-McEntee Schools (collectively, the "School Sites") for the ASES programs. The term of this contract is July 1, 2021 to June 30, 2022 (the "Term"), coterminous with and subject to the District's receipt of ASES grant award, and is subject to all provisions of the primary ASES Grant cited above as well as any subsequent contract modifications or additional requirements by the California Department of Education ("CDE"). If this Agreement differs from the primary CDE ASES Grant, then this Agreement governs the understanding between the District and CONTRACTOR.

III. SCOPE OF SERVICES

A. Fiscal Agent

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

B. Program Operations

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

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

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

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

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

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

C. Distance Learning

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

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

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D. Sustainability

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

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

IV. COMPENSATION

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

V. EVALUATION AND REPORTING

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

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

CONTRACTOR will:

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

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- Provide quarterly reports on operations to the District by October 20, 2021; January 20, 2022; April 20, 2022; and July 20, 2022.
- Provide an annual report on operations to the District for July 1, 2021 – June 30, 2022 by July 20, 2022.

VI. FACILITY USAGE AND SNACK PROVISION

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

VII. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between the District and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CONTRACTOR, its agents and employees, shall not be entitled to any rights and/or privileges of the District's employees and shall not be considered in any manner to be the District's employees.

VIII. MUTUAL INDEMNIFICATION

CONTRACTOR shall indemnify, pay for the defense of, and hold harmless the District and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee of CONTRACTOR and shall further indemnify, pay for the defense of, and hold harmless the District of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement.

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The District shall indemnify, pay for the defense of, and hold harmless CONTRACTOR and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the District's negligent or willful acts and/or omissions in relation to this Agreement.

IX. INSURANCE

During the entire term of this Agreement, CONTRACTOR shall procure, pay for and keep in full force and effect the following types of insurance:

- Comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance with respect to the services provided by, or on behalf of, CONTRACTOR under this Agreement. All insurance policies shall state the name of the insurance carrier and name the District as an additional insured. Liability insurance for sexual abuse, molestation, death, bodily injury and property damage shall be for no less than One Million dollars ($1,000,000) per occurrence, and Three Million dollars ($3,000,000) aggregate. CONTRACTOR will name District and its officers, agents, and employees, individually and collectively as additional insureds.

- The policies of insurance described above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage described above shall be provided to the District prior to the commencement of services under this agreement. CONTRACTOR agrees that it shall not cancel or change the coverage provided by the policies of insurance described above without first giving the District's Assistant Superintendent, Business Services, thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, CONTRACTOR agrees to immediately provide the District true and correct copies of all new or revised certificates of insurance.

X. ASSIGNABILITY

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by CONTRACTOR without the prior written consent of the District.

XI. DATA SHARING

The District agrees to comply with all reasonable requests by CONTRACTOR and to provide access to all documents and electronic student data reasonably necessary for the performance of CONTRACTOR's duties under this Agreement. CONTRACTOR will abide by all data privacy standards enforced by the District.

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XII. TERMINATION

Unless otherwise terminated as provided below, this Agreement shall continue in force during the Term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

If the District makes a good faith, reasonable determination that CONTRACTOR is in default of its obligations under this Agreement, the District must provide CONTRACTOR with a written request to cure the default. If the District reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the District shall have the right to immediately terminate this Agreement upon written notification to CONTRACTOR.

At any time during the performance of this Agreement, either the District or CONTRACTOR, at its sole discretion, shall have the right to terminate this Agreement by giving sixty (60) days written notification of its intention to terminate.

In the event that this Agreement is terminated as provided above, CONTRACTOR shall be paid its fees earned in accordance with Schedule A through the date of termination, including a pro rata amount of the next payment that would have been made pursuant to Schedule A, based on the days in that payment period that occurred prior to termination. All cash deposits made by the District to CONTRACTOR, if any, shall be refundable to the District in full upon termination of this Agreement unless specified to the contrary.

XIII. CONFLICT OF INTEREST

The District acknowledges that CONTRACTOR has invested and will continue to invest significant amounts of time, money, effort, and resources to recruit, hire, train, and supervise qualified employees to perform the Services required under this Agreement. The District further acknowledges that CONTRACTOR has a legitimate expectation that its employees will continue their employment and career development with CONTRACTOR during and after the Term of this Agreement, which gives CONTRACTOR a significant business advantage. The District further acknowledges that during the Term of this Agreement, it will be entrusted with access to the personal contact data for employees of CONTRACTOR who are assigned to render Services under this Agreement. The District acknowledges that these legitimate interests of CONTRACTOR would be impaired if the District were to solicit and recruit CONTRACTOR's personnel to leave their employment with CONTRACTOR during or after the term of this Agreement. To protect these interests, the District agrees as follows:

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A. No Solicitation of Employees

Each party hereto (for this purpose, a "Soliciting Party") agrees that, for a period of six months after termination of this Agreement for any reason, such Soliciting Party (or any person acting on behalf of or in concert with such party) will not, without the prior written consent of the other party hereto (for this purpose, the "Employer Party"), directly or indirectly, solicit to employ any employee of the Employer Party with whom any employee of the Soliciting Party had contact with or became aware of in connection with the services performed under this Agreement; provided, however, that the foregoing shall not prevent either Soliciting Party from making general public solicitations for employment for any position or from employing any employee of the Employer Party who either responds to such a general solicitation for employment or otherwise contacts such party on his or her own initiative and without solicitation by such party in contravention of the above restriction.

XIV. ENTIRE AGREEMENT

This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by CONTRACTOR and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except the District may unilaterally amend the Agreement to accomplish the changes listed below:

- Changes as required by law; and
- Changes required by CDE ASES grant provisions.

XV. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

XVI. CALIFORNIA LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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XVII. AUTHORIZATION

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

Alum Rock Union Elementary School District (the "District")	**Think Together, Inc. ("CONTRACTOR")**
By: _____ Signature	By: DocuSigned by: Randy Barth 102A75AB4C4E45F... Signature
Hilaria Bauer, Ph.D. Printed Name	Randy Barth Printed Name
Superintendent Title	Founder & CEO Title
_____ Address	2101 E. Fourth St., Ste. 200B Address
_____ City State Zip	Santa Ana, CA 92705 City State Zip
_____ Telephone Number	714-543-3807 Telephone Number
_____ Date	5/27/2021 Date

DocuSign Envelope ID: 94A06B3D-E0AE-42CB-AECD-807950928E0F

Schedule A
Alum Rock Union ESD Payment Schedule

Contract Amount
CONTRACTOR's Fee: **$860,231.00**

Invoice Schedule
Ten monthly payments due on the first day of month, August, 2021 to May, 2022, of **$86,023.10** each

Expense Allocation Plan

Direct Service Expenses

Personnel

Position	**Hourly Bill Rate***
Site Coordinator	$35.00
Program Leader	$24.00

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

Operating

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

Administrative Expenses

Category	**Bill Rate***
CONTRACTOR Administrative Expense	10% of total expenses

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

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Attendance Targets

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

Projected Budget

6 Site Coordinators @ $35/hour x 38 hours/week x 46 weeks =	$367,080
28 Program Leaders* @ $24.00/hour x 18.75 hours/week x 37 weeks =	$466,200
Technology Services @ $1,000 per school x 6 schools =	$6,000
5 Elementary Schools Consumables @ $300/month + $400 =	$17,000
1 K-8/Middle School Consumables @ $500/month + $800 =	$5,800
Total Direct Services	*$862,080*
Administrative Expense @ 10%	$86,208
Total Expenses	*$948,288*

Projected Amount charged to ARUESD =	**$860,231.00**
Projected Amount applied to CONTRACTOR Cash Match =	$88,057
Percentage of Grant Amount Allocated to Direct Services =	*96.23%*

*Program Leaders estimated at 1 per 20 students ADA

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 TRUSTEES

To the Board of Trustees: Date: June 21, 2021

Subject: YMCA of Silicon Valley East Valley Branch ASES contract for 2021-2022

Staff Analysis: YMCA of Silicon Valley East Valley Branch will provide services (in-person and/or hybrid) during 2021-2022 school year for up to 84 students at each site. After school services will include science, technology, art/math enrichment, nutrition and organized physical activities at LUCHA and Adelante II school sites. These services will be paid with ASES funds.

Recommendation: Staff recommends the board approve the contract with the YMCA of Silicon Valley East Valley Branch for after school services for the 2021 – 2022 School Year. Cost of contract is $254,381.00.

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

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

To the Board of Trustees: Meeting: July 8, 2021

Recommended Approval

7.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

PROGRAM MANAGER: Sandra Garcia

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

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

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

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

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 9, 2021 end date June 30, 2022

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

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

   YMCA of Silicon Valley East Valley Branch will provide services (in-person and/or hybrid) during 2021-2022 school year for up to 84 students at each site. After school services will include science, technology, art/math enrichment, nutrition & organized physical activities at LUCHA and Adelante school sites. These services will be paid with ASES funds.

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

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

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

   Adelante II - $126,936.00

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				254,381.00		
060-	6010-0-	5815-00-1110-	1000-	000000-360-	1386	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

AGREEMENT
BETWEEN
Alum Rock Union School District
AND
The YMCA of Silicon Valley

AFTER SCHOOL EDUCATION AND SAFETY PROGRAMS
FOR SCHOOL YEAR 2021-2022

This Agreement is made and entered into this _____ day of _____, 2021 by and between **the ALUM ROCK UNION SCHOOL DISTRICT**, a Local Education Agency (LEA) and **YMCA OF SILICON VALLEY**, a California non-profit public benefit corporation operating at 80 Saratoga Ave., Santa Clara, CA 95051 ("CONTRACTOR").

RECITALS

A. LEA is the recipient of the After School Education and Safety Program ("State Grant or "ASES Program") from the State of California Department of Education ("State").

B. CONTRACTOR has the necessary professional expertise and skill to provide education, literacy, arts, nutrition, recreation and enrichment components of the after school program in accordance with the State Grant.

C. CONTRACTOR has the necessary professional expertise and skill to provide grant administrative services in accordance with the State Grant.

D. LEA and CONTRACTOR desire to enter into an Agreement to set forth CONTRACTOR'S responsibilities with respect to administration of the LEA's State Grant.

E. CONTRACTOR is subject to the terms and conditions of this Agreement and the LEA's agreements with the State for the State Grant.

F. LEA's Director of Instruction is charged with the administration of this Agreement.

In view of the above, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

The term of this Agreement shall commence on **July 1, 2021** ("Commencement Date") and shall expire on **June 30, 2022**, unless extended or sooner terminated in accordance with the terms of this Agreement. Regardless of the date of execution of this Agreement, this Agreement is effective as of the Commencement Date.

SECTION 2. STATE GRANT REQUIREMENTS.

CONTRACTOR acknowledges and agrees that funding for the ASES Program is subject to the requirements and restrictions of the State Grants. CONTRACTOR shall abide by the terms of the State Grant(s), copy(ies) of which is (are) attached as Appendix 1. CONTRACTOR also acknowledges and agrees that the State may issue additional requirements related to the expenditure of the State Grant, or funding of the State Grant or the operation the program. CONTRACTOR agrees to abide by such additional requirements.

SECTION 3. LEA'S REIMBURSEMENT TO CONTRACTOR.

CONTRACTOR acknowledges that LEA will receive State Grant funds to operate the program. LEA will reimburse CONTRACTOR for approved expenses from State Grant funds in an amount up to and not to exceed **$254,381.00** according to the schedule set forth in EXHIBIT B, entitled "REIMBURSEMENT AND REPORTING SCHEDULE" and as set forth in EXHIBIT C, entitled "SITE BUDGET BREAKDOWN" and "ADMINISTRATIVE BUDGET BREAKDOWN."

SECTION 4. MATCHING CONTRIBUTION.

As a condition to LEA'S grant of the amounts set forth herein, LEA shall obtain matching funds and/or in-kind services to support the operation of the program at a ratio of 33% of the contracted amount for this site funded under the State Grant as specified under this section. LEA matching funds may include in-kind facility costs up to 25% of the total match requirement.

SECTION 5. FUNDING RESTRICTIONS.

CONTRACTOR acknowledges that reimbursement of approved expenses is contingent upon receipt of the direct grant allocations specified by the State Grant (65%, 25% and 10% based on State schedule and reporting procedures). The amount of a grant will be based on the number of students a program will serve, the number of days a program will operate, and the rate per pupil. The daily rate per pupil is $8.88 for an after school component.

A. The funding for this program is calculated for a minimum of 180 days of operation and enrollment of a minimum of 72 students. CONTRACTOR further acknowledges that not meeting the required attendance level (as specified in Exhibit A) will result in CONTRACTOR's reimbursements being reduced, as more particularly described in Subsection C below

B. Each party will ensure direct expenditures fall within 85% of the total grant award. Administrative expenses will fall within 15% of the total grant award. If CONTRACTOR is in doubt if an expense is subject to reimbursement, a CONTRACTOR representative shall first contact LEA or Region V Consultant prior to incurring the cost.

C. Funding through the State Grant is based on the number of students participating in the program. Programs must meet a minimum of 85% of the projected attendance (72 students/180 days elementary) If the State determines that the reimbursed funds to CONTRACTOR are in excess of the amount warranted due to the site serving fewer student participants than projected, or any other reason, State law allows the State to require a refund in an amount equal to that overpayment.

D. If CONTRACTOR serves more participants than the minimum specified in the Projected Attendance, no additional funds will be awarded through the State Grant.

E. Notwithstanding Subsection D above, CONTRACTOR acknowledges and agrees that LEA may adjust CONTRACTOR's Projected Attendance in compliance with State rules and allowances.

SECTION 6. LEA'S RESPONSIBILITIES.

LEA agrees to provide the services as set forth in the attached EXHIBIT D, entitled "LEA'S RESPONSIBILITIES."

SECTION 7. CONTRACTOR'S RESPONSIBILITIES.

CONTRACTOR agrees to provide the services at school sites set forth in the attached Exhibit A, as set forth in the attached EXHIBIT E, entitled "CONTRACTOR'S RESPONSIBILITIES." CONTRACTOR agrees to provide the administrative services set forth in the attached Exhibit E.

SECTION 8. RELATIONSHIP OF PARTIES.

Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between CONTRACTOR and LEA. Each party acknowledges and agrees that it neither has, nor will give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

SECTION 9. FINANCIAL REPORTS/LEA'S RIGHT TO AUDIT.

A. CONTRACTOR, in accordance with the schedule set forth in EXHIBIT B, shall submit to LEA's Director or his/her designee financial reports as more particularly described in EXHIBIT B.

B. CONTRACTOR shall establish and maintain, in accordance with generally accepted accounting principles, a complete record of all financial transactions related to this Agreement.

C. CONTRACTOR agrees that the LEA or any of their duly authorized

representatives, upon reasonable advance notice to CONTRACTOR, shall have access and the right, to examine and audits the CONTRACTOR's financial records relating to the performance of this Agreement, including all contracts, subcontracts, invoices, payrolls, conditions of employment, materials and all other data or financial records relating to matters covered by this Agreement. CONTRACTOR agrees that LEA's authorized representatives, at any time, upon reasonable advance notice to CONTRACTOR, during normal business hours, shall have access to and right to examine the offices and facilities engaged in performance of this Agreement.

D. CONTRACTOR further agrees that such right of LEA to examine or audit shall continue for five (5) years after the expiration or termination of this Agreement, or for such longer period, if any, as is required by applicable law. CONTRACTOR shall preserve and make available its records (a) until the expiration of five (5) years from the date of expiration or sooner termination of this Agreement, or (b) for such longer period, if any, as is required by applicable law.

E. CONTRACTOR agrees to submit copies of documentation required by the State that support LEA's direct grants in accordance with the Reporting Schedule shown in EXHIBIT B.

F. CONTRACTOR is responsible for repayment to LEA of any disallowed cost. Disallowed costs may be identified through audits, monitoring or other sources of information that become available to LEA. Disallowed costs are any expenditures that are not made in compliance with the terms of this Agreement.

SECTION 10. EMPLOYEES/VOLUNTEERS.

A. Any and all personnel employed or volunteers retained by CONTRACTOR in conducting the operations of CONTRACTOR's services shall be qualified to perform the duties assigned to them by CONTRACTOR. CONTRACTOR's personnel shall be neatly attired, clearly and visibly

distinguishable as After School staff and shall conduct themselves at all times in a courteous and businesslike manner.

B. Any and all personnel employed as site-based After School staff shall meet the requirements of the LEA Instructional Assistant, including educational units, if they are considered part of the 1:20 minimum ratio and directly supervising the students. This requirement is negotiable based on school site Title 1 status and NCLB requirements. LEA and CONTRACTOR will review this requirement upon acknowledgement of inability to hire qualified staff.

C. CONTRACTOR represents and warrants to LEA that any personnel employed or volunteer retained by CONTRACTOR to teach Workshops in which minors are participants shall not have any criminal record for offenses related to the possession or use of controlled substances, sex offenses or any criminal offense involving violence.

D. CONTRACTOR shall, prior to implementation of the services, comply with the employee/volunteer clearance verification requirements as set forth in the attached EXHIBIT F. entitled "EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION". All staff will be fingerprinted and TB tested prior to implementation of services.

11. COMPLIANCE WITH ALL LAWS/ BACKGROUND CHECKS/ REPORT OF CHILD ABUSE AND NON-DISCRIMINATION.

A. CONTRACTOR shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

B. CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR'S business.

C. Without limitation of any other provision herein, if the services provided hereunder (i) involve direct contact with minors or if minors are supervised as a part of the services provided hereunder, or (ii) if services provided hereunder include services in the human services field and involve the

care and security of children, the elderly, the handicapped, or the mentally impaired, then CONTRACTOR represents and warrants to LEA that prior to services being provided hereunder by any personnel or volunteers retained by CONTRACTOR that the CONTRACTOR has or will conduct a criminal background check as provided in California Penal Code Section 11105.3 and has or will verify prior to services being provided that the personnel or volunteers do not have any criminal record for the offenses listed in California Penal Code Section 11105.3, which include certain offenses related to the possession or use of controlled substances, sex offenses or any criminal offense involving violence.

D. CONTRACTOR shall comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq.

E. If the services provided by CONTRACTOR hereunder occur on school facilities at any time, CONTRACTOR shall also conduct background checks in compliance with the California Education Code, including without limitation, Ed. Code Section 44237 and Ed. Code Section 45125.1

F. CONTRACTOR shall also request subsequent arrest service from the Department of Justice as provided under Section 11105.2 of the Penal Code.

G. CONTRACTOR shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin in connection with or related to the performance of this Agreement.

H. All YMCA Personnel will be First Aid & CPR Certified (this includes the Epi Pen Training).

SECTION 12. MONITORING AND EVALUATION.

A. In accordance with State Grant requirements, CONTRACTOR shall furnish all data, statements, records, information, and reports necessary for LEA to monitor, review and evaluate the program. CONTRACTOR

shall submit to LEA's Director the attendance and evaluation reports as described in EXHIBIT B. LEA agrees to participate in a statewide evaluation process as determined by CDE and the CONTRACTOR agrees to provide all information and prepare all documents in a timely manner.

B. CONTRACTOR shall be responsible for all administration regarding the grant reporting on a schedule determined by the State.

C. CONTRACTOR acknowledges that the State may modify reporting requirements. CONTRACTOR and LEA agree to abide by State's reporting requirements as they are developed and disseminated to LEA. LEA will notify CONTRACTOR of such modifications in accordance with Section 16.

D. During fiscal year 2021-2022, CONTRACTOR shall measure its performance using the performance measures specified in EXHIBIT A. For the purposes of this Agreement, all performance measures are considered baseline data.

E. CONTRACTOR shall attend any necessary meetings/training session(s) conducted by LEA to assist CONTRACTOR in its completion of the evaluation requirements included in this Section of the Agreement.

F. CONTRACTOR acknowledges and agrees that CONTRACTOR's future funding, pending appropriation of funds by LEA, may be determined based on the results of the evaluation process described in this Section. LEA, with input from the CONTRACTOR, shall use the resulting evaluation data for review of CONTRACTOR's current performance and develop future performance targets. Overall program data shall be used in setting minimum expected levels of performance for each eligible service.

G. CONTRACTOR acknowledges and agrees that LEA reserves the right to conduct a minimum of one site visit each year to monitor each site. These visits will be conducted to identify program components, strategies,

or methods which are yielding positive results, to collect information, which will assist staff to provide technical assistance, and to ensure that services provided meet grant requirements, satisfy community needs and are delivered cost effectively.

SECTION 13. INSURANCE.

CONTRACTOR shall, prior to implementation of the Services, comply with the insurance requirements set forth in the attached EXHIBIT G, entitled "Insurance." Payment of any compensation to CONTRACTOR is subject to CONTRACTOR's compliance with this Section.

SECTION 14. INDEMNIFICATION AND HOLD HARMLESS.

CONTRACTOR shall defend, indemnify, and hold harmless LEA, its Board members, officers, employees, and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability on account of damage of property or injury to or death of persons arising out of or resulting in any way from work performed in connection with this Agreement attributable to the willful misconduct or negligent acts (active or passive) or omissions by CONTRACTOR, its officers, employees, or agents.

LEA shall defend, indemnify, and hold harmless CONTRACTOR, its Board members, officers, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability on account of damage of property or injury to or death of persons arising out of or resulting from the willful misconduct or negligent acts (active or passive) or omissions by LEA, its officers, employees, or agents.

All obligations under this section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.

SECTION 15. SUSPENSION OR TERMINATION OF AGREEMENT.

A. LEA, through LEA's Director, may at any time during the term of this Agreement, suspend or terminate reimbursement to CONTRACTOR, in whole or in part, in the event of any of the following occurrences:

1 If CONTRACTOR has made or makes any material misrepresentation of any nature with respect to any information or statements furnished to LEA in connection with this Agreement.

2.. If there is pending litigation with respect to the performance by CONTRACTOR of any of its obligations under this Agreement, which may materially jeopardize or adversely affect the undertaking of or carrying out of the program.

3. If CONTRACTOR fails to comply with any of the material terms of this Agreement, including but not limited to:

   a. The program closes or is in danger of closing due to insufficient attendance or lack of adequate facility usage.

   b. Required staffing level according to the State Grant is not met and is not expected to be met through the combined efforts of the LEA and CONTRACTOR.

   c. CONTRACTOR fails to comply with any requirement of the State Grant.

4. If CONTRACTOR applies for, or consents to, or acquiesces in the appointment of a receiver, trustee, liquidator or custodian for all or part of its property; or if CONTRACTOR files a voluntary petition in bankruptcy or petition or an answer seeking liquidation or reorganization under the Bankruptcy Code or any other law related to bankruptcy or insolvency or relief of debtors.

B. Either LEA or CONTRACTOR may terminate this Agreement for any reason and without cause upon thirty (30) days written notice to the other party.

C. In the event of termination or suspension CONTRACTOR shall be responsible for expenses up to termination of this Agreement. In

accordance with this Agreement, LEA will reimburse CONTRACTOR for the period prior to termination or suspension, provided that CONTRACTOR is in compliance with the provisions of this Agreement.

SECTION 16. NOTICES.

Any communication or notice which either party is required or desires to send to the other, shall be in writing and shall be either personally delivered or mailed in the United States mail, postage prepaid, to the LEA and CONTRACTOR as set forth below:

LEA: Director of Instruction
Alum Rock Union School District
2930 Gay Ave
San Jose, CA 95127

CONTRACTOR: YMCA of Silicon Valley
CEO & President
80 Saratoga Ave
Santa Clara, CA 95051

Either party may change its address by sending notice of the new address to the other party pursuant to this Section.

SECTION 17. ASSIGNABILITY

This Agreement shall not be delegated or assigned by CONTRACTOR nor shall any of the Scope of Services be subcontracted to third parties without approval from LEA. Any attempted assignment of such rights or delegation of duties, either voluntary, or by operation of law, made without LEA's advance written consent shall be voidable at LEA's option.

SECTION 18. AMENDMENTS

Unless otherwise authorized by this Agreement, amendments to the terms and conditions of this Agreement shall be requested in writing by the party desiring such

revision, and any such adjustment to this Agreement shall be effective only upon the mutual agreement in writing of the parties.

SECTION 19. INTEGRATED DOCUMENT

This Agreement including its attachments embodies the entire agreement between the LEA and CONTRACTOR concerning the terms and conditions of their relationship. The parties intend that this Agreement shall supersede any and all prior written and/or oral agreements, including any conversations between any officer, agent or employee of LEA and that of CONTRACTOR, none of which shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement.

SECTION 20. SEVERABILITY OF PROVISIONS

If any part of this Agreement is for any reason found to be unenforceable by a court of competent jurisdiction, the parties agree that all other parts not so affected shall nevertheless remain enforceable. LEA and CONTRACTOR agree that to the extent that the exclusion of any unenforceable provisions from this Agreement affects the purpose of this Agreement, then the parties shall negotiate an adjustment to this Agreement in order to give full effect to the purpose of this Agreement or either party may terminate this Agreement.

SECTION 21. GOVERNING LAW/VENUE

LEA and CONTRACTOR agree that the law governing this Agreement shall be that of the State of California. In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

SECTION 22. WAIVER

The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waver or a waiver of any subsequent

breach of that or any other provision of this Agreement. In no event shall any payment by LEA or acceptance of payment by CONTRACTOR constitute or be construed to be a waiver by LEA or CONTRACTOR of any breach of this Agreement or any default which may then exist on the part of LEA or CONTRACTOR, and the making of such payment or the acceptance of any such payment while any such breach or default exists shall in no way impair or prejudice any right or remedy available to LEA or CONTRACTOR with respect to such breach or default.

SECTION 23. ACKNOWLEDGEMENT OF LEA

CONTRACTOR shall acknowledge the support of LEA in all written documents and information materials concerning the Program, including, but not limited to, flyers, newsletters, brochures, banners, apparel, and promotional items. The final format of CONTRACTOR's acknowledgement of LEA's contribution shall be reviewed and approved by LEA prior to distribution or publication.

SECTIOIN 24. CONFIDENTIALITY

CONTRACTOR acknowledges and agrees that all information, work in progress, trade secrets, or other secret or confidential information related to the business or projects of LEA, as well as student achievement data, demographic data, student medical records and academic records (collectively, "Student Data") constitutes confidential information (collectively, "Confidential Information"). CONTRACTOR agrees that all times, both during this Agreement and after its termination, CONTRACTOR will keep in confidence and trust all such Confidential Information and shall not use, copy, or disclose to any person, firm, or corporation any such Confidential Information. This obligation shall end whenever such information enters the public domain and is no longer confidential or proprietary through no improper action or inaction by either Party. Upon termination or expiration of this Agreement, or at any time upon request of LEA, CONTRACTOR will return to LEA all Confidential Information in CONTRACTOR's possession or control. If data will be provided through an online platform, CONTRACTOR shall have controlled access to the data via password, and CONTRACTOR shall assume full liability for any access violations which may occur. If CONTRACTOR is requested or required by

reason of legal requirements or legal proceedings of any nature to disclose any Confidential Information, it shall promptly provide LEA with notice of the request or requirement. In those cases, CONTRACTOR will in good faith consult with LEA and consider and act upon LEA's suggestions concerning the nature, scope, and manner of disclosure, including cooperating with LEA in seeking a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, CONTRACTOR is nonetheless legally compelled to disclose Confidential Information, CONTRACTOR may disclose only that portion of Confidential Information which its counsel advises is legally required to be disclosed. CONTRACTOR recognizes that Student Data is sensitive, and that any misuse of such data by CONTRACTOR could be or is a violation of state and federal law. CONTRACTOR assumes full responsibility for the use of such Student Data.

SECTION 25. MISCELLANEOUS PROVISIONS.

A. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.

B. Where this Agreement refers to LEA and no officer of the LEA is named, LEA's Director shall have the authority to act on LEA's behalf.

C. This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and the parties hereto do not intend to create any third parties beneficiaries as a result of this Agreement. No third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

D. The following documents are attached to this Agreement, are incorporated by referenced herein as though fully set forth, and are deemed a part of this Agreement:

Appendix 1	Copy (ies) of State Grant
Exhibit A	SCHOOL SITES, PROJECTED ATTENDANCE AND PERFORMANCE MEASURES
Exhibit B	REIMBURSEMENT AND REPORTING SCHEDULE
Exhibit C	LEA'S RESPONSIBILITIES
Exhibit D	CONTRACTOR'S RESPONSIBILITIES
Exhibit E	EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION
Exhibit F	INSURANCE

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

APPROVED AS TO FORM:

Alum Rock Union School District, LEA

_____

Dr. Hilaria Bauer
Superintendent

YMCA OF SILICON VALLEY, a California nonprofit public benefit corporation

_____

Sandy B Walker
President and CEO

EXHIBIT A

YMCA OF SILICON VALLEY

SCHOOL SITES, PROJECTED ATTENDANCE AND PERFORMANCE MEASURES

School Sites and Projected Attendance:

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

Name of Site	Projected Annual Attendance	Minimum Required Daily Attendance	Maximum Reimbursed Daily Attendance	Days Of Operation
LUCHA	15,120	54	72	180
Adelante II	15,120	54	72	180

Performance Measures:

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

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

EXHIBIT B

REIMBURSEMENT AND REPORTING SCHEDULE

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

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

A. Payment Schedule

The Contractor will submit a monthly invoice to the LEA on or about the 15th of the month following service. Payment will be issued to Contractor within 30 days after receipt of the monthly invoice. Contractor will submit the invoice with documented direct and indirect expenses. Maximum contract amount: $199,389.60.

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

CONTRACTOR will be reimbursed by the direct grant not greater than the expenses approved by LEA and incurred by CONTRACTOR at each school site. The second

direct payment (25%) will be made to the CONTRACTOR after the receipt of the funds contingent on the successful reporting by the CONTRACTOR for the mid-term report. The final total payment to CONTRACTOR will be the final 10% allowed for each school site for the 2021-2022 school year. The final payment will be made to the CONTRACTOR upon receipt of the direct grant after the satisfactory completion of the close out report for the school year.

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

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

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

B. Reporting Schedule and Description of Required Reports

1. Program attendance reports are created based on State reporting schedule twice a year: January 31, 2022 and July 31, 2022.
2. An expenditure report in a format specified by the State shall be submitted to the State based on the State reporting schedule. Additional expenditure reports will be submitted to the LEA based on the direct grant schedule. For the purposes of this Agreement, the State schedule is below:

October 31,2021
January 31, 2022
April 30, 2022

July 31, 2022

October 15, 2022 Final Report

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

3. CONTRACTOR shall submit to LEA the final year-end close out report no later than October 10, 2022.

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

EXHIBIT C
LEA'S RESPONSIBILITIES

LEA will provide the following services:

1. Assist CONTRACTOR with the promotion of the program, the identification of students for targeted enrollment and the engagement of principals at identified schools;

2. Conduct an orientation for School Site staff and faculty at each program site;

3. Provide STAR testing results according to the State guidelines as they are developed for the close-out report.

4. Provide facilities (and all collateral expense; e.g. janitorial, utilities, space).

5. Provide snack meeting USDA requirements for the afterschool program.

6. Conduct site visits. to ensure programs are meeting educational goals for the students

7. Recruit a teacher liaison for the program at each school site, and

8. Ensure on-line access at the school site to enable the Site Director to post attendance records daily.

EXHIBIT D

CONTRACTOR'S RESPONSIBILITIES

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

1. Operate and carry out the ASES Program from school release time through 6:00 p.m. during weekdays excluding school holidays (some school holidays may have programs to meet attendance and expense numbers);

2. Provide a site coordinator, and any additional staff required to meet the State's 1:20 staff-to-participant ratio. CONTRACTOR shall submit a staffing plan to LEA for all employees and volunteers at each program site. Plan shall include names, job titles, and hours scheduled to work. CONTRACTOR shall submit; updated plan within two weeks following any change in staffing;

3. CONTRACTOR shall provide educational academic activities pursuant to the grant program requirements.

4. CONTRACTOR shall provide educational enrichment activities pursuant to the grant program requirements.

5. Provide all registration materials, in two languages if required by LEA;

6. Submit reports, invoices and documentation as specified in EXHIBIT B;

7. Manage expenses within the parameters of the State Grant.

8. Prepare all State reports in accordance with State reporting requirements and schedule;

9. Sign in and sign out students, on a daily basis;

10. Create program policies for the protection of students and staff as well as standard operating procedures;
    - Sign in and out procedures
    - Early release policies
    - Bathroom policies
    - Child Abuse Prevention
    - Transportation

11. Ensure that completed original copies of registration forms are on file at the program site and copies are held at the administrative office;

12. Coordinate recruitment and retention of program participants;

13. Recruit, screen and hire all staff in accordance with State Grant and LEA requirements;

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

15. Conduct evaluations of the program at each site according to the State guidelines :

16. CONTRACTOR will attend meetings and select trainings provided by the Region V Afterschool and Healthy Start Partnership. In addition, site coordinators are required to meet with the principal, teachers, site council, and other school staff on a regular basis;

17. CONTRACTOR shall coordinate with other LEA-funded programs at each site in order to avoid duplication of services and,

18. Conduct monthly meetings with site coordinators and program directors to provide necessary trainings, sharing of program ideas, and reporting on best practices.

19. Conduct monthly meetings with site coordinators and program directors to provide necessary trainings, sharing of program ideas, and reporting on best practices.

20. CONTRACTOR will assist LEA with the development and writing of the ASES program plan.

21. CONTRACTOR will assist with the state's Categorical Program Monitoring but maintaining accurate records and participating in site visit or ongoing review process.

EXHIBIT E

EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION

CONTRACTOR shall conduct a criminal background check as provided in California Penal Code Section 11105.3 on each of its employees and volunteers who directly supervise minors, elderly, or the mentally impaired in the performance of the Services. In addition, CONTRACTOR shall comply with all of the provisions of SECTION 11 of this Agreement.

CONTRACTOR shall comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et. seq.

Additionally, CONTRACTOR certifies under penalty of perjury, the following:

- That no person whether paid or not paid by CONTRACTOR shall be permitted to provide services unless, prior to commencing services hereunder, CONTRACTOR delivers a letter to LEA listing such person or persons certifying that the CONTRACTOR has conducted a proper background check (including fingerprints) on such person or persons, and each of the named persons is legally permitted to perform the services described in this Agreement; and

- That no person, whether paid or not paid by CONTRACTOR, shall be permitted to provide services unless, prior to commencing services hereunder, CONTRACTOR delivers a letter to LEA listing such person or persons certifying that the CONTRACTOR has verified that the person or persons has provided evidence/verification of a negative TB skin test reading less than 4 years old from the date of execution of this Agreement. For inactive-positive TB skin test readings, a physician's medical clearance must be obtained prior to services being provided.

I, the CONTRACTOR, by signing below verify that I have read and agree to the above:

AWalker 6/1/2021

Signature Date

YMCA of Silicon Valley

EXHIBIT F

INSURANCE

CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Commercial General Liability coverage ("occurrence") Form Number CG 0001, including products and completed operations, and where applicable with additional Insured Endorsement form.
2. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.

B. **Minimum Limits of Insurance**

CONTRACTOR and LEA shall maintain limits no less than:

1. Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of $1,000,000 per accident.

D. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

   a. The Alum Rock Union School District, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to LEA, its officers, employees, agents and contractors.

   b. YMCA of Silicon Valley, its officers, employees, agents and contractors are to be covered as additional insured as respects: Liability arising out of activities performed by or on behalf of, LEA; products and completed operations of LEA; premises owned, leased or used by LEA; and automobiles owned, leased, hired or borrowed by LEA. The coverage shall contain no special limitations on the scope of protection afforded to the CONTRACTOR, its officers, employees, agents, and contractors.

   c. Any failure to comply with reporting provisions of the policies by CONTRACTOR shall not affect coverage provided LEA, its officers, employees, agents, or contractors.

d. Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to LEA.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to LEA's Risk Manager.

F. **Verification of Coverage**

CONTRACTOR shall furnish LEA with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

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

G. **Subcontractors**

CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

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

7.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: June 24, 2021

Subject: **Imagine Learning, Inc.**

Staff Analysis: Imagine Learning Language and Literacy provides students with direct, explicit instructions in all 5 elements of reading. This program gives each student TK - grade 2 evidence-based programs, which addresses foundational skills, such as phonological awareness, phonics, fluency, vocabulary, and comprehension.

Recommendation: Staff recommends the Board approve the contract for Imagine Learning for TK – grade 2 Language and Literacy Licenses and Professional Development in the amount of $267,000.00.

Submitted by: Barbara Campbell BC Title: Director of Academic Services

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

To the Board of Trustees: Meeting: July 8, 2021

Recommended Approval

7.05
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Instructional Services (School/Dept.) VENDOR NO. 20941

Submitted by: Barbara Campbell & Sandra Garcia

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

   Name of Individual/Company: Imagine Learning, Inc.

   Address: 382 W. Park Circle, Ste. 100 City: Provo State: UT Zip: 84604

   Phone: (650) 769-0984 Email Address: jenny.meeske@imaginelearning.com

   SSN: _____ or Fed I.D. #: 01-0814204

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 9, 2021 end date June 30, 2022

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

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

   Imagine Learning Language and Literacy licenses for all TK-2nd grade students. This evidence-based program for early literacy addresses learning foundational skills (phonological awareness, phonics, fluency, vocabulary, & comprehension) in conjunction with academic language and close reading strategies.

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

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

   X b. **Other:** $ 267,000.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	7425	0	5846	00	1110	1000	000010	360	7390	$264,000.00	
060	7425	0	5815	00	1110	1000	000010	360	7390	$3,000.00	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: a6521fe67d87fd825c00607bb9fdc42185644a28

Purchase Contract

Agreement Terms:
This purchase contract ("**Agreement**") documents a purchase made by Alum Rock Union Elementary School District (CA) ("**Customer**") from Imagine Learning, Inc. ("**Company**"). In exchange for the consideration described on #200204 (a copy of which is attached hereto as "**Exhibit A**"), and subject to the terms (including product information, license numbers, payment amounts, payment deadlines, and rates for future years if applicable) listed thereon, Company will provide Customer access to the named education software products.

This Agreement may be revoked by Company if the conditions (such as deadlines for signature of this Agreement, deadlines for Company's receipt of a Customer-approved purchase order, etc.) outlined on **Exhibit A** are not met.

Onboarding, Implementation, Training, and Support information:

Onboarding. Once we receive your purchase contract, one of our Customer Experience Specialists will contact you to begin the onboarding process.

Implementation and Training Services. Customer's purchase of Company's software product(s) includes implementation and virtual training services. Any additional onsite training or professional development will be noted on **Exhibit A**.

Support and Upgrades. As part of Customer's purchase of licensed software under the Agreement, Company will, throughout the term of the Agreement, provide the following:

1. Imagine Learning Customer Care is available by telephone at 1-866-ILSUPPORT (1-866-457-8776) Monday through Friday, 6:00 a.m.–6:00 p.m. MST or by email at: support@imaginelearning.com.
2. Calls to Imagine Learning Customer Care by teachers, administrators, technicians, etc., are answered by a live support agent and handled immediately.
3. Other communications to the support team, including emails and after-hour messages, are answered within one business day.
4. Support services and upgrades are included at no additional charge for the duration of the contract's license term.
5. Company will provide updates to the licensed software product(s) on a regular basis; Customer will be notified regularly of new content and will receive newly developed content for the licensed product(s) when available.

ACCEPTED AND AGREED:

	Alum Rock Union Elementary School District (CA)		Imagine Learning, Inc.
By:		By:	Jenny Meeske
Print:	Hilaria Bauer, Ph. D.	Print:	Jenny Meeske
Title:	Superintendent	Title:	Area Partnership Manager
Date:		Date:	06 / 25 / 2021

Thank ~~you~~ for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced.
For information about imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email: privacy@imaginelearning.com.

Exhibit A

Bill To	Ship To
Attn: Accounts Payable Alum Rock Union Elementary School District 2930 Gay Ave. San Jose CA 95127-2398	Alum Rock Union Elementary School District 2930 Gay Ave. San Jose CA 95127-3298

	200204
Date	6/7/2021
Valid Until	8/16/2021
Partnership Manager	Jenny Meeske

This proposal is provided as a courtesy to you, our customer. Please direct any questions to your Area Partnership Manager, at or jenny.meeske@imaginelearning.com.

Quantity	Item	Unit Price	Amount
2,200	Imagine Language & Literacy Annual Student Licenses for all TK-2nd grade students and teachers.	$150.00	$330,000.00
	Discount		($66,000.00)
1	Professional Development Package - Imagine Learning Education Success Manager will plan and deliver customized professional development for all TK-2nd grade teachers and administrators. Sessions may include, but not limited to, Beginning of Year Kickoff, Data Dives, Intervention Tools, Parent-Teacher Conference Reports, and Progress Monitoring. Alum Rock DELAC Partnership and/or Parent Training included at no additional cost.	$3,000.00	$3,000.00

Include the quote number (#200204) and Accounts Payable email on all Purchase Orders.
Please fax, email or mail to:

Fax: (866) 507-9270
Email: PurchaseOrders@imaginelearning.com
Mail: Imagine Learning, Inc.
382 W. Park Circle, Ste 100
Provo, UT 84604

Subtotal	$267,000.00
Tax Total	$0.00
Total	$267,000.00

Thank you for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced.
For information about imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email: privacy@imaginelearning.com.

Exhibit B: Customer Onboarding

Thank you for considering Imagine Learning as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to you. Once we receive your purchase order or purchase contract, one of our Customer Experience Specialists will contact you to begin the onboarding process. In order to ensure a successful and speedy implementation, please have the following information available for your Customer Experience Specialist:

1. Schools where the licenses will be utilized and approximate number of students using licenses at each school.
2. Target launch date, what is the desired start date for training and/or student access.
3. Rostering contact information
4. Rostering method

Learn more about System Requirements and how to make the best rostering decision for your school or district on our Help Center.

Thank you for choosing Imagine Learning!

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For information about imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email:
privacy@imaginelearning.com.

imagine learning

Bill To	Ship To
Attn: Accounts Payable Alum Rock Union Elementary School District 2930 Gay Ave. San Jose CA 95127-2398	Alum Rock Union Elementary School District 2930 Gay Ave. San Jose CA 95127-3298

	200204
Date	5/12/2021
Valid Until	8/10/2021
Partnership Manager	Jenny Meeske

This proposal is provided as a courtesy to you, our customer. Please direct any questions to your Area Partnership Manager, at or jenny.meeske@imaginelearning.com.

Quantity	Item	Unit Price	Amount
2,200	Imagine Language & Literacy Annual Student Licenses for all TK-2nd grade students and teachers.	$150.00	$330,000.00
	Discount		($66,000.00)
1	Professional Development Package - Imagine Learning Education Success Manager will plan and deliver customized professional development for all TK-2nd grade teachers and administrators. Sessions may include, but not limited to, Beginning of Year Kickoff, Data Dives, Intervention Tools, Parent-Teacher Conference Reports, and Progress Monitoring.	$3,000.00	$3,000.00

Include the quote number (#200204) and Accounts Payable email on all Purchase Orders.
Please fax, email or mail to:

Fax: (866) 507-9270
Email: PurchaseOrders@imaginelearning.com
Mail: Imagine Learning, Inc.
382 W. Park Circle, Ste 100
Provo, UT 84604

Subtotal	$267,000.00
Tax Total	$0.00
Total	$267,000.00

Thank you for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced.
For information about imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email: privacy@imaginelearning.com.

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

7.06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: June 14, 2021

Subject: **South County Support Services Agency Piggyback Bid Contract #1819-SC11-01 for the purchase of eight (8) school buses.**

Staff Analysis: Per Public Contract Code, 20118, the governing board of any school district without advertising for bids may piggyback for the purchase of materials and personal property if it is in the best interest of the district.

Creative Bus Sales has been a partner in good standing with ARUSD for over fifteen (15) years. They have been reliable in providing parts and materials at affordable prices. Our previous purchase of school buses was also through a piggyback Creative Bus Sales offered with pricing beneficial to the District. Our school bus fleet has buses that are more than twenty-five (25) years old and do not meet the California Highway Patrol requirements to transport students safely to and from school. The purchase of four (4) gasoline Magellan School buses by Collins Chevy and four (4) gasoline Quest School Buses would replace eight of the previously mentioned school buses.

Recommendation: Staff recommends the Board of Trustees approve the use of piggyback contract #1819 - SC11- 01 and any applicable contract extension(s), along with authorizing the District to enter into contract with Creative Bus Sales, Inc. for the purchase of eight (8) buses. The approximate total amount for the purchase of the eight (8) buses is $627,217.88.

Prepared by: Ed Villarreal Title: Maintenance, Operations & Transportation

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

To the Board of Trustees: Meeting: July 8, 2021
Regular Board Meeting

Recommended Approval

7.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Maintenance, Operations and Transportation (School/Dept.) VENDOR NO. 21038

Submitted by: Ed Villarreal

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

   Name of Individual/Company: Creative Bus Sales, Inc.

   Address: 14740 Ramona Ave. City: Chico State: CA Zip: 91710

   Phone: (909) 465-5528 Email Address: jasonH@creativebussales.com

   SSN: _____ or Fed I.D. #: 33-0388707

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 07/09/2021 end date 06/30/2022

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

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

   Purchase of 4 Magellan School buses by Collins Chevy 3500 gasoline chassis and 4 Quest School buses on the Chevy 4500 gasoline chassis from Creative Bus Sales, Inc.

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

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

   X b. **Other:** $_____ (describe rate agreement) $627,217.88 total amount for 8 school buses

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	7422	0	6500	00	1110	3600	000000	470	7389	$627,217.88	

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

Creative Bus Sales

Creative Bus Sales
14740 Ramona Ave
Chino, CA 91710

Phone: 909.465.5528
Fax: 909.465.5529
www.creativebussales.com

Buyer's Order Contract

Date:	June 15, 2021	**Unit #(s):**	TBD
Customer Name:	Alum Rock Union School District		
Contact:	Michelle Barron	**Phone:**	408-928-6800
Address:	2930 Gay Ave	**Fax:**	
City, State, Zip:	San Jose, CA 95127	**E-Mail:**	michelle_barron@aruesd.org
Sys2K Entity #:		**Salesperson:**	Ken Naoe
Ship To Address:	Attn: Michelle Barron - Alum Rock Union School District - 2930 Gay Ave		
Ship To Address Cont'd:	San Jose, CA 95127		
Ship To Phone:	408-928-6800	**Ship To Email:**	michelle_barron@aruesd.org
Finance Source:		**Contact:**	
Address:		**Phone:**	
City, State, Zip:		**Fax:**	
Description of Vehicle:	Magellan School Bus by Collins on the Chevy 3500 gasoline Chassis		
VIN #:			
Engine Type:	Gas	**FOB Terms:**	Shipping
Number of Passengers:	25	**Wheelchair Positions:**	None
Estimated Delivery Date:	90 days ARO	**Payment Terms:**	Net 30

		Unit Price	$	75,727.00
		Delivery	$	-
Possession State:	**CA**	Incentive (Non-Taxable)	$	(2,900.00)
		Rebates (Taxable)	$	-
		Doc Prep Fee (Taxable)	$	85.00
		Base Selling Price	**$**	**72,912.00**
		ADA Amount (Non Taxable)	$	7,500.00
		Total Taxable Amount	$	65,412.00
		Sales Tax	**$**	**6,050.61**
9.250%	**CA - San Jose**		$	-
Notes:			$	-
Sales tax is calculated based on the state or country in which customer takes possession of vehicle. Sales tax will be charged to customers taking possession in AZ, CA, CO, FL, IN, NM, NV, OK, OR, SC, TX, WA, Canada, and Mexico.			$	-
		DMV Estimated Fees	$	-
All rebates and incentives will be signed over to Creative Bus Sales		DMV Electronic Filing Fee	$	30.00
California State Tire Fee of $1.75 per tire applies to all new vehicle purchase or leases.		Tire Fee	$	10.50
		Fees Sub-Total	**$**	**40.50**
		Total Price Per Unit	**$**	**79,003.11**
		Quantity		4
		Contract Total	**$**	**316,012.44**
		0.00		
		Customer Net Trade	$	-
		Customer Deposit	$	-
			$	-
		Balance Due	**$**	**316,012.44**

Remit To: Creative Bus Sales, Inc. 14740 Ramona Ave, Chino CA 91710

Terms: The deposit if indicated above is due with this signed contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause. The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.

Buyer's Signature: Kal S — 6/16/2021

Creative Bus Sales: Ken Naoe — **6/15/2021**

CBS Signature:

Creative Bus Sales

Quote to purchase Magellan Type A School Bus

Capacity: 25 Passengers

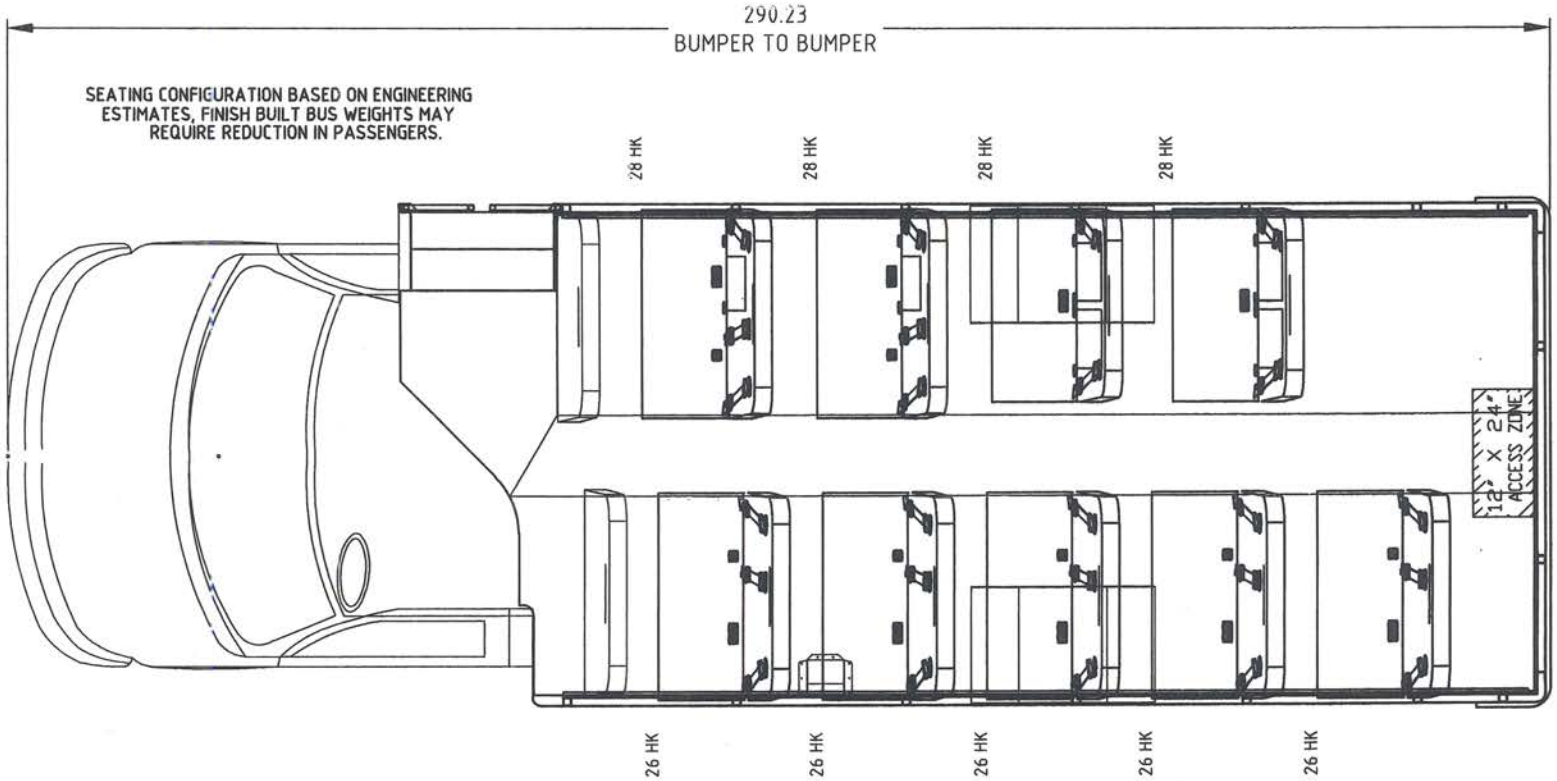
June 15, 2021

Line	Price Calculations	Bid Option Reference #	Per Bus	4 Buses
Bid price based on the South County Support Services Agency Bid #1819-SC11-01(A)			$72,440.00	
	2020-2021 SCSSA Bid 1819-11-01 5% Esculator		$3,622.00	
	Additional Approved Options...			
1	Decrease GVWR	2	($400.00)	
2	Remove wheelchair transportation equipment and increase capacity to 25 passengers	47	($4,000.00)	
3	Upgrade Air Conditioning System 60k BTU AC with single compressor	60	$1,250.00	
	Sub-total		$72,912.00	$291,648.00
	Add sales tax	9.250%	$6,050.61	$24,202.44 *
	Total		$78,962.61	$315,850.44
	DMV Fee		$30.00	$120.00
	CA Tire Fee		$10.50	$42.00
	Invoice Amount		$79,003.11	$316,012.44
	Delivery date		90 days ARO	90 days ARO

*** Adjusted for non-taxable special needs equipment**

Wheelchair lift door and lift accessories	$0.00
Wheelchair lift	$0.00
Wheelchair stations (@ $950 each)	$0.00
A/C system	$7,500.00
Total non-taxable items	$7,500.00

Municipal lease option with $1 buyout: *(Formal quote will be emailed sepratley)*	$79,003.11	$316,012.44
Three Year Option (annual payments) 3.39%	$27,216.57	$108,866.29
Five Year Option (annual payments) 3.54%	$16,922.47	$67,689.86
Seven Year Option (annual payments) 3.59%	$12,514.09	$50,056.37



DH516

COLLINS BUS SEATING PLAN

25 Passengers

5 LH Seats
- 5 39 inch 3 POINT FLEX LH Seats

4 RH Seats
- 2 39 inch 3 POINT FLEX ICS RH Seats
- 2 36 inch 3 POINT ICS RH Seats

Approved By: _____ Date: _____

1/2" PLYWOOD SUBFLOOR TEMPLATE DRAWING #442662-5

	COLLINS BUS CORP. P.O. BOX 2946 HUTCHINSON, KS. 67504-2946 FORM: F-7.3.06 REVISION 0	THIS DRAWING AND ALL INFORMATION THEREON IS THE PROPERTY OF REV GROUP	DRAWN BY	RM
			DATE	01/28/21
TITLE CHEVY DH516 SCHOOL BUS			DRAWING NO.	DH516C_39R236R_539X

Creative Bus Sales

Creative Bus Sales
14740 Ramona Ave
Chino, CA 91710

Phone: 909.465.5528
Fax: 909.465.5529
www.creativebussales.com

Buyer's Order Contract

Date:	June 15, 2021	**Unit #(s):**	TBD
Customer Name:	Alum Rock Union School District		
Contact:	Michelle Barron	**Phone:**	408-928-6800
Address:	2930 Gay Ave	**Fax:**	
City, State, Zip:	San Jose, CA 95127	**E-Mail:**	michelle_barron@aruesd.org
Sys2K Entity #:		**Salesperson:**	Ken Naoe
Ship To Address:	Attn: Michelle Barron - Alum Rock Union School District - 2930 Gay Ave		
Ship To Address Cont'd:	San Jose, CA 95127		
Ship To Phone:	408-928-6800	**Ship To Email:**	michelle_barron@aruesd.org
Finance Source:		**Contact:**	
Address:		**Phone:**	
City, State, Zip:		**Fax:**	
Description of Vehicle:	Quest School Bus on the Chevy 4500 gasoline Chassis		
VIN #:			
Engine Type:	Gas	**FOB Terms:**	Shipping
Number of Passengers:	25	**Wheelchair Positions:**	None
Estimated Delivery Date:	30 days ARO	**Payment Terms:**	Net 30

		Unit Price	$	71,727.00
		Delivery	$	-
Possession State:	**CA**	Incentive (Non-Taxable)	$	-
		Rebates (Taxable)	$	-
		Doc Prep Fee (Taxable)	$	85.00
		Base Selling Price	**$**	**71,812.00**
		ADA Amount (Non Taxable)	$	7,500.00
		Total Taxable Amount	$	64,312.00
		Sales Tax	**$**	**5,948.86**
9.250%	**CA - San Jose**		$	-
			$	-
			$	-
		DMV Estimated Fees	$	-
		DMV Electronic Filing Fee	$	30.00
		Tire Fee	$	10.50
		Fees Sub-Total	**$**	**40.50**
		Total Price Per Unit	**$**	**77,801.36**
		Quantity		4
		Contract Total	**$**	**311,205.44**
		0.00		
		Customer Net Trade	$	-
		Customer Deposit	$	-
			$	-
		Balance Due	**$**	**311,205.44**

Notes:
Sales tax is calculated based on the state or country in which customer takes possession of vehicle. Sales tax will be charged to customers taking possession in AZ, CA, CO, FL, IN, NM, NV, OK, OR, SC, TX, WA, Canada, and Mexico.

All rebates and incentives will be signed over to Creative Bus Sales

California State Tire Fee of $1.75 per tire applies to all new vehicle purchase or leases.

Remit To: Creative Bus Sales, Inc. 14740 Ramona Ave, Chino CA 91710

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Creative Bus Sales:	Ken Naoe	**6/15/2021**
CBS Signature:		

Creative Bus Sales

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	2020-2021 SCSSA Bid 1819-11-01 5% Esculator		$3,622.00	
	Additional Approved Options...			
1	Remove wheelchair transportation equipment and increase capacity to 25 passengers	47	($4,000.00)	
2	Upgrade Air Conditioning System 60k BTU AC with single compressor	60	$1,250.00	
	2018 Model Year Stock Discount		($1,500.00)	
	Sub-total		$71,812.00	$287,248.00
	Add sales tax	9.250%	$5,948.86	$23,795.44 *
	Total		$77,760.86	$311,043.44
	DMV Fee		$30.00	$120.00
	CA Tire Fee		$10.50	$42.00
	Invoice Amount		$77,801.36	$311,205.44
	Delivery date		30 days ARO	30 days ARO

*** Adjusted for non-taxable special needs equipment**

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Wheelchair stations (@ $950 each)	$0.00
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Total non-taxable items	$7,500.00

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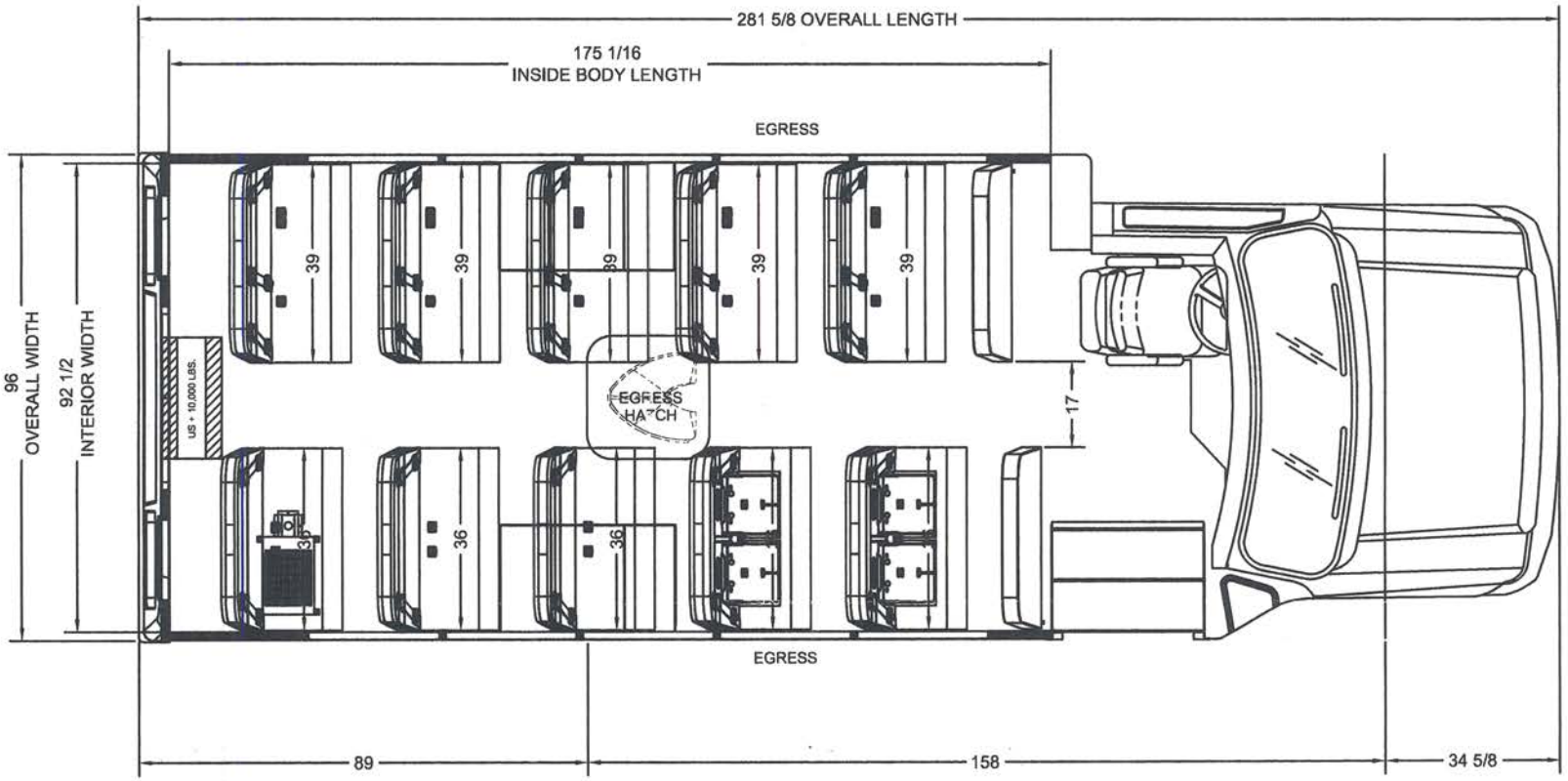
Three Year Option (annual payments) 3.39%	$26,802.57	$107,210.27
Five Year Option (annual payments) 3.54%	$16,665.05	$66,660.21
Seven Year Option (annual payments) 3.59%	$12,323.74	$49,294.94

DEALER APPROVAL
☐ APPROVED
CUSTOMER SIGNATURE



FLOORPLAN SHOWS LOCATION OF OPTIONAL ROOF HATCH AND EGRESS WINDOWS. SEE SALES ORDER FOR INFORMATION.

OT No.		SEATED	W/C
SEAT SPACING:	R31" L29"	CHILDREN 25	CHILDREN -
		ADULTS 20	ADULTS -
KNEE SPACING:	R26" L24"	PASSENGER CAP: 25	

FORD 14,000 GVWR

SCALE IN INCHES 0 12 24 36 48

THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARCRAFT BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONCENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO STARCRAFT BUS, A DIVISION OF FOREST RIVER.

REV. LET.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.

TOLERANCE UNLESS OTHERWISE SPECIFIED

WOOD	OTHER
± 1/8"	± 1/16"
± 1°	± 1/2"

STARCRAFT BUS
a division of Forest River, Inc.

TITLE: 158" WHEEL BASE - 5.5 SECTION DUAL WHEEL PRODIGY STANDARD FLOOR

DATE: 2/24/14

NAME: VJC

DWG. No. 31-94-A-173

SHEET 1 OF

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

7.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: June 29, 2021

Subject: City Year San Jose ASES contract for 2021-2024

Staff Analysis: City Year San Jose will provide services (in person and/or virtual) during the 2021-2022 school year. Staff will provide a comprehensive after school program including homework support and enrichment activities at 11 ARUSD schools for 84 students at each elementary school and 112 students at middle schools.

Recommendation: Staff recommends approval of the contract with the City Year San Jose for after school services for school years 2021-2024. Total cost of contract for three years is $4,452,453.00 (cost per year is $1,484,151).

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

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

To the Board of Trustees: Meeting: July 8, 2021

Recommended Approval

7.07
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

PROGRAM MANAGER: Sandra Garcia

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

   Name of Individual/Company: City Year San Jose/Silicon Valley

   Address: 90 North 1st Street City: San Jose State: CA Zip: 95113

   Phone: (408) 907-6532 Email Address: _____

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2021 end date June 30, 2024

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

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

   City Year San Jose will provide services (in person and/or virtual) during the 2021-2022 school year. Staff will provide a comprehensive after school program including homework support and enrichment activities at 11 ARUSD sites for 84 students at each elem school and 112 students at each middle school. This is based on a 3 year contract - 2021-2024.

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

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

   not to exceed

   _____ b. **Other:** $4,452,453 (describe rate agreement) Year 1 = ($1,484,151);

   Year 2 ($1,484,151); Year 3 =($1,484,151)

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				1,484,151		CRC 6/30/21
060-	6010-0	5815-00-1110-	1000-	000000-360-	1386 (ASES)	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

DocuSign Envelope ID: 6AF15167-A210-4A3F-A666-585A7E618A41

DISTRICT SERVICE AGREEMENT
By and Between
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
And CITY YEAR, INC.
2021-2024

RECITALS

THIS DISTRICT SERVICE AGREEMENT is made as of this July 1, 2021, by and between Alum Rock Union Elementary School District (hereinafter, the "District") with an address 2930 Gay Ave, San Jose, CA 95127, and City Year, Inc. (hereinafter, "City Year"), a not for profit organized for educational and charitable purposes under the laws of the Commonwealth of Massachusetts with an address of 287 Columbus Avenue, Boston, Massachusetts 02116.

A. **WHEREAS,** the District, is a local education agency located in San Jose, California.

B. **WHEREAS**, City Year is a 501(c)(3) organization providing youth development and education support services.

C. **WHEREAS**, City Year provides school districts with a scalable, centrally managed model that delivers a holistic set of whole-school and focused supports to ensure students stay engaged in learning and on track to graduate. As one of the nation's largest AmeriCorps programs with established sites across the United States, City Year annually recruits, trains, and deploys thousands of young adults from diverse backgrounds for a year of full-time service to support school districts in their efforts to transform our nation's lowest achieving schools.

D. **WHEREAS**, City Year is committed to supporting the District's goal to improve the academic achievement of its pupils. City Year's Whole School Whole Child ("WSWC") model leverages the unique assets of near-peer AmeriCorps members to deliver research-based whole school supports and student interventions targeting the early warning indicators of poor attendance, unsatisfactory behavior, and course failure in English and math.

E. **WHEREAS**, City Year's services support quality, data-driven instruction, deepen family and community engagement, and contribute to a culture of empowerment, achievement, and service.

F. **WHEREAS**, AmeriCorps members deliver services to provide a continuous, supportive presence throughout the day to build mutually supportive connections between students' classroom learning and their before and after school experiences. City Year AmeriCorps members provide a variety of supports both in-person and through virtual learning.

G. **WHEREAS**, the collaboration between City Year and the District will accelerate student achievement in high need schools, support the District reform efforts and attract new federal and private resources to the community.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

1. **Term of Agreement**. The term of this Agreement shall commence on July 1, 2021 and conclude on June 30, 2024 (the "Term").

2. **Scope of Services.**

a. For each of the schools identified in the Deployment Plan in Section 3 of this Agreement, City Year agrees to provide services substantially similar to those described in Appendix A - Executive Summary of the Statement of Partnership attached hereto, which outlines shared goals, Whole School Whole Child services, school-level data requirements, and conditions for success between City Year and the partner school. To comply with the terms of its grant with the Corporation for National and Community Service/AmeriCorps, City Year is required to retain a completed Statement of Partnership for each of the schools identified in the Deployment Plan. City Year will coordinate with principals at each partner school to finalize and deliver a fully executed Statement of Partnership no later than September 30 of each year of this Agreement. A copy of the Statement of Partnership for each school will be available upon request.

b. In the event of any conflict or inconsistency between the terms and conditions hereof and any terms or conditions set forth in any Statement of Partnership, or other document relating to the obligations contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

c. All schools to which this Agreement applies shall be mutually agreed to by City Year and the District. School deployment and allocation of resources (including AmeriCorps team size) shall be determined based on school enrollment to ensure fidelity to the WSWC model. The parties acknowledge that the scope of services set forth in this Agreement is subject to change and contingent on the availability of adequate funding from the Corporation for National and Community Service (see Section 10 Termination herein).

3. **Payment Obligations**. In exchange for the services to be rendered by City Year under this Agreement, the District agrees to compensate City Year in the aggregate amount of $4,452,453 through After School Education and Safety (ASES) funding. The annual ASES funding amount is $1,484,151 for up to 113 AmeriCorps members, allocated as outlined in the table below for each year of this Agreement:

School	Allocation of Payment
Aptitud Community at Goss K-8	
Cesar Chavez Elementary School	
Cureton Elementary School	
Donald J. Meyer Elementary School	
Dorsa Elementary School	
Ocala Middle School	
Renaissance @ Fischer	
Renaissance @ Mathson	
Ryan Elementary School	
San Antonio Elementary School	
Aggregate Payment	**$1,484,151**

City Year shall invoice the District the following amounts in the arrears, to be due and payable to City Year on each of the dates listed below. In the event of AmeriCorps member attrition, City Year will work to ensure continuity of support to affected students through Team Leaders and recruitment of mid-year AmeriCorps members. Should City Year not replace all open AmeriCorps positions by December of each year, and if City Year does not have the ability to redeploy Team Leaders to support affected students, City Year will pro-rate invoice(s) for quarter three (3) and quarter (4) by $3,280 per quarter per AmeriCorps member.

2021-2022

a) $371,037.75 – September 1, 2021
b) $371,037.75 – December 1, 2021
c) $$371,037.75 – March 1, 2022
d) $371,037.75 – June 1, 2022

2022-2023
e) $371,037.75 – September 1, 2022
f) $371,037.75 – December 1, 2022
g) $371,037.75 – March 1, 2023
h) $371,037.75 – June 1, 2023

2023-2024
i) $371,037.75 – September 1, 2023
j) $371,037.75 – December 1, 2023
k) $371,037.75 – March 1, 2024
l) $371,037.75 – June 1, 2024

City Year will submit invoices via email to the following contact:

Elisa Ugapo, Administrative Assistant
(408) 928-6932
elisapeta.ugapo@arusd.org
2930 Gay Avenue
San Jose, CA 95135

4. **Mutual Planning Efforts**. The District and City Year agree to collaborate during the Term of this Agreement in order to ensure that the appropriate conditions for success, performance metrics, and school deployment strategies are in place to maximize the collaboration's impact on students and to meet the District's strategic priorities.

5. **AmeriCorps Prohibited Activities.** City Year and the District agree that neither party shall direct AmeriCorps members to engage in any actions that violate AmeriCorps prohibited activities, as set forth on Appendix B - AmeriCorps List of Various Non-Allowable Activities, attached and incorporated by this reference.

6. **Performance Assessment and Data Sharing**. The District and City Year agree to assess performance under this Agreement on an ongoing basis and make improvements as needed to maximize the ability of AmeriCorps members to improve student achievement. To facilitate that assessment, the District agrees to deliver to City Year simultaneously with the delivery of this Agreement, an agreement substantially in the form of Appendix C - Data Sharing Agreement, pursuant to which the District shall provide to City Year student-level data related to achievement and other data reasonably necessary for the purposes of program implementation and evaluation. City Year shall maintain the confidentiality of all student records furnished thereunder by the District to the fullest extent required by applicable state and federal law, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

7. **Extended Learning and After School Program Activities.** The District and City Year agree that for each of the schools covered by this Agreement whose Statement of Partnership includes After School Program activities, authorized representatives from each of the relevant schools and City Year shall meet to ensure safety protocols are agreed to, including, without limitation, student attendance and absence plans, arrival, headcount and dismissal procedures, student medical plans, emergency protocols and a requirement that each child participating in the After School Program, provide to City Year a waiver signed by the parent or guardian of such child acknowledging, among other things:
   a. risks associated with extended learning in out-of-home settings, including the After School Program
   b. authorizing the child to participate in the educational, athletic, and recreational programs of the After School Program

c. releasing and agreeing to hold harmless City Year, its employees, agents, officers, directors, sponsors and all volunteers from any and all liability, loss or damage, actions, claims and demands which may arise from the child's participation in the activities of the After School Program
d. certifying that the child is in normal health, and is capable of participating safely in the educational, athletic and recreational programs of the After School Program, and
e. agreeing that should any injury occur to the child during participation in the After School Program, City Year is authorized to arrange for or to provide emergency medical treatment and to arrange for or provide transportation to the nearest medical facility.

The District acknowledges City Year's right to refuse to allow a child to participate in the After School Program in the event of any material deviation from agreed upon safety procedures. The District agrees that each of the schools identified in the Deployment Plan shall make appropriate space available (classroom, gymnasium, outdoor play area and designated eating area) kept in safe, working order for City Year to render it's After School Program services.

8. **Corporate Support**: As part of its service, City Year may work with corporate partners to bring additional resources into schools. These partnerships can include (a) providing financial support to City Year and/or the school/district, (b) sharing information about and access to corporate community service and engagement programs, and (c) engaging employee volunteers to supplement the service of AmeriCorps members in schools. City Year acknowledges and agrees that all corporate partners will be subject to all District policies.

9. **Excused Performance; Force Majeure Event.** If a party wishes to excuse performance under the Agreement as a consequence of an Event of Force Majeure (as defined below), it shall as soon as possible following the occurrence or date of commencement of such Event of Force Majeure, provide Notice to the other party of the nature and expected duration of such Event of Force Majeure and shall thereafter keep the other Party informed until such time as, in its sole judgment, it is able to perform its obligations.

Subject to the proviso at the end of this subsection, neither the District nor City Year shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the date of such Notice; provided, however nothing contained herein shall be construed to excuse the District's obligation to pay City Year for services rendered prior to the date of such Notice.

For purposes of this Agreement, "Event of Force Majeure" means an event beyond the control of the District and City Year, which prevents a party from complying with any of its obligations under this Agreement, including but not limited to:
a. act of God (such as, but not limited to, pandemic, fires, explosions, earthquakes, drought, tidal waves and floods);
b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
c. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
d. physical or geological conditions or the presence of hazardous materials or waste of a nature or in locations, quantities, concentrations or conditions which could not reasonably have been expected by the parties;
e. riot, strike, lock out, work stoppage, labor dispute or such other industrial action or disorder, unless solely restricted to personnel of City Year; or
f. acts or threats of terrorism.

If as a result of an Event of Force Majeure a school serviced under this Agreement is closed and that closure lasts for a period of forty-five (45) calendar days or longer, City Year and the District shall meet and in good

faith negotiate mutually acceptable modifications to the Agreement. If after one hundred eight (180) days from the Notice of an Event of Force Majeure, the parties are unable to agree on modified terms of this Agreement, either the District or City Year may give to the other a Notice of termination in accordance with Section 10.

10. **Termination**. This Agreement shall terminate upon any one of the following events:
    a. Mutual written agreement of the parties (such termination to be effective as specified in such written agreement), but in no event earlier than thirty (30) days' prior written Notice to the other party;
    b. Notice delivered in accordance with Section 9;
    c. The District declining to appropriate funds for subsequent fiscal years consistent with the terms of this Agreement;
    d. City Year does not receive adequate funding commitment from the Corporation for National and Community Service to support the level of service set forth in Section 2 of this Agreement; or
    e. If either party commits a material breach of this Agreement, the other party may terminate by sending notice of intent to terminate in writing to the other party with reasonable specificity of the breach; such termination to be effective if such material breach has not been cured within 30 days of the delivery of such notice.

    In the event of termination under this Section 10, City Year shall be entitled to payment for services performed prior to the event giving rise to the termination. Payment for services after an invoice date shall be pro-rated based on the number of business days that have elapsed.

11. **Hold Harmless and Mutual Indemnity**. City Year agrees to indemnify and hold harmless the District, its officers, directors, agents, and employees, from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs and expenses, including reasonable attorney's fees, which may be incurred or sustained by reason of the failure of City Year to fully comply with the terms and obligations of this Agreement, or for City Year's errors or omissions or intentional wrongs. To the extent permitted by law and to the extent funds are appropriated or coverage is available for this obligation, the District agrees to indemnify and hold harmless City Year, its officers, directors, agents, and employees, from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs and expenses, including reasonable attorney's fees, which may be incurred or sustained by reason of the failure of the District to fully comply with the terms and obligations of this Agreement, or for the District's errors or omissions or intentional wrongs.

12. **Criminal Record Check.** City Year shall not assign or place any person in a position where they have contact with students of the District if that person is required to be registered as a sex offender. City Year will ensure that criminal record background checks are performed on all City Year AmeriCorps members and any employees who will have access to or contact with District students, including an FBI fingerprint check. State checks may be conducted based on location. City Year agrees that it will supply the District with full and complete copies of National Sex Offender and applicable state check reports upon request. The FBI report is adjudicated by the vendor therefore a clearance is available upon request. City Year agrees that the District may in its sole discretion exclude any City Year AmeriCorps member or employee from working with the District students based on the results of a criminal record background check. If the District deems additional background checks necessary, the District assumes the burden of conducting and adjudicating these additional checks.

13. **Compliance with Applicable Law**. Each of the parties hereto agrees to comply with any and all federal and state laws, applicable to its operation, its execution, delivery and performance of this Agreement and the operation of the school buildings in the State of California.

14. **Insurance**. City Year shall maintain Commercial General Liability ("CGL") insurance in an amount not less than $1,000,000. Upon its execution and delivery of this Agreement, the District shall be an additional insured on said policy. Upon request, City Year shall furnish the District with a copy of its current

Commercial General Liability certificate of insurance. If City Year's policy is canceled during the term of this Agreement, City Year shall immediately notify the District.

15. **Independent Contractor**. The District and City Year agree that City Year is an independent contractor and is not an employee of the District. City Year shall be responsible for payment of all taxes, including federal, state, and local taxes arising out of City Year's services, including, but not limited to, federal and state income taxes, Social Security tax, unemployment insurance taxes, and any other taxes. City Year employees and AmeriCorps members shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. City Year shall have no authority to assume or incur any obligation or responsibility for the District, or to make any warranty for or on behalf of the District, or to bind the District.

16. **Expenses**: The parties shall pay their respective attorney fees, accounting fees and other costs and expenses incurred in connection with the performance of this Agreement.

17. **No Assignment**. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other.

18. **No Third Party Beneficiary**. This is not a third party beneficiary contract. No person or entity other than a party signing this Agreement shall have any rights under this Agreement.

19. **Severability**. In the event that any provision of this Agreement, or the application of such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable, the remainder of this Agreement shall continue to be enforceable to the fullest extent permitted by law.

20. **Headings**. Any headings contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

21. **Counterparts Permitted**. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

22. **No Waiver**. A party to this Agreement may, on a single occasion or on multiple occasions, waive or fail to require full and timely performance of any obligation arising under this Agreement. Such waiver or failure to require full or timely performance shall not be deemed a permanent waiver of any such obligation. No such decisions or failures shall give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing or other defense of any nature to any obligation arising hereunder.

23. **Choice of Law and Venue**. This Agreement shall be subject to, and interpreted by and in accordance with, the laws of the State of California.

24. Notice. Any notice, demand, or other communication given or required to be given under this Agreement (sometimes collectively referred to as a "Notice") shall be in writing and shall be delivered to the address of the party as set forth below:

If to: City Year, Inc.
1922 The Alameda,
Suite 104
San Jose, CA 95126
Attention: José Magaña, Managing Director of Impact
jmagana@cityyear.org

With a copy to:

City Year, Inc.
287 Columbus Avenue
Boston, MA 02116
Attention: Jessica Greenfield - Chief Financial and Administrative Officer
JGreenfield@cityyear.org

If to: Alum Rock Union Elementary School District
2930 Gay Ave
San Jose, CA 95127
Attention: Dr. Hilaria Bauer

25. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding such subject matter and may not be modified or amended except by a written agreement specifically referring to this Agreement signed each party hereto.

[Signatures to Follow]

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IN WITNESS WHEREOF, each of the parties has caused its duly authorized representative to sign and deliver this Agreement on the day and year first above written.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By: Dr. Hilaria Bauer
Its: Superintendent

Date

CITY YEAR, INC.

DocuSigned by:
Jessica Greenfield
C49F4E71919D4D9...

By: Jessica Greenfield
Its: Chief Financial and Administrative Officer

6/24/2021
Date

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Appendix A - Executive Summary - Statement of Partnership

The Statement of Partnership outlines goals, Whole School Whole Child services, evaluation requirements, and conditions for success for the City Year and School partnership in connection with the **[IDENTIFY DISTRICT SERVICE AGREEMENT]**.

This Executive Summary provides a brief overview of the goals, services and partnership management expectations agreed upon by City Year and School staff; see the full Statement of Partnership for further information on services, data/evaluation requirements and roles/responsibilities.

ATTENDANCE

Attendance Initiatives (Tier 1)
Support School-wide Attendance Initiative (Tier 1)
Attendance Coaching (Tier 2)

Goal:

Condition:

BEHAVIOR

Behavior/Social-emotional Development Appreciation and Recognition (Tier 1)
Behavior/SEL Skill Instruction: 50 Acts of Greatness [3-5] (Tier 2)
Behavior/SEL Skill Instruction: School-provided Behavior Coaching (Tier 2)
Behavior/SEL Coaching: Check in, Check out
Devereux Student Strengths Assessment (DESSA)

Goal:

Condition:

COURSE PERFORMANCE: ELA/LITERACY

English/Literacy Classroom (Instructional) Support (Tier 1)
English/Literacy Events (Tier 1)

Goal:

Condition:

COURSE PERFORMANCE: MATH

Math Classroom (Instructional) Support (Tier 1)

Goal:

Condition:

CROSS INDICATORS

AFTER SCHOOL

After-school programming co-provider (Tier I)

Addendum to Statement of Partnership in Response to COVID-19

The following is intended to provide interim guidance on service delivery recognizing that pandemic community transmission conditions may shift over time.

City Year Sites, with support from City Year National Head Quarters, will collaborate with local communities to provide schools, students and AmeriCorps members throughout this uniquely challenging time. City Year will collaborate with schools/districts, to deploy the Whole School, Whole Child services with adjustments that reflect the schools' status in the context of the local public health situation. In this context, City Year will emphasize the importance of safety, relationships, connection to learning, and the value of community and belonging. During times of uncertainty and anxiety these are the foundations upon which young people can continue to develop, grow and learn, especially in the face of adversity.

Virtual Learning Guidelines

- In compliance with the provisions of the Family Educational Rights and Privacy Act (FERPA), the services City Year provides have always been in coordination with and under the supervision of schools and districts, including administration of after-school programs in those schools. While the means of delivering these services may change with "virtual learning," City Year will continue to coordinate with our school/district partners, and complement the learning environments they create, as we would if schools were open for in person learning. To that end Districts/schools will lead in convening all virtual learning spaces for students: City Year and AmeriCorps Members, in collaboration with schools, will support but cannot lead virtual efforts with students, including enrichment activities that might take the place of after-school programming.

- City Year will collaborate with schools to address information and data security issues, including any restrictions related to use of online platforms, communication with students, and record handling and retention of personally protected information. Relevant restrictions may include, without limitation: (i) handling of email addresses or other communication for students which require special protection, or (ii) access to data for students not on our focus lists that we wouldn't typically have access to. Virtual service with students is encouraged if a school or district sets up an online learning space where our AmeriCorps members may log onto the platform to interact with students and that learning space also includes a school or district staff member

In-Person Gatherings:

- In transitioning from virtual learning to "in person gatherings," the parties agree to collaborate on a mutually agreeable timetable for such transition and safety conditions, guidelines and procedures for re-entry into schools. In doing so, City and the schools will rely upon relevant laws governing health and safety, including without limitation, guidance issued by OSHA, CDC, and local public health and safety agencies and authorities
- Once the parties have mutually agreed to the timeline for transition from virtual learning to in person gatherings, and relevant safety conditions, guidelines and procedures, City Year will provide its staff and AmeriCorps members with the necessary supplies to follow cleaning guidelines in designated City Year spaces in schools.
- If the parties are unable to reach agreement, the parties should engage in good faith discussion to modify the terms and provisions of the Agreement as set forth in Section 9 - Excused Performance; Force Majeure Event.
- If an AmeriCorps member is in self-isolation during a period of in-person gatherings and service and feels able to participate, the manager will work with the school and corps member to determine if there is any appropriate way for the AmeriCorps member to continue to support students virtually during this time.
- If an AmeriCorps member is in self-isolation during a period of shelter-in-place and feels able to continue supporting distance learning with students, they may continue this service under the teacher's guidance and

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manager's supervision; and likewise, for City Year's learning and development activities with their manager, team and corps.

Monitoring Success

- A City Year staff member will participate as a member of school's leadership team, as appropriate.
- City Year AmeriCorps and staff members will participate in teacher team meetings, including subject area and cross-subject area teams.
- City Year staff will meet with the school's leadership team to conduct a formal partnership review at least twice per year.
- City Year staff will meet with a school partner liaison to discuss progress against goals at least bi-weekly.
- City Year AmeriCorps members will meet with their partner teacher(s) at least bi-weekly to discuss student progress, review intervention session plans, and plan for collaborative classroom support.

Preparation and Training

In order to launch the partnership successfully and prepare City Year AmeriCorps members to be an integrated part of the school's instructional program:

- The City Year team will participate in summer training and on-going professional development opportunities, which will be discussed and scheduled by the school liaison and City Year staff. The School Partner will provide training for AmeriCorps members on the school's core curriculum in ELA and Math, as well as training on any supplemental programs used for student intervention.
- The School Partner will provide an orientation to the any/all of the school's climate and student engagement initiatives, socio-emotional learning programs, student behavior policies, student support referral systems, attendance support initiatives, and attendance policies. This will happen virtually if necessary.
- The School Partner will introduce the AmeriCorps members to any outside afterschool program providers and/or orient them to afterschool program curricula. This will happen virtually if necessary.
- The School Partner and City Year will design and implement an orientation for the school staff and the City Year team. City Year will participate in the school's orientation for faculty and staff during which the City Year team will host an orientation for the School Partner faculty and staff to introduce the teachers and school staff to the City Year AmeriCorps members, build team and share a plan for the year. The School Partner will introduce the AmeriCorps members to the school's vision and basic operations. This will happen virtually if necessary.
- The School Partner will inform the City Year team of the school emergency/safety plan policy, mandated reporting procedures and any information relevant to their interactions with students and staff. This will happen in person if necessary.

Material Support

School *agrees to provide the City Year Team with:*

- Consistent tutoring space, which includes tables or desks and chairs, that is reasonably free of distraction.
- Dedicated closed-door planning and meeting space including a secure storage space for personal belongings and service-related materials.
- Dedicated space to lead after-school/enrichment activities.
- Regular access to an adequate number of computers, internet and telephones that have external access capabilities, following the school's established protocols.
- Access to copier and office supplies as necessary to support the team.

- Access to service-related supplies and materials, including text and library books, teacher guides, curriculum support materials, intervention program materials, test prep materials, worksheets, hands-on materials, etc.
- Bulletin board(s) to communicate City Year programs and/or impact data.

APPENDIX B: AmeriCorps List of Various Non-Allowable Activities

Prohibited Activities (See 45 CFR § 2520.65)

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service ("CNCS"), staff and members may not engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
    a. A business organized for profit;
    b. A labor union;
    c. A partisan political organization;
    d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and e. An organization engaged in the religious activities described in paragraph 7. above, unless CNCS assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while engaging in any of the above activities on their personal time. All locations where members serve should post a list of the prohibited activities.

Nonduplication and Nondisplacement (See 45 CFR §§ 2540.100)

E. Nonduplication.

a. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

F. Nondisplacement.

a. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
b. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
c. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
d. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
e. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
    i. Will supplant the hiring of employed workers; or
    ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
f. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
    i. Presently employed worker;
    ii. Employee who recently resigned or was discharged;
    iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
    iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
    v. Employee who is on strike or who is being locked out.

Restrictions on fundraising by members (See 45 CFR §§ 2520.40-.45)

a. AmeriCorps members may raise resources directly in support of your program's service activities.
b. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
    1. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
    2. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
    3. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
    4. Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
    5. Seeking donations from alumni of the program for specific service projects being performed by current members.
c. AmeriCorps members may not:
    1. Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
    Write a grant application to the Corporation or to any other Federal agency.
    45 CFR §§ 2520.40. An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described in §2520.40.

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APPENDIX C: Data Sharing Agreement

In order for City Year to successfully implement the services described in the District Service Agreement between the parties [of even date herewith] and improve student performance, it is essential that City Year have access to the necessary data and support to properly monitor, adjust and measure the impact of the student supports provided.

ACCORDINGLY, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

1. **Use of Data**. City Year uses student-level performance data in partnership with district and school personnel to:
   - determine the scope and types of whole-school, in-class, and targeted student services it will provide;
   - set goals with school administration, teachers, and students regarding school, classroom, and student outcomes;
   - monitor the progress and evaluate the efficacy of its suite of services, from individual students up to whole-school impacts;
   - identify students who are in need of intensive support, monitor their progress, plan and track their interventions throughout the year;
   - report on performance metrics to the school and the school district; and
   - inform and refine our WSWC model design and improve overall quality of service.

2. **Obligations of City Year**. To ensure appropriate whole school and targeted interventions are provided, City Year agrees to:
   - periodically review student progress in coordination with representatives from each school partner's student support team (or reasonable proxy) and make decisions regarding student participation in the partnership's targeted interventions;
   - complete periodic reports on behalf of the partnership to City Year's stakeholders, including the school district and AmeriCorps;
   - share evaluation reports from evaluations commissioned by City Year; and
   - track key output data related to City Year's core services.

3. **Obligations of the District**. To ensure appropriate whole school and targeted interventions are provided, the District agrees to:
   - provide a primary data collection liaison/data coordinator to ensure that the school and/or the school district provide all necessary student-level data in a timely basis, in accordance with district policies and procedures;
   - help facilitate the completion of surveys and report outcome data in a timely manner to help facilitate internal or external reporting on City Year's impact; and
   - facilitate and/or support the collection of student-level data as outlined below.
   - all end of year data for the school year(s) covered under this agreement must be provided to City Year no later than October of the following school year(s).

4. **Data Access, Acquisition, and Requirements**. From the District, City Year will receive the following identifiable, student-level information for all students in the schools it will serve as part of this Agreement:
   - attendance data (e.g. daily absence or tardiness, number of absences/tardies over a specified time period, days attended and missed, average daily attendance);
   - behavior/discipline data (e.g. number of detentions, suspensions, office referrals);
   - ELA and math assessment data (e.g. teacher-produced, district interim and benchmark, district and state standardized tests);
   - ELA and math marking period grades and end-of-course grades;
   - ELA and math course assignments and grades (if available);

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- student identification and demographic data (e.g. name, district ID, date of birth, race/ethnicity, gender); and
- class, class enrollment, teacher, and school identification data (e.g. name of ELA and math class and teacher, class rosters, school and class schedules).

This data will be provided for the current academic year on at least a weekly basis via a secure file transfer from the District to City Year. At the beginning of the academic year, the District will also provide to City Year prior year information for all students enrolled in the schools City Year serves for the data noted above. Schoolzilla by Renaissance will serve as City Year's data transfer partner.

Each school will complete surveys which will be used for reporting of City Year's impact. These include:
- periodic principal, school liaison, and teacher surveys;
- periodic student surveys; and
- any other pre-arranged survey efforts that will assist City Year to assess its performance.

The District will provide updated feeder pattern/student matriculation data, as needed – on an annual or biannual basis – to inform the strategic deployment of City Year AmeriCorps members to schools.

Additionally, to enable City Year's partnership with the District, as well as the ability for City Year to support the District's virtual learning efforts, if virtual learning takes place, the District agrees to:

1. Provide District email accounts to all City Year AmeriCorps members and relevant City Year staff; and
2. Provide access to any virtual learning applications and technology platforms to all AmeriCorps members and relevant City Year staff.

5. **Subcontractor Use of District Data**. To the extent necessary to perform its obligations specified in the Agreement, City Year may disclose District Data to subcontractors pursuant to a written agreement. Subcontractors will be bound by all data security, storage, and retention requirements under FERPA and other applicable federal, state, and local laws. For the limited purposes of the evaluation of City Year services and analyses of how to serve City Year's student populations most effectively, City Year may share student data with agents, advisors, and third- party consultants and evaluators ("Representatives"). In these instances, the student data will be de-identified, and cases will be assigned unique External Evaluation ID numbers, assigned through an automated process. Files containing student data will only be shared via secure password protected networks and log-in information will only be shared with limited project personnel. City Year will inform any Representatives of the confidential nature of the data and direct them to treat the data confidentially and for the limited purpose of assisting City Year with its internal analyses and evaluation. In districts where Institutional Review Board (IRB) approval is required, it is the responsibility of the Representatives to secure approval.

6. **FERPA**. City Year uses data in partnership with the District in the legitimate educational interest of students, by reviewing student-level data to identify which students need supports and to modify those supports in response to data, aligning with the requirements listed in 34 C.F.R. §99.31 of the Family Educational Rights and Privacy Act (FERPA).

   For purposes of this Agreement, City Year shall function as an agent of the District with regard to accessing pupil record information necessary for City Year's performance. City Year agrees to the following conditions, as required by 20 U.S.C. §1232g and 34 C.F.R. §99.31(FERPA): City Year is under the direct control of the agency or institution with respect to the use and maintenance of education records; and City Year is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

   For purposes of studying the program to improve instruction, City Year shall comply with all requirements of 34 C.F.R. §99.31(a)(6). City Year shall conduct its study in a manner that does not permit personal identification of parents and students by anyone other than representatives of City Year authorized by this

Agreement with legitimate educational interests for purposes of this Agreement. For the purposes of auditing or evaluating City Year's federally-supported program, City Year shall comply with 34 C.F.R. §§99.31(a) and 99.35.

7. **Ownership and Protection of Confidential Information**. Confidential Information means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as "confidential" or "proprietary" or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, school data and all school student records and personnel records of both parties.

   School Information means all information, in any form, furnished or made available directly or indirectly to City Year by the school partner or otherwise obtained by City Year from the school partner in connection with this Agreement, including all information of the school, District or any District affiliates to which City Year has had or will have access, whether in oral, written, graphic, or machine-readable form.

   City Year, the District, and each school partner will maintain the confidentiality of any and all student data exchanged as part of this Agreement. Confidentiality requirements will survive the termination or expiration of this agreement. To ensure the continued confidentiality and security of student data, City Year and school security plans will be followed.

   Confidential Information of either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party or its licensors, as applicable. Neither party shall possess nor assert any lien or other right against or to Confidential Information of the other party. No Confidential Information of either party, or any part thereof (including, without limitation, any School Information), will be sold, assigned, leased, or otherwise disposed of to third parties by the other party or commercially exploited by or on behalf of City Year, its employees or agents.

   During the course and scope of its services hereunder, City Year and/or its school partners will gain knowledge of or have access to, including electronic access to, Confidential Information of the other party, or otherwise have Confidential Information disclosed to it. The parties each understand that Confidential Information is made available to it only to the extent necessary to perform its duties within the course and scope of this Agreement, and the respective parties' and their respective personnel will use Confidential Information for no other purpose. Each party will disclose Confidential Information only to its personnel with a need to access such data as a necessary part of the performance of this Agreement.

   City Year personnel may, by nature of the services, have access to systems and devices containing Confidential Information, but have no need to actually access such Confidential Information in order to perform Services. City Year therefore agrees to use reasonable efforts to avoid unnecessary exposure by City Year personnel to Confidential Information. City Year further agrees to comply, and agrees to require City Year personnel to comply, with all applicable laws relating to the access, use and disclosure of Confidential Information and any School Information embodied therein. The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

   Notwithstanding the terms of this section, the parties may disclose Confidential Information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing party must provide the other party prompt notice of the order and at the other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

   At no cost to the party that owns the Confidential Information, the other party shall upon (a) request by the owner at any time, and (b) upon termination or expiration of this Agreement, securely eliminate or return promptly in the format and on the media in use as of the date of request, all or any requested portion of Confidential Information that may be in the other party's possession or control. Notwithstanding the foregoing and subject to any restrictions imposed by applicable law, the parties may each retain a copy of

the other's Confidential Information (but excluding any student or employee data) solely for archival purposes and in connection with any dispute between the parties.

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

7.08

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: June 29, 2021

Subject: City Year San Jose contract for 2021-2024 (School day services)

Staff Analysis: City Year San Jose will provide services (in person and/or virtual) during the 2021-2022 school year. Staff will provide English Language Arts and Math support during the regular school day for targeted students. City Year San Jose will provide services for eleven ARUSD schools: Aptitud, Chavez, Cureton, Meyer, Dorsa, Cassell, Ocala, Ren/Fischer, Ren/Mathson, Ryan & San Antonio.

Recommendation: Staff recommends approval of the contract with City Year San Jose for school day services during school years 2021-2024. Total cost of contract for three years is $1,147,500.00 (cost per year is $382,500.00).

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

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

To the Board of Trustees: Meeting: July 8, 2021

Recommended Approval

7.08
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

PROGRAM MANAGER: Sandra Garcia

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

   Name of Individual/Company: City Year San Jose/Silicon Valley (School day services)

   Address: 1922 The Alameda Ste #104 City: San Jose State: CA Zip: 95126

   Phone: (408) 907-6532 Email Address: _____

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2021 end date June 30, 2024

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

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

   City Year San Jose will provide services (in person and/or virtual) during the 2021-2022 school year. Staff will provide english language arts and math support during the regular school day for targeted students. City Year San Jose will provide services for eleven ARUSD Schools listed below: Three year contract - 2021-2024. (Cost per year $382,500).

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

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

   not to exceed
   X b. **Other:** $1,147,500.00 (describe rate agreement) Schools: Aptitud, Chavez, Cureton, Meyer, Dorsa, Cassell, Ocala, Ren/Fischer, Ren/Mathson, Ryan & San Antonio

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				382,500.00		
010-	0000-0-	5815-00-1110-	1000-	000000-360-	5050 (LCAP)	6/30/21

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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LCAP

DISTRICT SERVICE AGREEMENT
By and Between
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
And CITY YEAR, INC.
2021-2024

RECITALS

THIS DISTRICT SERVICE AGREEMENT is made as of this July 1, 2021, by and between Alum Rock Union Elementary School District (hereinafter, the "District") with an address 2930 Gay Ave, San Jose, CA 95127, and City Year, Inc. (hereinafter, "City Year"), a not for profit organized for educational and charitable purposes under the laws of the Commonwealth of Massachusetts with an address of 287 Columbus Avenue, Boston, Massachusetts 02116.

A. **WHEREAS,** the District, is a local education agency located in San Jose, California.

B. **WHEREAS**, City Year is a 501(c)(3) organization providing youth development and education support services.

C. **WHEREAS**, City Year provides school districts with a scalable, centrally managed model that delivers a holistic set of whole-school and focused supports to ensure students stay engaged in learning and on track to graduate. As one of the nation's largest AmeriCorps programs with established sites across the United States, City Year annually recruits, trains, and deploys thousands of young adults from diverse backgrounds for a year of full-time service to support school districts in their efforts to transform our nation's lowest achieving schools.

D. **WHEREAS**, City Year is committed to supporting the District's goal to improve the academic achievement of its pupils. City Year's Whole School Whole Child ("WSWC") model leverages the unique assets of near-peer AmeriCorps members to deliver research-based whole school supports and student interventions targeting the early warning indicators of poor attendance, unsatisfactory behavior, and course failure in English and math.

E. **WHEREAS**, City Year's services support quality, data-driven instruction, deepen family and community engagement, and contribute to a culture of empowerment, achievement, and service.

F. **WHEREAS**, AmeriCorps members deliver services to provide a continuous, supportive presence throughout the day to build mutually supportive connections between students' classroom learning and their before and after school experiences. City Year AmeriCorps members provide a variety of supports both in-person and through virtual learning.

G. **WHEREAS**, the collaboration between City Year and the District will accelerate student achievement in high need schools, support the District reform efforts and attract new federal and private resources to the community.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

1. **Term of Agreement**. The term of this Agreement shall commence on July 1, 2021 and conclude on June 30, 2024 (the "Term").

2. **Scope of Services.**

a. For each of the schools identified in the Deployment Plan in Section 3 of this Agreement, City Year agrees to provide services substantially similar to those described in Appendix A - Executive Summary of the Statement of Partnership attached hereto, which outlines shared goals, Whole School Whole Child services, school-level data requirements, and conditions for success between City Year and the partner school. To comply with the terms of its grant with the Corporation for National and Community Service/AmeriCorps, City Year is required to retain a completed Statement of Partnership for each of the schools identified in the Deployment Plan. City Year will coordinate with principals at each partner school to finalize and deliver a fully executed Statement of Partnership no later than September 30 of each year of this Agreement. A copy of the Statement of Partnership for each school will be available upon request.

b. In the event of any conflict or inconsistency between the terms and conditions hereof and any terms or conditions set forth in any Statement of Partnership, or other document relating to the obligations contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

c. All schools to which this Agreement applies shall be mutually agreed to by City Year and the District. School deployment and allocation of resources (including AmeriCorps team size) shall be determined based on school enrollment to ensure fidelity to the WSWC model. The parties acknowledge that the scope of services set forth in this Agreement is subject to change and contingent on the availability of adequate funding from the Corporation for National and Community Service (see Section 10 Termination herein).

3. **Payment Obligations**. In exchange for the services to be rendered by City Year under this Agreement, the District agrees to compensate City Year in the aggregate amount of $1,1475,000 through Local Control and Accountability Plan (LCAP) funding. The annual LCAP funding amount is $382,500 for up to 113 AmeriCorps members, allocated as outlined in the table below for each year of this Agreement:

School	Allocation of Payment
Aptitud Community at Goss K-8	
Cesar Chavez Elementary School	
Cureton Elementary School	
Donald J. Meyer Elementary School	
Dorsa Elementary School	
Ocala Middle School	
Renaissance @ Fischer	
Renaissance @ Mathson	
Ryan Elementary School	
San Antonio Elementary School	
Aggregate Payment	**$382,500**

City Year shall invoice the District the following amounts in the arrears, to be due and payable to City Year on each of the dates listed below. In the event of AmeriCorps member attrition, City Year will work to ensure continuity of support to affected students through Team Leaders and recruitment of mid-year AmeriCorps members. Should City Year not replace all open AmeriCorps positions by December of each year, and if City Year does not have the ability to redeploy Team Leaders to support affected students, City Year will pro-rate invoice(s) for quarter three (3) and quarter (4) by $845 per quarter per AmeriCorps member.

2021-2022

a) $95,625 – September 1, 2021
b) $95,625 – December 1, 2021
c) $95,625 – March 1, 2022
d) $95,625 – June 1, 2022

2022-2023
e) $95,625 – September 1, 2022
f) $95,625 – December 1, 2022
g) $95,625 – March 1, 2023
h) $95,625 – June 1, 2023

2023-2024
i) $95,625 – September 1, 2023
j) $95,625 – December 1, 2023
k) $95,625 – March 1, 2024
l) $95,625 – June 1, 2024

City Year will submit invoices via email to the following contact:

Elisa Ugapo, Administrative Assistant
(408) 928-6932
elisapeta.ugapo@arusd.org
2930 Gay Avenue
San Jose, CA 95135

4. **Mutual Planning Efforts**. The District and City Year agree to collaborate during the Term of this Agreement in order to ensure that the appropriate conditions for success, performance metrics, and school deployment strategies are in place to maximize the collaboration's impact on students and to meet the District's strategic priorities.

5. **AmeriCorps Prohibited Activities.** City Year and the District agree that neither party shall direct AmeriCorps members to engage in any actions that violate AmeriCorps prohibited activities, as set forth on Appendix B - AmeriCorps List of Various Non-Allowable Activities, attached and incorporated by this reference.

6. **Performance Assessment and Data Sharing**. The District and City Year agree to assess performance under this Agreement on an ongoing basis and make improvements as needed to maximize the ability of AmeriCorps members to improve student achievement. To facilitate that assessment, the District agrees to deliver to City Year simultaneously with the delivery of this Agreement, an agreement substantially in the form of Appendix C - Data Sharing Agreement, pursuant to which the District shall provide to City Year student-level data related to achievement and other data reasonably necessary for the purposes of program implementation and evaluation. City Year shall maintain the confidentiality of all student records furnished thereunder by the District to the fullest extent required by applicable state and federal law, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

7. **Extended Learning and After School Program Activities.** The District and City Year agree that for each of the schools covered by this Agreement whose Statement of Partnership includes After School Program activities, authorized representatives from each of the relevant schools and City Year shall meet to ensure safety protocols are agreed to, including, without limitation, student attendance and absence plans, arrival, headcount and dismissal procedures, student medical plans, emergency protocols and a requirement that each child participating in the After School Program, provide to City Year a waiver signed by the parent or guardian of such child acknowledging, among other things:
   a. risks associated with extended learning in out-of-home settings, including the After School Program
   b. authorizing the child to participate in the educational, athletic, and recreational programs of the After School Program

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c. releasing and agreeing to hold harmless City Year, its employees, agents, officers, directors, sponsors and all volunteers from any and all liability, loss or damage, actions, claims and demands which may arise from the child's participation in the activities of the After School Program
d. certifying that the child is in normal health, and is capable of participating safely in the educational, athletic and recreational programs of the After School Program, and
e. agreeing that should any injury occur to the child during participation in the After School Program, City Year is authorized to arrange for or to provide emergency medical treatment and to arrange for or provide transportation to the nearest medical facility.

The District acknowledges City Year's right to refuse to allow a child to participate in the After School Program in the event of any material deviation from agreed upon safety procedures. The District agrees that each of the schools identified in the Deployment Plan shall make appropriate space available (classroom, gymnasium, outdoor play area and designated eating area) kept in safe, working order for City Year to render it's After School Program services.

8. **Corporate Support**: As part of its service, City Year may work with corporate partners to bring additional resources into schools. These partnerships can include (a) providing financial support to City Year and/or the school/district, (b) sharing information about and access to corporate community service and engagement programs, and (c) engaging employee volunteers to supplement the service of AmeriCorps members in schools. City Year acknowledges and agrees that all corporate partners will be subject to all District policies.

9. **Excused Performance; Force Majeure Event.** If a party wishes to excuse performance under the Agreement as a consequence of an Event of Force Majeure (as defined below), it shall as soon as possible following the occurrence or date of commencement of such Event of Force Majeure, provide Notice to the other party of the nature and expected duration of such Event of Force Majeure and shall thereafter keep the other Party informed until such time as, in its sole judgment, it is able to perform its obligations.

Subject to the proviso at the end of this subsection, neither the District nor City Year shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the date of such Notice; provided, however nothing contained herein shall be construed to excuse the District's obligation to pay City Year for services rendered prior to the date of such Notice.

For purposes of this Agreement, "Event of Force Majeure" means an event beyond the control of the District and City Year, which prevents a party from complying with any of its obligations under this Agreement, including but not limited to:
a. act of God (such as, but not limited to, pandemic, fires, explosions, earthquakes, drought, tidal waves and floods);
b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
c. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
d. physical or geological conditions or the presence of hazardous materials or waste of a nature or in locations, quantities, concentrations or conditions which could not reasonably have been expected by the parties;
e. riot, strike, lock out, work stoppage, labor dispute or such other industrial action or disorder, unless solely restricted to personnel of City Year; or
f. acts or threats of terrorism.

If as a result of an Event of Force Majeure a school serviced under this Agreement is closed and that closure lasts for a period of forty-five (45) calendar days or longer, City Year and the District shall meet and in good

faith negotiate mutually acceptable modifications to the Agreement. If after one hundred eight (180) days from the Notice of an Event of Force Majeure, the parties are unable to agree on modified terms of this Agreement, either the District or City Year may give to the other a Notice of termination in accordance with Section 10.

10. **Termination**. This Agreement shall terminate upon any one of the following events:
    a. Mutual written agreement of the parties (such termination to be effective as specified in such written agreement), but in no event earlier than thirty (30) days' prior written Notice to the other party;
    b. Notice delivered in accordance with Section 9;
    c. The District declining to appropriate funds for subsequent fiscal years consistent with the terms of this Agreement;
    d. City Year does not receive adequate funding commitment from the Corporation for National and Community Service to support the level of service set forth in Section 2 of this Agreement; or
    e. If either party commits a material breach of this Agreement, the other party may terminate by sending notice of intent to terminate in writing to the other party with reasonable specificity of the breach; such termination to be effective if such material breach has not been cured within 30 days of the delivery of such notice.

    In the event of termination under this Section 10, City Year shall be entitled to payment for services performed prior to the event giving rise to the termination. Payment for services after an invoice date shall be pro-rated based on the number of business days that have elapsed.

11. **Hold Harmless and Mutual Indemnity**. City Year agrees to indemnify and hold harmless the District, its officers, directors, agents, and employees, from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs and expenses, including reasonable attorney's fees, which may be incurred or sustained by reason of the failure of City Year to fully comply with the terms and obligations of this Agreement, or for City Year's errors or omissions or intentional wrongs. To the extent permitted by law and to the extent funds are appropriated or coverage is available for this obligation, the District agrees to indemnify and hold harmless City Year, its officers, directors, agents, and employees, from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs and expenses, including reasonable attorney's fees, which may be incurred or sustained by reason of the failure of the District to fully comply with the terms and obligations of this Agreement, or for the District's errors or omissions or intentional wrongs.

12. **Criminal Record Check.** City Year shall not assign or place any person in a position where they have contact with students of the District if that person is required to be registered as a sex offender. City Year will ensure that criminal record background checks are performed on all City Year AmeriCorps members and any employees who will have access to or contact with District students, including an FBI fingerprint check. State checks may be conducted based on location. City Year agrees that it will supply the District with full and complete copies of National Sex Offender and applicable state check reports upon request. The FBI report is adjudicated by the vendor therefore a clearance is available upon request. City Year agrees that the District may in its sole discretion exclude any City Year AmeriCorps member or employee from working with the District students based on the results of a criminal record background check. If the District deems additional background checks necessary, the District assumes the burden of conducting and adjudicating these additional checks.

13. **Compliance with Applicable Law**. Each of the parties hereto agrees to comply with any and all federal and state laws, applicable to its operation, its execution, delivery and performance of this Agreement and the operation of the school buildings in the State of California.

14. **Insurance**. City Year shall maintain Commercial General Liability ("CGL") insurance in an amount not less than $1,000,000. Upon its execution and delivery of this Agreement, the District shall be an additional insured on said policy. Upon request, City Year shall furnish the District with a copy of its current

Commercial General Liability certificate of insurance. If City Year's policy is canceled during the term of this Agreement, City Year shall immediately notify the District.

15. **Independent Contractor**. The District and City Year agree that City Year is an independent contractor and is not an employee of the District. City Year shall be responsible for payment of all taxes, including federal, state, and local taxes arising out of City Year's services, including, but not limited to, federal and state income taxes, Social Security tax, unemployment insurance taxes, and any other taxes. City Year employees and AmeriCorps members shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. City Year shall have no authority to assume or incur any obligation or responsibility for the District, or to make any warranty for or on behalf of the District, or to bind the District.

16. **Expenses**: The parties shall pay their respective attorney fees, accounting fees and other costs and expenses incurred in connection with the performance of this Agreement.

17. **No Assignment**. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other.

18. **No Third Party Beneficiary**. This is not a third party beneficiary contract. No person or entity other than a party signing this Agreement shall have any rights under this Agreement.

19. **Severability**. In the event that any provision of this Agreement, or the application of such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable, the remainder of this Agreement shall continue to be enforceable to the fullest extent permitted by law.

20. **Headings**. Any headings contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

21. **Counterparts Permitted**. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

22. **No Waiver**. A party to this Agreement may, on a single occasion or on multiple occasions, waive or fail to require full and timely performance of any obligation arising under this Agreement. Such waiver or failure to require full or timely performance shall not be deemed a permanent waiver of any such obligation. No such decisions or failures shall give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing or other defense of any nature to any obligation arising hereunder.

23. **Choice of Law and Venue**. This Agreement shall be subject to, and interpreted by and in accordance with, the laws of the State of California.

24. Notice. Any notice, demand, or other communication given or required to be given under this Agreement (sometimes collectively referred to as a "Notice") shall be in writing and shall be delivered to the address of the party as set forth below:

If to: City Year, Inc.
1922 The Alameda,
Suite 104
San Jose, CA 95126
Attention: José Magaña, Managing Director of Impact
jmagana@cityyear.org

With a copy to:

City Year, Inc.
287 Columbus Avenue
Boston, MA 02116
Attention: Jessica Greenfield - Chief Financial and Administrative Officer
JGreenfield@cityyear.org

If to: Alum Rock Union Elementary School District
2930 Gay Ave
San Jose, CA 95127
Attention: Dr. Hilaria Bauer

25. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding such subject matter and may not be modified or amended except by a written agreement specifically referring to this Agreement signed each party hereto.

[Signatures to Follow]

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IN WITNESS WHEREOF, each of the parties has caused its duly authorized representative to sign and deliver this Agreement on the day and year first above written.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By: Dr. Hilaria Bauer
Its: Superintendent

Date

CITY YEAR, INC.

DocuSigned by:
Jessica Greenfield
C49F4E71919D4D9...

By: Jessica Greenfield
Its: Chief Financial and Administrative Officer

6/24/2021
Date

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Appendix A - Executive Summary - Statement of Partnership

The Statement of Partnership outlines goals, Whole School Whole Child services, evaluation requirements, and conditions for success for the City Year and School partnership in connection with the [IDENTIFY DISTRICT SERVICE AGREEMENT].

This Executive Summary provides a brief overview of the goals, services and partnership management expectations agreed upon by City Year and School staff; see the full Statement of Partnership for further information on services, data/evaluation requirements and roles/responsibilities.

ATTENDANCE

Attendance Initiatives (Tier 1)
Support School-wide Attendance Initiative (Tier 1)
Attendance Coaching (Tier 2)

Goal:

Condition:

BEHAVIOR

Behavior/Social-emotional Development Appreciation and Recognition (Tier 1)
Behavior/SEL Skill Instruction: 50 Acts of Greatness [3-5] (Tier 2)
Behavior/SEL Skill Instruction: School-provided Behavior Coaching (Tier 2)
Behavior/SEL Coaching: Check in, Check out
Devereux Student Strengths Assessment (DESSA)

Goal:

Condition:

COURSE PERFORMANCE: ELA/LITERACY

English/Literacy Classroom (Instructional) Support (Tier 1)
English/Literacy Events (Tier 1)

Goal:

Condition:

COURSE PERFORMANCE: MATH

Math Classroom (Instructional) Support (Tier 1)

Goal:

Condition:

CROSS INDICATORS

AFTER SCHOOL

After-school programming co-provider (Tier I)

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Addendum to Statement of Partnership in Response to COVID-19

The following is intended to provide interim guidance on service delivery recognizing that pandemic community transmission conditions may shift over time.

City Year Sites, with support from City Year National Head Quarters, will collaborate with local communities to provide schools, students and AmeriCorps members throughout this uniquely challenging time. City Year will collaborate with schools/districts, to deploy the Whole School, Whole Child services with adjustments that reflect the schools' status in the context of the local public health situation. In this context, City Year will emphasize the importance of safety, relationships, connection to learning, and the value of community and belonging. During times of uncertainty and anxiety these are the foundations upon which young people can continue to develop, grow and learn, especially in the face of adversity.

Virtual Learning Guidelines

- In compliance with the provisions of the Family Educational Rights and Privacy Act (FERPA), the services City Year provides have always been in coordination with and under the supervision of schools and districts, including administration of after-school programs in those schools. While the means of delivering these services may change with "virtual learning," City Year will continue to coordinate with our school/district partners, and complement the learning environments they create, as we would if schools were open for in person learning. To that end Districts/schools will lead in convening all virtual learning spaces for students: City Year and AmeriCorps Members, in collaboration with schools, will support but cannot lead virtual efforts with students, including enrichment activities that might take the place of after-school programming.

- City Year will collaborate with schools to address information and data security issues, including any restrictions related to use of online platforms, communication with students, and record handling and retention of personally protected information. Relevant restrictions may include, without limitation: (i) handling of email addresses or other communication for students which require special protection, or (ii) access to data for students not on our focus lists that we wouldn't typically have access to. Virtual service with students is encouraged if a school or district sets up an online learning space where our AmeriCorps members may log onto the platform to interact with students and that learning space also includes a school or district staff member

In-Person Gatherings:

- In transitioning from virtual learning to "in person gatherings," the parties agree to collaborate on a mutually agreeable timetable for such transition and safety conditions, guidelines and procedures for re-entry into schools. In doing so, City and the schools will rely upon relevant laws governing health and safety, including without limitation, guidance issued by OSHA, CDC, and local public health and safety agencies and authorities
- Once the parties have mutually agreed to the timeline for transition from virtual learning to in person gatherings, and relevant safety conditions, guidelines and procedures, City Year will provide its staff and AmeriCorps members with the necessary supplies to follow cleaning guidelines in designated City Year spaces in schools.
- If the parties are unable to reach agreement, the parties should engage in good faith discussion to modify the terms and provisions of the Agreement as set forth in Section 9 - Excused Performance; Force Majeure Event.
- If an AmeriCorps member is in self-isolation during a period of in-person gatherings and service and feels able to participate, the manager will work with the school and corps member to determine if there is any appropriate way for the AmeriCorps member to continue to support students virtually during this time.
- If an AmeriCorps member is in self-isolation during a period of shelter-in-place and feels able to continue supporting distance learning with students, they may continue this service under the teacher's guidance and

manager's supervision; and likewise, for City Year's learning and development activities with their manager, team and corps.

Monitoring Success

- A City Year staff member will participate as a member of school's leadership team, as appropriate.
- City Year AmeriCorps and staff members will participate in teacher team meetings, including subject area and cross-subject area teams.
- City Year staff will meet with the school's leadership team to conduct a formal partnership review at least twice per year.
- City Year staff will meet with a school partner liaison to discuss progress against goals at least bi-weekly.
- City Year AmeriCorps members will meet with their partner teacher(s) at least bi-weekly to discuss student progress, review intervention session plans, and plan for collaborative classroom support.

Preparation and Training

In order to launch the partnership successfully and prepare City Year AmeriCorps members to be an integrated part of the school's instructional program:

- The City Year team will participate in summer training and on-going professional development opportunities, which will be discussed and scheduled by the school liaison and City Year staff. The School Partner will provide training for AmeriCorps members on the school's core curriculum in ELA and Math, as well as training on any supplemental programs used for student intervention.
- The School Partner will provide an orientation to the any/all of the school's climate and student engagement initiatives, socio-emotional learning programs, student behavior policies, student support referral systems, attendance support initiatives, and attendance policies. This will happen virtually if necessary.
- The School Partner will introduce the AmeriCorps members to any outside afterschool program providers and/or orient them to afterschool program curricula. This will happen virtually if necessary.
- The School Partner and City Year will design and implement an orientation for the school staff and the City Year team. City Year will participate in the school's orientation for faculty and staff during which the City Year team will host an orientation for the School Partner faculty and staff to introduce the teachers and school staff to the City Year AmeriCorps members, build team and share a plan for the year. The School Partner will introduce the AmeriCorps members to the school's vision and basic operations. This will happen virtually if necessary.
- The School Partner will inform the City Year team of the school emergency/safety plan policy, mandated reporting procedures and any information relevant to their interactions with students and staff. This will happen in person if necessary.

Material Support

School *agrees to provide the City Year Team with:*

- Consistent tutoring space, which includes tables or desks and chairs, that is reasonably free of distraction.
- Dedicated closed-door planning and meeting space including a secure storage space for personal belongings and service-related materials.
- Dedicated space to lead after-school/enrichment activities.
- Regular access to an adequate number of computers, internet and telephones that have external access capabilities, following the school's established protocols.
- Access to copier and office supplies as necessary to support the team.

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- Access to service-related supplies and materials, including text and library books, teacher guides, curriculum support materials, intervention program materials, test prep materials, worksheets, hands-on materials, etc.
- Bulletin board(s) to communicate City Year programs and/or impact data.

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APPENDIX B: AmeriCorps List of Various Non-Allowable Activities

Prohibited Activities (See 45 CFR § 2520.65)

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service ("CNCS"), staff and members may not engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
    a. A business organized for profit;
    b. A labor union;
    c. A partisan political organization;
    d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and e. An organization engaged in the religious activities described in paragraph 7. above, unless CNCS assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while engaging in any of the above activities on their personal time. All locations where members serve should post a list of the prohibited activities.

Nonduplication and Nondisplacement (See 45 CFR §§ 2540.100)

E. Nonduplication.

a. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

F. Nondisplacement.

a. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
b. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
c. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
d. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
e. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
   i. Will supplant the hiring of employed workers; or
   ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
f. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
   i. Presently employed worker;
   ii. Employee who recently resigned or was discharged;
   iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
   iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
   v. Employee who is on strike or who is being locked out.

Restrictions on fundraising by members (See 45 CFR §§ 2520.40-.45)

a. AmeriCorps members may raise resources directly in support of your program's service activities.
b. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
   1. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
   2. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
   3. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
   4. Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
   5. Seeking donations from alumni of the program for specific service projects being performed by current members.
c. AmeriCorps members may not:
   1. Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
      Write a grant application to the Corporation or to any other Federal agency.
      45 CFR §§ 2520.40. An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described in §2520.40.

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APPENDIX C: Data Sharing Agreement

In order for City Year to successfully implement the services described in the District Service Agreement between the parties [of even date herewith] and improve student performance, it is essential that City Year have access to the necessary data and support to properly monitor, adjust and measure the impact of the student supports provided.

ACCORDINGLY, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

1. **Use of Data**. City Year uses student-level performance data in partnership with district and school personnel to:
   - determine the scope and types of whole-school, in-class, and targeted student services it will provide;
   - set goals with school administration, teachers, and students regarding school, classroom, and student outcomes;
   - monitor the progress and evaluate the efficacy of its suite of services, from individual students up to whole-school impacts;
   - identify students who are in need of intensive support, monitor their progress, plan and track their interventions throughout the year;
   - report on performance metrics to the school and the school district; and
   - inform and refine our WSWC model design and improve overall quality of service.

2. **Obligations of City Year**. To ensure appropriate whole school and targeted interventions are provided, City Year agrees to:
   - periodically review student progress in coordination with representatives from each school partner's student support team (or reasonable proxy) and make decisions regarding student participation in the partnership's targeted interventions;
   - complete periodic reports on behalf of the partnership to City Year's stakeholders, including the school district and AmeriCorps;
   - share evaluation reports from evaluations commissioned by City Year; and
   - track key output data related to City Year's core services.

3. **Obligations of the District**. To ensure appropriate whole school and targeted interventions are provided, the District agrees to:
   - provide a primary data collection liaison/data coordinator to ensure that the school and/or the school district provide all necessary student-level data in a timely basis, in accordance with district policies and procedures;
   - help facilitate the completion of surveys and report outcome data in a timely manner to help facilitate internal or external reporting on City Year's impact; and
   - facilitate and/or support the collection of student-level data as outlined below.
   - all end of year data for the school year(s) covered under this agreement must be provided to City Year no later than October of the following school year(s).

4. **Data Access, Acquisition, and Requirements**. From the District, City Year will receive the following identifiable, student-level information for all students in the schools it will serve as part of this Agreement:
   - attendance data (e.g. daily absence or tardiness, number of absences/tardies over a specified time period, days attended and missed, average daily attendance);
   - behavior/discipline data (e.g. number of detentions, suspensions, office referrals);
   - ELA and math assessment data (e.g. teacher-produced, district interim and benchmark, district and state standardized tests);
   - ELA and math marking period grades and end-of-course grades;
   - ELA and math course assignments and grades (if available);

- student identification and demographic data (e.g. name, district ID, date of birth, race/ethnicity, gender); and
- class, class enrollment, teacher, and school identification data (e.g. name of ELA and math class and teacher, class rosters, school and class schedules).

This data will be provided for the current academic year on at least a weekly basis via a secure file transfer from the District to City Year. At the beginning of the academic year, the District will also provide to City Year prior year information for all students enrolled in the schools City Year serves for the data noted above. Schoolzilla by Renaissance will serve as City Year's data transfer partner.

Each school will complete surveys which will be used for reporting of City Year's impact. These include:
- periodic principal, school liaison, and teacher surveys;
- periodic student surveys; and
- any other pre-arranged survey efforts that will assist City Year to assess its performance.

The District will provide updated feeder pattern/student matriculation data, as needed – on an annual or biannual basis – to inform the strategic deployment of City Year AmeriCorps members to schools.

Additionally, to enable City Year's partnership with the District, as well as the ability for City Year to support the District's virtual learning efforts, if virtual learning takes place, the District agrees to:

1. Provide District email accounts to all City Year AmeriCorps members and relevant City Year staff; and
2. Provide access to any virtual learning applications and technology platforms to all AmeriCorps members and relevant City Year staff.

5. **Subcontractor Use of District Data**. To the extent necessary to perform its obligations specified in the Agreement, City Year may disclose District Data to subcontractors pursuant to a written agreement. Subcontractors will be bound by all data security, storage, and retention requirements under FERPA and other applicable federal, state, and local laws. For the limited purposes of the evaluation of City Year services and analyses of how to serve City Year's student populations most effectively, City Year may share student data with agents, advisors, and third- party consultants and evaluators ("Representatives"). In these instances, the student data will be de-identified, and cases will be assigned unique External Evaluation ID numbers, assigned through an automated process. Files containing student data will only be shared via secure password protected networks and log-in information will only be shared with limited project personnel. City Year will inform any Representatives of the confidential nature of the data and direct them to treat the data confidentially and for the limited purpose of assisting City Year with its internal analyses and evaluation. In districts where Institutional Review Board (IRB) approval is required, it is the responsibility of the Representatives to secure approval.

6. **FERPA**. City Year uses data in partnership with the District in the legitimate educational interest of students, by reviewing student-level data to identify which students need supports and to modify those supports in response to data, aligning with the requirements listed in 34 C.F.R. §99.31 of the Family Educational Rights and Privacy Act (FERPA).

   For purposes of this Agreement, City Year shall function as an agent of the District with regard to accessing pupil record information necessary for City Year's performance. City Year agrees to the following conditions, as required by 20 U.S.C. §1232g and 34 C.F.R. §99.31(FERPA): City Year is under the direct control of the agency or institution with respect to the use and maintenance of education records; and City Year is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

   For purposes of studying the program to improve instruction, City Year shall comply with all requirements of 34 C.F.R. §99.31(a)(6). City Year shall conduct its study in a manner that does not permit personal identification of parents and students by anyone other than representatives of City Year authorized by this

Agreement with legitimate educational interests for purposes of this Agreement. For the purposes of auditing or evaluating City Year's federally-supported program, City Year shall comply with 34 C.F.R. §§99.31(a) and 99.35.

7. **Ownership and Protection of Confidential Information**. Confidential Information means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as "confidential" or "proprietary" or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, school data and all school student records and personnel records of both parties.

   School Information means all information, in any form, furnished or made available directly or indirectly to City Year by the school partner or otherwise obtained by City Year from the school partner in connection with this Agreement, including all information of the school, District or any District affiliates to which City Year has had or will have access, whether in oral, written, graphic, or machine-readable form.

   City Year, the District, and each school partner will maintain the confidentiality of any and all student data exchanged as part of this Agreement. Confidentiality requirements will survive the termination or expiration of this agreement. To ensure the continued confidentiality and security of student data, City Year and school security plans will be followed.

   Confidential Information of either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party or its licensors, as applicable. Neither party shall possess nor assert any lien or other right against or to Confidential Information of the other party. No Confidential Information of either party, or any part thereof (including, without limitation, any School Information), will be sold, assigned, leased, or otherwise disposed of to third parties by the other party or commercially exploited by or on behalf of City Year, its employees or agents.

   During the course and scope of its services hereunder, City Year and/or its school partners will gain knowledge of or have access to, including electronic access to, Confidential Information of the other party, or otherwise have Confidential Information disclosed to it. The parties each understand that Confidential Information is made available to it only to the extent necessary to perform its duties within the course and scope of this Agreement, and the respective parties' and their respective personnel will use Confidential Information for no other purpose. Each party will disclose Confidential Information only to its personnel with a need to access such data as a necessary part of the performance of this Agreement.

   City Year personnel may, by nature of the services, have access to systems and devices containing Confidential Information, but have no need to actually access such Confidential Information in order to perform Services. City Year therefore agrees to use reasonable efforts to avoid unnecessary exposure by City Year personnel to Confidential Information. City Year further agrees to comply, and agrees to require City Year personnel to comply, with all applicable laws relating to the access, use and disclosure of Confidential Information and any School Information embodied therein. The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

   Notwithstanding the terms of this section, the parties may disclose Confidential Information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing party must provide the other party prompt notice of the order and at the other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

   At no cost to the party that owns the Confidential Information, the other party shall upon (a) request by the owner at any time, and (b) upon termination or expiration of this Agreement, securely eliminate or return promptly in the format and on the media in use as of the date of request, all or any requested portion of Confidential Information that may be in the other party's possession or control. Notwithstanding the foregoing and subject to any restrictions imposed by applicable law, the parties may each retain a copy of

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the other's Confidential Information (but excluding any student or employee data) solely for archival purposes and in connection with any dispute between the parties.

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Data Sharing Agreement
By and Between
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
And CITY YEAR, INC.
2021-2024

THIS DATA SHARING AGREEMENT (this "Agreement") is made as of this _____, 202_, by and between Alum Rock Union Elementary School District (hereinafter, the "District") with an address of 2930 Gay Ave, San Jose, CA 95127, and City Year, Inc. (hereinafter, "City Year"), a not for profit organized for educational and charitable purposes under the laws of the Commonwealth of Massachusetts with an address of 287 Columbus Avenue, Boston, Massachusetts 02116.

In order for City Year to successfully implement the services described in the District Service Agreement between the parties [of even date herewith] and improve student performance, it is essential that City Year have access to the necessary data and support to properly monitor, adjust and measure the impact of the student supports provided.

ACCORDINGLY, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

1. **Use of Data**. City Year uses student-level performance data in partnership with district and school personnel to:
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   - monitor the progress and evaluate the efficacy of its suite of services, from individual students up to whole-school impacts;
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   - inform and refine our WSWC model design and improve overall quality of service.

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   - periodically review student progress in coordination with representatives from each school partner's student support team (or reasonable proxy) and make decisions regarding student participation in the partnership's targeted interventions;
   - complete periodic reports on behalf of the partnership to City Year's stakeholders, including the school district and AmeriCorps;
   - share evaluation reports from evaluations commissioned by City Year; and
   - track key output data related to City Year's core services.

3. **Obligations of the District**. To ensure appropriate whole school and targeted interventions are provided, the District agrees to:
   - provide a primary data collection liaison/data coordinator to ensure that the school and/or the school district provide all necessary student-level data in a timely basis, in accordance with district policies and procedures;
   - help facilitate the completion of surveys and report outcome data in a timely manner to help facilitate internal or external reporting on City Year's impact; and
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   - behavior/discipline data (e.g. number of detentions, suspensions, office referrals);
   - ELA and math assessment data (e.g. teacher-produced, district interim and benchmark, district and state standardized tests);
   - ELA and math marking period grades and end-of-course grades;
   - ELA and math course assignments and grades (if available);
   - student identification and demographic data (e.g. name, district ID, date of birth, race/ethnicity, gender); and
   - class, class enrollment, teacher, and school identification data (e.g. name of ELA and math class and teacher, class rosters, school and class schedules).

   This data will be provided for the current academic year on at least a weekly basis via a secure file transfer from the District to City Year. At the beginning of the academic year, the District will also provide to City Year prior year information for all students enrolled in the schools City Year serves for the data noted above. Schoolzilla by Renaissance will serve as City Year's data transfer partner.

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   For purposes of studying the program to improve instruction, City Year shall comply with all requirements of 34 C.F.R. §99.31(a)(6). City Year shall conduct its study in a manner that does not permit personal identification of parents and students by anyone other than representatives of City Year authorized by this Agreement with legitimate educational interests for purposes of this Agreement. For the purposes of auditing or evaluating City Year's federally-supported program, City Year shall comply with 34 C.F.R. §§99.31(a) and 99.35.

7. **Ownership and Protection of Confidential Information**. Confidential Information means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as "confidential" or "proprietary" or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, school data and all school student records and personnel records of both parties.

   School Information means all information, in any form, furnished or made available directly or indirectly to City Year by the school partner or otherwise obtained by City Year from the school partner in connection with this Agreement, including all information of the school, District or any District affiliates to which City Year has had or will have access, whether in oral, written, graphic, or machine-readable form.

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   Confidential Information of either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party or its licensors, as applicable. Neither party shall possess nor assert any lien or other right against or to Confidential Information of the other party. No Confidential Information of either party, or any part thereof (including, without limitation, any School Information), will be sold, assigned, leased, or otherwise disposed of to third parties by the other party or commercially exploited by or on behalf of City Year, its employees or agents.

   During the course and scope of its services hereunder, City Year and/or its school partners will gain knowledge of or have access to, including electronic access to, Confidential Information of the other party, or otherwise have Confidential Information disclosed to it. The parties each understand that Confidential Information is made available to it only to the extent necessary to perform its duties within the course and scope of this Agreement, and the respective parties' and their respective personnel will use Confidential Information for no other purpose. Each party will disclose Confidential Information only to its personnel with a need to access such data as a necessary part of the performance of this Agreement.

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perform Services. City Year therefore agrees to use reasonable efforts to avoid unnecessary exposure by City Year personnel to Confidential Information. City Year further agrees to comply, and agrees to require City Year personnel to comply, with all applicable laws relating to the access, use and disclosure of Confidential Information and any School Information embodied therein. The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

Notwithstanding the terms of this section, the parties may disclose Confidential Information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing party must provide the other party prompt notice of the order and at the other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

At no cost to the party that owns the Confidential Information, the other party shall upon (a) request by the owner at any time, and (b) upon termination or expiration of this Agreement, securely eliminate or return promptly in the format and on the media in use as of the date of request, all or any requested portion of Confidential Information that may be in the other party's possession or control. Notwithstanding the foregoing and subject to any restrictions imposed by applicable law, the parties may each retain a copy of the other's Confidential Information (but excluding any student or employee data) solely for archival purposes and in connection with any dispute between the parties.

8. **Entire Agreement**. This Data Sharing Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding such subject matter and may not be modified or amended except by a written agreement specifically referring to this Data Sharing Agreement signed each party hereto.

[Signatures to Follow]

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IN WITNESS WHEREOF, each of the parties has caused its duly authorized representative to sign and deliver this Agreement on the day and year first above written.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By: Dr. Hilaria Bauer
Its: Superintendent

Date

CITY YEAR, INC.

DocuSigned by:
Jessica Greenfield
C49F4E71919D4D9...

By: Jessica Greenfield
Its: Chief Financial and Administrative Officer

6/30/2021
Date

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

8.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 24, 2021

Subject: **Maxim Healthcare Staffing**

Staff Analysis: This contract is for Behavior therapy services with Maxim Healthcare Staffing. Services will take place on days school is in session and during the summer program. Behavior therapist services students at various sites with therapy identified needs per the students' IEP.

Recommendation: Staff recommends that the Board approve the contract increase with Maxim Healthcare Staffing. The increase of this contract is $33,000 for a total contract amount of $231,480

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

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

To the Board of Trustees: Meeting: July 8, 2021
Regular Board Meeting

Recommend Approval

8.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 216075 Contract Original Amount: $217,800

Vendor Name: Maxim Helathcare Vendor No. 300165

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
✔ Increase Amount Line Item No.: _____
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$217,800
Change Order #: 1	$-54,000
Change Order #: 2	$+34,680
Change Order #: 3	$+33,000
New Contract Total (including Change Orders)	$231,480

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
080	6546	0	5815	00	5750	1190	000000	380	6546	+33,000		CR
	0000	0		00			000000					6/24/21

Reason for Adjustment:

Increase for Marriage Family therapist (MFT) and Behavior Tech's hours used at the McCollam Care Pod.

School/Dept.: Special Education Requested by: LeAnne Depew

Approval: _____ Assistant Superintendent of Business Services
(for Contracts Only)

_____ Program Manager

_____ Purchasing Manager

Date Requested: _____ Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 9.01

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : **CONTRACTS FOR PROFESSIONAL SERVICES – FIRMS/ORGANIZATIONS**

Staff Analysis:
The following contracts for professional services are being presented to the Board of Trustees for review and approval.

Recommendation:
Staff recommends approval of the following contracts for professional services on the attached sheets. Contract details are on file in the Purchasing Office.

Prepared by: Maria J. Martinez M.M. Title: Procurement Manager

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

To the Board of Trustees: Meeting: July 8, 2021

Recommend Approval

Regular Board Meeting

9.01

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
July 8, 2021 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Academic Services Jason Sorich	07/01/21- 06/30/22	Lazel, Inc. DBA:Learning A-Z	$5,000.00	Provide RAZ+ and Science A-Z access for all ARUSD students in grades K-5. Licenses provide teachers with access to online reading support and online science supplemental activities. Learning A-Z will provide virtual teacher professional development. Funding: Restricted
Academic Services Barbara Campbell	07/01/21- 06/30/22	Listen Innovation, Inc.	$19,500.00	Purchase Listenwise licenses to support English Learners, Reclassified & Newcomer Students in listening, vocabulary & comprehension skills across content areas for all 6th-8th graders & 2nd - 8th in K-8 schools. Provide five 1-hour professional development virtual training (8/4/21, 8/5/21, 8/9/21, 10/13/21, 10/29/21) & create alignment documents for adopted core curriculum. Funding: General
Academic Services Jason Sorich	07/01/21- 06/30/22	MobyMax	$5,485.00	Provide online standard-based lessons in all core subject areas along with diagnostic assessments. Licenses are provided to all ARUSD students to access the MobyMax system. MobyMax will provide virtual teacher professional development. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Academic Services Jason Sorich	07/01/21- 06/30/22	Studies Weekly	$40,552.02	Provide California based Social Studies online and print materials for the 2021-2022 SY for students in K-5. Professional development will be provided to all ARUSD elementary school teachers virtually. Funding: Restricted
Child Nutrition Services Denisse Mendez	07/01/21- 06/30/22	R&R Refrigeration & Air Conditioning, Inc.	$55,000.00	Provide repairs and services to all refrigeration and freezer equipment located at all kitchens/cafeterias. Remove/repair/replace parts and/or equipment when needed. Funding: Restricted
Instructional Services Dr. Imee Almazan	07/09/21- 06/30/22	Alia	$76,000.00	Provide districtwide professional development on how to understand trauma and the impact it has on students by providing tools and resources on how to address trauma in school. Training will be provided to all school site staff (Administrators, Teachers, Certificated and Classified staff). Funding: Restricted
Instructional Services Dr. Imee Almazan	08/01/21- 06/30/22	SEEDS	$30,000.00 NTE per site	Master Contract: Provide training in Restorative Justice (RJ) to support work in the implementation or RJ practices intended to strengthen ARUSD school communities in order to build and repair relationships. These services may be in person or virtual. Funding: N/A

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Maintenance Ed Villarreal	07/09/21- 06/30/22	Axiom Communications Systems	$65,000.00	Provide service and repair to all fire alarm, security and PA intercoms. Also inspect, test, maintain and certify alarm systems. Emergency respond service provided 24 hours a day, seven days a week. Funding: Restricted
Maintenance Ed Villarreal	07/09/21- 06/30/22	Blossom Hill Glass	$60,000.00	Provide emergency glass repair and replacement districtwide as needed due to vandalism. Funding: General
Maintenance Ed Villarreal	07/09/21- 06/30/22	California United Mechanical, Inc.	$20,000.00	Provide routine maintenance and service for refrigerator and freezer units located at the district office. Funding: Restricted
Maintenance Ed Villarreal	07/09/21- 06/30/22	Environmental Systems, Inc.	$84,000.00	Provide HVAC maintenance and repair districtwide. Funding: Restricted
Maintenance Ed Villarreal	07/09/21- 06/30/22	General Tree Service	$84,000.00	Provide emergency tree trimming and removal services on an as needed basis districtwide. Funding: Restricted
Maintenance Ed Villarreal	07/09/21- 06/30/22	Harry L. Murphy, Inc.	$85,000.00	Provide services that include repair and/or replacement of flooring as needed districtwide. Funding: Restricted
Maintenance Ed Villarreal	07/09/21- 06/30/22	San Jose Boiler Works	$15,000.00	Provide annual boiler cleaning/maintenance service as needed districtwide. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Special Education Anthony Colonna	08/01/21- 06/30/22	Vista Center for the Blind and Visually Impaired	$30,000.00	Provide travel training to six (6) Alum Rock students from the following schools: George 8th grade, Fischer 8th grade, Hubbard 1st and 4th grades, Linda Vista 2nd grade and Lyndale 2nd grade. Orientation and mobility training will be provided to students who have a visual impairment which limits or causes a safety issue when traveling in familiar or unfamiliar environment. Funding: Special Education
State & Federal Sandra Garcia	09/01/21- 06/30/22	Girl Scouts of Northern California (GSNorcal)	No Cost	Provide ARUSD students with Girl Scout's STEM/STEAM Discover Together Program and SEL Got Choices program. Both programs will be provide using a hybrid setting (in-person and virtual) at no cost to the participants or ARUSD, for up to 8 elementary schools and up to 4 middle schools during the 2021-2022 SY. Funding: General
State & Federal Sandra Garcia	08/14/20- 06/30/21	Tutorworks Inc.	$68,933.00	Master Contract Participations: Tutorworks provided general tutoring/enrichment services for approximately 88 students at various school sites in ARUSD. Reference master contract #C216062 (NTE $20,000.00 per site, Board approved 08/13/2020). Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Student Services Norma Flores	07/01/21- 06/30/22	Alum Rock Counseling Center, Inc. (ARCC)	No Cost	Provide individual and group therapy to students in ARUSD at selected sites. Other services offered are early childhood development, parent support, mentoring program, case management, substance use prevention and community outreach. Funding: General
Student Services Norma Flores	07/01/21- 06/30/22	School Innovations & Achievement - Attention2Attendance "A2A" Software	$65,500.00	Attention2Attendance "A2A" is a student attendance management software that provides attendance analysis reports as well as preparing and distributing school attendance letters to ARUSD families. Funding: General
Superintendent Dr. Hilaria Bauer	07/01/21- 06/30/22	California Consulting, Inc.	$48,000.00	Grant writing at the direction of the district on specific grants identified by the district. Funding: General
Business Services Kolvira Chheng	07/01/21- 06/30/22	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 presentations to the board. District will be billed on monthly basis for fees and expenses as approved by the Superintendent. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 21123

PROGRAM MANAGER: Jason Sorich

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

   Name of Individual/Company: LAZEL, Inc. DBA: Learning A-Z

   Address: 1840 East River Rd., Suite 320 City: Tucson State: AZ Zip: 85718

   Phone: (520) 274-2068 Email Address: Natealine.Judie@learninga-z.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2021 end date June 30, 2022

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

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

   Learning A-Z provides RAZ plus & Science A-Z access for all ARUSD students in grades K-5. Licenses provide teachers with access to online reading support and online science supplemental activities. Learning A-Z will provide virtual teacher professional development.

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

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

   X b. **Other:** $5,000.00 (describe rate agreement) _____

   Budget Code: 060-6300-05846-00-1110-1000-000000-300-1070

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$5,000.00	Lottery	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: 12acbee2d133892d8942dfefd103c29865b98976

Learning A-Z License Quote

Date: 06/15/21

Barbara Campbell
Alum Rock Union School District
2930 Gay Ave
San Jose, CA 95127-2398

(408) 928-6524
barbara.campbell@arusd.org

Thank you for requesting a quote from Learning A-Z, Barbara Campbell!
Your username is bcampbell50
Your reference number is 9165843.
Please include this reference number on your purchase order.

Products	Type	License Terms	List Price	Final Cost
Professional Development Customized Professional Development Workshop Series	Non-Subscription	20 customized webinars, Start: 07/01/21 End: 08/01/22	$5,000.00	$5,000.00

	Final Cost
Sales Tax:	$0.00
YOUR TOTAL COST:	$5,000.00

(*) Taxes (if applicable) to be calculated at time of purchase.

All prices are in U.S. dollars.

This quote is valid until 08/31/21.

Quoted prices are based on specified quantities and terms.
Please contact your representative for adjustments.

We look forward to supporting Alum Rock USD educators via these 20 customized Webinars!

Prepared by: Enrique Paredes and Marilyn Roubal

1840 East River Road, Suite 320
Tucson, AZ, 85718
phone: 520.274.2068
fax: 520.274.2069
Enrique.Paredes@learninga-z.com |
Marilyn.Roubal@learninga-z.com

If you are paying by purchase order, your PO must have:

1. PO number
2. Learning A-Z as the vendor
3. Bill To information
4. The product(s) being purchased

5. **Total dollar amount**
6. **If your PO has a signature line, it must be signed**
7. **Include a Learning A-Z quote matching your purchase order**

Learning A-Z License Agreement

Licenses grant registered classrooms only permission to use materials on the designated website(s) during the terms of the license. Sharing user information or materials with non-registered classrooms is not authorized.

Please review our terms and conditions carefully before activating your account.

https://help.learninga-z.com/article/Terms-of-Service

Thank you for your business!

© Learning A-Z

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 23094

Submitted by: Barbara Campbell

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

   Name of Individual/Company: Listen Innovation, Inc.

   Address: 132 Eliot Street City: Chestnut Hill State: MA Zip: 02467

   Phone: (617) 894-1964 Email Address: karen@listenwise.com

   SSN: _____ or Fed I.D. #: 46-1664333

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2021 end date June 30, 2022

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

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

   Purchase Listenwise licenses to support English Learners, Reclassified & newcomer students in listening, vocabulary, & comprehension skills across content areas for all 6th-8th graders & 2nd-8th in K-8 schools.

   Provide five 1-hour PD virtual trainings (8/4/21, 8/5/21, 8/9/21, 10/13/21, 10/29/21) & create alignment documents for adopted core curriculum.

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

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

   X b. **Other:** $ 19,500.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5846	00	1110	1000	000000	305	5120	$17,000.00	
010	0000	0	5815	00	1110	1000	000000	305	5120	$2,500.00	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: e450eaea19a57fc125735d3db9622fb7a0bbf5ac

Listenwise

Listen Innovation Inc.
132 Eliot Street
Chestnut Hill, MA 02467
http://www.listenwise.com
617-894-1964

5/12/2021
Adam Buchbinder
adam@listenwise.com

Listenwise Premium Quote
Alum Rock USD

School	Enrollment Band	Subjects	Price per Year
Renaissance 1	300-599	ELA, Social Studies, Science	$ 2,500.00
Renaissance 2	300-599	ELA, Social Studies, Science	$ 2,500.00
Aptitud Community Academy	300-599	ELA, Social Studies, Science	$ 2,500.00
Adelante Dual Language Academy	300-599	ELA, Social Studies, Science	$ 2,500.00
Hubbard Elementary	300-599	ELA, Social Studies, Science	$ 2,500.00
Ocala Middle School	300-599	ELA, Social Studies, Science	$ 2,500.00
George Middle School	300-599	ELA, Social Studies, Science	$ 2,500.00
Sheppard Middle School	300-599	ELA, Social Studies, Science	$ 2,500.00
		Total	**$ 20,000.00**
		15% volume discount	$ ~~3,000.00~~

Subscription Term	1 Year
Start Date	7/1/2021
End Date	6/30/2022

TOTAL	$	17,000.00

//CODiE//
2017 SIIA CODiE FINALIST

AAP PRE K-12 LEARNING REVERE AWARDS
2017 WINNER

Listenwise

Listen Innovation Inc.
132 Eliot Street
Chestnut Hill, MA 02467
http://www.listenwise.com
617-894-1964

5/27/2021
Adam Buchbinder
adam@listenwise.com

Listenwise Premium Quote
Alum Rock Elementary School District

Listenwise will provide 60 minute live virtual PD workshops listed below.

Topic	Price
Basic Onboarding (8/4/2021)	No Cost
2 Teaching ELs With Listenwise PD. 8/9/2021 and 10/13/2021	$ 750.00
Teaching Humanities With Listenwise PD (10/29/2021)	$ 375.00
Teaching SEL/DEI With Listenwise PD (8/5/2021)	$ 375.00
PD Total	**$ 1,500.00**

Custom Curriculum Map Alignment	Price
Social Studies for middle school	$ 500.00
ELA for middle school	$ 500.00
Curriculum Map Aligmment Total	**$ 1,000.00**

TOTAL	**$2,500**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Jason Sorich

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

   Name of Individual/Company: MobyMax

   Address: P.O. Box 392385 City: Pittsburg State: PA Zip: 15251

   Phone: (904) 647-2181 Email Address: john.jennings@mobymax.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2021 end date June 30, 2022

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

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

   MobyMax provides online standard-based lessons in all core subject areas along with diagnostic assessments. Licenses are provided to all ARUSD students to access the MobyMax system. MobyMax will provide virtual teacher professional development.

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

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

   X b. **Other:** $5,485.00 (describe rate agreement) _____

   Budget Code: 060-6300-05846-00-1110-1000-000000-300-1070

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$5,485.00	Lottery	

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

MobyMax
Learn twice as fast™

5/19/2021

License for:
Alum Rock Union Elementary
2930 Gay Avenue
San Jose, CA 95127

MobyMax PD

To inlcude:	Qty:	Price:	
Moby Virtual Day	2	$	3,990.00
Custom Webinar Hours	5	$	1,495.00
Total		**$**	**5,485.00**

How to Order
Contact your Account Manager
with your PO Number or Credit Card Information

Account Manager
Cynthia Colalillo
904-647-2181
cynthia.colalillo@mobymax.com

Or mail a check to:

MobyMax

PO Box 392385
Pittsburgh, PA 15251

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 016845

PROGRAM MANAGER: Jason Sorich

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

   Name of Individual/Company: Studies Weekly

   Address: 1140 N. 1430 W. City: Orem State: UT Zip: 84057

   Phone: (801) 850-3282 Email Address: linda.miller@studiesweekly.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2021 end date June 30, 2022

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

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

   Studies Weekly will provide California based Social Studies online and print materials for the 2021 - 2022 school year for students in K-5. Professional development will be provided to all ARUSD elementary school teachers virtually or in person.

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

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

   X b. **Other:** $40,552.02 (describe rate agreement) _____

   Budget Code:060-3010-0-5815-1110-1000-000000-360-1190

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$40,552.02		

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

StudiesWeekly®

Quote # 45918

Quote Created For
JASON SORICH
ALUM ROCK ELEM SCHOOL DISTRICT
2930 GAY AVE
SAN JOSE, CA 95127
jason.sorich@arusd.org
(408)928-6800

Regional Manager
Dave Wilson
dave.wilson@studiesweekly.com
801-850-3282

Account Manager
Tosha Van Cooten
tosha.vancooten@studiesweekly.com
801-259-5546

1140 N 1430 W Orem, UT 84057
Phone: 866-311-8734 | Fax: 866-531-5589
Email: orders@studiesweekly.com

Quote information
Quote Date: May 19, 2021
Quote Term: 1 yr subscription
Expiration: 08/17/2021
School Year: 2021-2022
Referral: Sales Rep

Grade	SKU	Title	Class	Unit Price	Qty	Cost
0	CA0	California Kindergarten Studies Weekly	19	$7.95	470	$3,736.50
1	CA1	California First Grade Studies Weekly	33	$7.95	804	$6,391.80
2	CA2	California Second Grade Studies Weekly	32	$7.95	791	$6,288.45
3	CA3	California Community Studies Weekly	33	$7.95	812	$6,455.40
4	CA4	California Studies Weekly	34	$7.95	849	$6,749.55
5	CA5	California USA Studies Weekly - Ancient America to Westward Expa...	38	$7.95	943	$7,496.85
B	PDQWEB	(Qualified) Webinar Training (2 hour session) (Online Only)	1	$0.00	2	$0.00

Sub Total:	$37,118.55
Tax @ 9.25%:	$3,433.47
Shipping:	$0.00
Total:	**$40,552.02**

Final sales tax will be determined by shipping location.

Customer Note:
This quote expires August 17, 2021.

Thank you for your interest in Studies Weekly. If you are ready to purchase, please provide the information below and submit your order:

Order Information

Billing Contact, if different than listed above (Name, Phone, Email)

PO #

Shipping Information is REQUIRED to process your order

Orders cannot be shipped until purchase order is received. Studies Weekly begins shipping materials in May for the applicable school year. Someone must be present to sign for the delivery.
Disclaimer: If you did not designate your preference for partial or full shipped orders, all orders will default to partial shipping in mid August.

Shipping Contact (Name, Phone, Email)

Shipping Address, if different from listed above

When are you **NOT** available to receive the materials?

☐ No shipping restriction

Would you like to receive your materials as they become available or would you like us to hold your order until all can be shipped together?

☐ Partial Ship ☐ Whole Ship

Authorized Signature Date

**You can roster students through Studies Weekly's Secure File Transfer Protocol (SFTP). Studies Weekly can also provide third party rostering for any school or district whose total order is over $1,000.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Independent Contract Board Memo

To: Hilaria Bauer, Ph.D., Superintendent

From: Denisse Mendez, Director CNS

Re: Contract Approval R&R Refrigeration

Date: June 24, 2020

Description of services being provided:

To maintain and repair kitchen refrigeration equipment, Child Nutrition Services is seeking to contract a one year agreement with a company that can respond to equipment issues in a timely manner, is experienced and reliable. Service and repairs will include refrigeration and freezer equipment at all 21 school site kitchens.
Based on pricing, experience and reliability, staff is recommending to contract with R&R Refrigeration, Inc.

Recommendation:

Staff recommends the Board of Trustees approve the contract with R7R Refrigeration, Inc. in the amount of $55,000.00 for fiscal year 2021-2022.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Child Nutrition Services Department (School/Dept.) VENDOR NO. 013037

PROGRAM MANAGER: Denisse B. Mendez, Director

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

   Name of Individual/Company: R&R Refrigeration & Air Conditioning, Inc.

   Address: 1775 Monterey Hwy, #66 City: San Jose State: CA Zip: 95112

   Phone: (408) 297-0383 Email Address: Matt_A@Getcooled.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2021 end date June 30, 2022

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

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

   R&R is to provide repairs and services to all refrigeration and freezer equipment to all kitchens/cafeterias. Remove/repair/replace parts and/or equipment when needed.

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

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

   _____ b. **Other:** $102.00/hr. reg. (describe rate agreement) $35 Truck Charge 1x per new call. $153.00/hr. OT.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
130-5310	-0-4370-00-0	000-3700-000000	-480-3700	$35,000		
130-5310	-0-5660-00-	0000-3700-000000	-480-3700	$20,000		

6/17/21

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

R & R REFRIGERATION & AIR CONDITIONING, INC.
1775 MONTEREY ROAD, SUITE 66A, SAN JOSE, CA 95112
(408) 297-0383 · (800) 742-2456 · FAX (408) 453-5853
CONTRACTOR'S LICENSE # 663524
www.getcooled.com

April 28, 2021

Child Nutrition Services
Scope of Work

Perform service and repairs for the Refrigeration equipment throughout the ARUSD school sites. Make equipment changes or replace parts as needed throughout the Refrigeration system including labor. Provide assistance to Denisse Mendez while technicians are on site and for emergency response. Perform Maintenance on equipment when requested per service agreement. Provide 24/7 response capabilities when needed. R&R will charge a one time "truck charge" of $35.00 for any new service call, and will bill at a rate of $102.00 per hour during normal business hours; after-hours will be at an overtime rate of $153.00 per hour.

*$102.00 is a preferred rate for ARUSD; it is 21% lower/discounted from our standard billable service rate of $130.00 per hour.

Matthew Arevalo
Sales & Service Manager

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Instructional Services (School/Dept.) VENDOR NO. _____

Submitted by: Dr. Imee Almazan

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

   Name of Individual/Company: Alia

   Address: 1000 University Ave. W. #230 City: St. Paul State: MN Zip: 55104

   Phone: (651) 343-1576 Email Address: rachelle@aliainnovations.org

   SSN: _____ or Fed I.D. #: 81-1185699

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 9, 2021 end date June 30, 2022

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

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

   Alia will provide district wide professional development on how to understand trauma and the impact it has on students by providing tools and resources on how to address trauma in schools. Training will be provided to all school site staff (Administrators, Teachers, Certificated and Classified staff).

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

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

   X b. **Other:** $76,000.00 (describe rate agreement) Flat Rate

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	7425	0	5815	00	1110	1000	000000	360	7390	$76,000.00	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Alia | Alum Rock Union Elementary School District
13 Month* Proposal (July 2021 – July 2022)

*11 month service delivery – no sessions Nov & Dec 2021

Alia
Innovations for people and systems impacted by childhood trauma

Purpose: To establish and support a Trauma Competent Cohort of teachers at the Alum Rock Union Elementary School District

Activity	Frequency/Units of Service	Participants	Deliverable/Purpose
Trauma Competency Cohort Preparation with	6.5 Hours Total July 2021 (1.5hrs) August 2021 (5hrs) *Delivered virtually*	Alum Rock Union Elementary School District Leadership	**Deliverable** 6.5 Hours total **Purpose** • To prepare for the launch the Trauma Competency Cohort • To plan activities and structure of the training series • To assist with determining the participant selection process and groupings
Trauma Competency Cohort Launch	30 min Series Launch August 2021 *Delivered virtually*	Trauma Competency Cohort	**Deliverable** 30 min webinar to launch series delivered the same day as the first virtual training and Learning Circles (August 3, 2021) **Purpose** • To introduce Alia and to provide an overview of the training series • To introduce how the Learning Circles will be structured • To lay the groundwork for the upcoming training series
Trauma Competency Cohort Series	10 Trainings/Learning Circles Aug 2021 – Oct 2021 Jan – July 2022 (No sessions Nov/Dec 2021) *Delivered virtually*	Trauma Competency Cohort (3 Learning Circles)	**Deliverable** 10-part Trauma Competency Series 2 days per month over 10 months – Day 1 – One 1.5 hour virtual training and Day 2 – Three 1.5 hour facilitated Learning Circles for deeper dives into the materials and content (up to 25 participants per group) **Purpose** • To expand knowledge and understanding of the human impacts of trauma on youth development • To deepen the understanding of how trauma manifests in behaviors • To provide tools and resources for different ways to address trauma in schools • To provide information and resources for deeper learning • Subject Matter Expert review and feedback on training homework

10 Month Deliverables:

- 7 hours virtual Consultation
- 10-part virtual Trauma Competency Series (including materials)
- 45 hours virtual Learning Circles

Total: $76,000

We place significant value on our partnerships and Team Alia is very interested in working with you to create a proposal that meets your needs. Please contact us to discuss adjustments and/or additions to the proposed project.

For more information, or a list of references for similar Alia projects, please contact:
Chelsea Heath | chelsea@aliainnovations.org | 612.418.5897

Thank you!

Alia

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Instructional Services (School/Dept.) VENDOR NO. 022286

Submitted by: Dr. Imee Almazan ****MASTER CONTRACT****

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

   Name of Individual/Company: SEEDS

   Address: 2530 San Pablo Avenue, Suite A City: Berkeley State: CA Zip: 94702

   Phone: (510) 548-2377 ext. 113 Email Address: addierose@seedscrc.org

   SSN: _____ or Fed I.D. #: 94-3054165

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 1, 2021 end date June 30, 2022

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

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

   SEEDS will provide training in Restorative Justice (RJ) to support work in the implementation of RJ practices intended to strengthen ARUSD school communities in order to build and repair relationships.

   These services may be in person or virtual.

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

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

   X b. **Other:** $ 30,000.00 (describe rate agreement) Not to Exceed - per site
   (Various Sites Participating - each using their budget)

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	7085	0	5815	00	1110	2100	000000	360	7085	$0	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

SEEDS

Greater San Jose Area Fee: $125 flat fee for each in-person engagement. Sessions of 2 hours or more will be conducted in-person.

Your Proposed SoW with Fees

San Antonio	
Visioning Session -Building on San Antonio's current tools used to plan and develop outcomes with a restorative approach added in	$1500
Customized School-Based Restorative Practices (for staff and partners ie. YMCA and City Year) • Refresher and re-engagement from previous training • Focus on Restorative Re-entry • Implementation workshops and Advanced RJ training • Three 3-hour PD trainings in August, October, and January (up to 30 participants)	3 @ $2,500 $7,500
<u>Restorative Implementation Group Coaching Format A (done remotely)</u> Group coaching for teachers offering implementation support, skills building, problem solving etc. Done in cohorts of 12-15 teachers over a 3-month period with 1 coaching session/month.	2 cohorts @ 3,000 $6,000
Parent Engagement Sessions	2@ $2500 $5,000
Implementation Toolkit Access	Included with contract
Travel Fees	6@$125 $750
Subtotal	**$20,750**
Adelante 2	
Visioning Session	$1,500
Customized School-Based Restorative Practices Workshop (August and October) • Intro to RJ including circle process, restorative communication, community building processes • Implementation workshops and Advanced RJ training • Two 3-hour PD trainings in August and October (up to 30 participants)	2@ 2,500 $5000

SEEDS

Restorative Practices Implementation Coaching (Customized for 5 ambassadors) Group coaching for teacher ambassador cohort offering implementation support, skills building, problem solving etc. Done in teacher cohorts over a 3-month period with 1 coaching session/month. Includes 3, 1-1.5 hour session. Offered remotely.	2 @ $2,000 each $4,000
Parent Engagement Sessions • 1 Spanish/1 English	2@ $2500 $5000
Implementation Toolkit Access	Included with contract
Travel Fees	5@$125 $625
Subtotal	**$16,125**
Aptitude Year 2	
Restorative Re-entry workshop-agreement and commitment circles • A staff-wide workshop for teachers to develop their own community agreements and then take the model into their classroom.	$2500
Visioning Session	$1,500
Customized School-Based Restorative Practices • Implementation workshops and Advanced RJ training Three 2-hour PD trainings throughout the year (up to 30 participants)	3@ 2,500 $7,500
Restorative Practices Implementation Coaching -Format B six-week coaching cohort for 4-6 teachers. Restorative Justice coaches provide 1 days per week of remote observation, feedback, coaching and training to cohort of 4-6 teachers, for 6 weeks (may be spread every other week to extend to over 12 weeks based on time availability)	$7,500
Implementation Toolkit Access	Included with contract
Travel Fees	10@$125 $1,250
	$20,250

Fees include 2-4 hours of prep for each meeting, phone calls, emails, materials and follow up. Please note that engagements of less than 2 hours are conducted remotely. If your team is hybrid and some are remote and others are in person then the default is remote service delivery. If your full staff is in-person we will conduct in person service delivery for any services

SEEDS

2 hours and above. We value ours and your safety and are following Covid-19 safety guidelines. In the event that guidelines change the above services will be delivered remotely.

We understand that many of our clients have limited budgets and we try not to turn anyone away for lack of funds, so please let us know if you have financial restrictions that we can try to accommodate. SEEDS provides services at the low-end of market rate. As a non-profit, all fees go into programmatic funding. As we discussed, we are committed to serving those who need our support and are open to finding a way to work within your budget.

Please contact us with questions or to discuss this restorative process further. Thank you for your interest in our organization.

Sincerely,

AddieRose Mayer
SEEDS Executive Director

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

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

Re: Contract Approval-Axiom Communications Systems, 2021-2022

Date: June 23, 2021

Summary:
It is necessary for the District to maintain a contract with an experienced and reliable company that can provide fire alarm inspection and maintenance services district-wide.

The District reached out to multiple contractors for proposals and based on pricing, experience and responsiveness, the District is recommending to contract with Axiom Communications Systems.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Axiom Communications Systems in the amount of $65,000 for the 2021-2022 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **Axiom Communications Systems**

VENDOR NO: _____

ADDRESS: **915 Boulder Drive, San Jose, CA 95132**

FAX NUMBER:

TELEPHONE NUMBER: **(408) 872-2445**

TAX ID NUMBER: _____

E-Mail: _____

BOARD APPROVAL DATE: July 8, 2021

CONTRACT TERM: From: July 09, 2021 – June 30, 2022

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

A. One-line description for the Governing Board report: **Provide service and repair on all fire alarm, security and PA intercoms. Also inspect, test, maintain and certify fire alarm systems. Emergency respond service provided 24 hours a day, 7 days a week.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$65,000.00

Program Manager/Principal [signature] **Date:** 6/23/21

Superintendent _____ **Date:** _____

Fiscal Approval [signature] **Date:** 6/24/2021
Accountant

Director of Fiscal Services _____ **Date:** _____

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 services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

___X___ c. **Other: $65,000.00 FY: 2021 – 2022**

Axiom Communications Systems
915 Boulder drive
San Jose, CA. 95132
408-872-2445
allan@axiomalarms.com

Date : 06/07/21

Axiom
Communications Systems

A brief Scope of Work

contractor Lic. C10 1038554

Customer : Alum Rock Union School District 06/18/21

1- Axiom Communications Systems provide service and repair on all the fire alarm security PA and any low voltage system.

2- Axiom Communications systems perform annual fire alarm and fire sprinkler test according to NFPA (National Fire Protection Association).

3-Axiom Communications Systems provide 24 hours monitoring and emergency service for any fire alarm and low voltage system.

Hourly Rate:

Normal week days hours 8:00 am to 4:00pm Monday -Friday
$115.00 per hour minimum two hours

4:00 pm to 12:00 pm minimum 3 hours @ $172.50 per hour
12:01 am to 7:59 am 3 hours minimum @$230.00

Saturdays

8:00 am to 3:00 pm minimum 3 hours @$172.50 per hour
Saturday 4:00 through Monday 7:00 am
Double time 3 hours minimum a@ $230.00 per hour

Allan Salehi Manager A Salehi 06/18/21

Home CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1038554

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/27/2021 7:51:08 AM

Business Information

ALLAN SALEHI
dba AXIOM COMMUNICATIONS SYSTEMS

915 BOULDER DR
SAN JOSE, CA 95132
Business Phone Number:(408) 872-2445

Entity Sole Ownership
Issue Date 04/25/2018
Expire Date 04/30/2022

License Status

This license is current and active.

All information below should be reviewed.

Classification(s)

C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INSURANCE COMPANY.
Bond Number: 469537
Bond Amount: $15,000
Effective Date: 04/06/2020
Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number:9242759
Effective Date: 12/13/2018
Expire Date: 12/13/2021
Workers' Compensation History

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Manager of Maintenance, Operation & Transportation

Re: Contract Approval-Blossom Hill Glass & Mirror, Inc., 2021-2022

Date: June 22, 2021

Summary:
Due to frequent vandalism resulting in broken windows, it is necessary for the District to sustain a contract with a company that is adept at providing emergency glass repairs and replacements district-wide on an as needed basis.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Blossom Hill Glass & Mirror Inc. in the amount of $60,000.00 for the 2021 – 2022 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **Blossom Hill Glass & Mirror** VENDOR NO: 23102

ADDRESS: 370 Piercy Road, San Jose, CA 95138 FAX NUMBER:

TELEPHONE NUMBER: (408) 629-7500

TAX ID NUMBER:

E-Mail:

BOARD APPROVAL DATE: July 8, 2021

CONTRACT TERM: From: July 9, 2021 – June 30, 2022

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

A. One-line description for the Governing Board report: **Provide emergency glass repair and replacement due to vandalism district wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
010	0000	0	5815	00	0000	8100	000000	450	8140	$60,000.00

Program Manager/Principal _____ **Date:** 6/21/21

Superintendent _____ **Date:** _____

Fiscal Approval Maria Deuth **Date:** 6/24/2021
Accountant

Director of Fiscal Services _____ **Date:** _____

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 services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $ _____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $ 60,000.00 **FY:** 2021 - 2022

Blossom Hill GLASS
370 Piercy Road
San Jose, CA 95138

June 3, 2021

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

To Whom it may Concern:

Blossom Hill Glass provides the following services……

1. New Retro fit windows and patio doors
2. Glass replacement single pane and double pane
3. Putty Windows
4. Plate Glass Replacement
5. Tempered Glass Replacement
6. Lami Safety Glass Replacement
7. Dark Glass Replacement

Please note that price is as follow $495.00 per window.

Sincerely,

Samantha Sproul
Office Manager
Blossom Hill Glass

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

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

Re: Contract Approval-California United Mechanical, Inc., 2021-2022

Date: June 21, 2021

Summary:
The District needs to maintain a contract with an experienced and reliable company that can provide repair and maintenance of the refrigerator units' district-wide.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with United Mechanical, Inc. in the amount of $20,000 for 2021-2022 Fiscal Year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: M.O.T.-Maintenance (School/Dept.) VENDOR NO. 300191

Submitted by: Ed Villarreal

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

   Name of Individual/Company: California United Mechanical, Inc.

   Address: 2185 Oakland Road City: San Jose State: CA Zip: 95131

   Phone: (408) 228-1913 Email Address: _____

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 9, 2021 end date June 30, 2022

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

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

   Provide routine maintenance and service for the refrigerator and freezer units located at the district office.

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

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

   X b. **Other:** $20,000.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
050	8150	0	5815	00	0000	8100	000000	450	8130	$20,000.00	MW 6/24/2021
											JL 6/24/21

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

UNITED
MECHANICAL

SERVICE RATES & INFORMATION

Date: 6/17/2021
Alum Rock School District
2930 Gay Avenue
San Jose, CA 95127

Thank you for considering United Mechanical Inc. to provide HVAC & Plumbing Services for your facility. We appreciate the opportunity and your business. Therefore, for the 2021/2022 Year, we are happy to provide you with the following UMI Service hours, labor rates, response times and office contacts:

Service office and field hours:
Monday- Friday: 7:00AM to 4:30PM.

Service Labor Rates:
Hourly Rate: $160.00
Overtime Rate: $240.00
Holiday Rate: $320.00
Emergency Service Rate: $240.0
Truck Charge Rate: $70.00

Response Times for after hours:
We guarantee that if Alum Rock School District calls during over time or after hours, that UMI will be onsite within 2-3 hours of that received phone call. When the call is placed to our 24/7 line, you should receive a call back within 30 minutes of that call.

Office Contacts/247 Service Line:
Quoc Nguyen (Account Manager) - Phone: 408.712.1179 Email: qnguyen@umi1.com
24/7 Service Line- Phone: 408.228.1913 Email serviceContracts@umi1.com

I hope this meets with your approval. Please do not hesitate to call if you have any questions.

Sincerely,

Quoc Nguyen
United Mechanical, Inc.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation, and Transportation

Re: Contract Approval-Environmental Systems Inc., 2021-2022

Date: June 23, 2021

Summary:
It is necessary for the District to contract with an experienced and reliable company for completing HVAC repairs as needed district-wide. Environmental Systems Inc., is currently part of our Energy Management System and has proven to be responsible and reliable.

Time and Labor Rates:

Regular Time	$165.00 per hour
Over Time	$247.50 per hour
Double Time	$330.00 per hour
Office Control Time	$150.00 per hour
Onside Control Time	$165.00 per hour

There is not a truck charge, mileage fee or minimum call out fee for Alum Rock Union School District.

Recommendation:
Staff recommends that the board approve the contract with Environmental Systems Inc., in the amount of $84,000.00 for the 2021-2022 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: M.O.T.-Maintenance (School/Dept.) VENDOR NO. _____

Submitted by: Ed Villarreal

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

   Name of Individual/Company: Environmental Systems Inc

   Address: 3353 De La Cruz Boulevard City: Santa Clara State: CA Zip: 95054

   Phone: (408) 980-1711 Email Address: _____

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 9, 2021 end date June 30, 2022

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

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

   Provide HVAC Maintenance and Repair District-wide.

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

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

   X b. **Other:** $ 84,000.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
050	8150	0	5650	00	0000	8100	000000	450	8130	$84.000.00	MW 6/24/2021

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

June 22, 2021

e nvironmental
s ystems
i nc.

CCLM22478

40 YEARS OF SERVICE
1975- 2015

Alum Rock Union School District
2390 Gay Avenue
San Jose, CA 95127
Email : ed.villarreal@arusd.org

Attention: Ed Villarreal
Regarding: HVAC/Control Equipment Service for period July 1, 2021 thru June 30, 2022

Environmental Systems, Inc. proposes to provide the labor and material to complete the following:

Scope of Work:

- Perform HVAC/Control equipment work per District request at all District sites
- Make authorized repairs or improvements to the equipment during the hours of 7:30 to 3:30 at the contract labor rate. Emergency service outside of regular working hours and weekends will be provided at the overtime rate of time and one half with a two-hour response time. Service on a holiday will be at double time
- Payment is due upon receipt of invoice. In the event of commencement of suit to enforce payment of this order, customer promises to pay such additional sums for attorney's fees and costs as the Courts may adjudge reasonable. Interest will be charged at the rate of 1 ½% per month on overdue accounts. We retain the right to refuse service on delinquent accounts

Environmental Systems, Inc. shall perform all work as specified, for a **Not-to-exceed pricing of Eight-four Thousand Dollars ($ 84,000.00)**

Payment made as follows:
P.O. Required

Order/Purchase of Materials	____% $_____
Base Scope of Work	____% $_____
Not-to-exceed pricing	100 % $ 84,000.00

Date: June 22,2021

By: Kenneth J Filice

Quote is good for 90 days

Name: Kenneth J Filice **Title:** Project Manager

ACCEPTANCE OF PROPOSAL AND CONTRACT

The price, specifications, and conditions of this proposal are satisfactory and hereby acceptable. I/We have read and acknowledge, and understand Environmental System's Inc.'s General Terms and conditions attached, and hereby incorporate the same as part of this Proposal & Contract. I/We agree to make all payments as outlined above.

Owner/Agent for Owner: _____ P.O. #: _____

Title: DIRECTOR MOT Date: 6/23/21

3353 DE LA CRUZ BLVD. SANTA CLARA, CA 95054 TEL: (408) 980-1711 FAX: (408)980-0714
www.esite.net

7/1/2021

LABOR RATE SHEET

prepared for

e nvironmental
s ystems
i nc.

ESI ENERGY

40 YEARS OF SERVICE
1975- 2015

Alum Rock Union School District
2930 Gay Ave SJ CA 95127

Rates Apply for SJUSD Fiscal Year 2021 / 2022

Straight Time	$165.00
Over Time	$247.50
Double Time	$330.00
In Office Controls Time	$150.00
Onsite Controls Time	$165.00

There is NOT a truck charge for ARUSD

There is NOT a mileage fee for ARUSD

There is NOT a "Minimum" "CALL OUT" fee for ARUSD

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation, and Transportation

Re: Contract Approval- General Tree Service, 2021-2022

Date: June 18, 2021

Summary:
Due to unanticipated tree damages, it is necessary for the District to retain a contract with a company that is qualified and dependable to provide emergency tree trimming and removal on an as needed basis district-wide.

The District had reached out to various companies and based on pricing, experience and reliability, staff is recommending to contract with General Tree Service.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with General Tree Service in the amount of $84,000.00 for fiscal year 2021-2022.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: General Tree Service VENDOR NO: 300360

ADDRESS: 1358 Hacienda Court, Campbell, CA 95008 FAX NUMBER:

TELEPHONE NUMBER (408) 489-5671

TAX ID NUMBER: E-Mail: jesse.fernandez19@yahoo.com

BOARD APPROVAL DATE: July 8, 2021

CONTRACT TERM: From: July 9, 2021 – June 30, 2022

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

A. One-line description for the Governing Board report: **Provide emergency tree trimming and removal on an as needed basis district-wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$84,000.00

Program Manager/Principal _____ **Date:** 6/21/21

Superintendent _____ **Date:** _____

Fiscal Approval *Accountant* Maria Nestor **Date:** 6/24/2021

Director of Fiscal Services _____ **Date:** _____

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 services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__c. **Other: $84,000.00 FY** 2021-2022

GENERAL TREE SERVICE

1358 HACIENDA CT

CAMPBELL CA 95008

PHONE: 408-489-5671

May 20th,2021

General tree service will provide the services of Tree trimming, Removal and Stump grinding. We remove fallen or broken trees, risk assessment, emergency services for after hour fallen trees.
The cost is $425 an hour for trimming and removal. The stump grinding cost is $3.25 per inch of stump to be removed.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

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

Re: Contract Approval- Harry L. Murphy, Inc., 2021-2022

Date: June 23, 2021

Summary:
It is necessary for the District to maintain a contract with a flooring company that can repair and/ or replace flooring as needed at various sites district-wide. Harry L. Murphy, Inc., has been a very responsible and responsive company.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Harry L. Murphy, Inc., in the amount of $85,000.00 for the 2021 – 2022 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **Harry L. Murphy, Inc.**

VENDOR NO: 12641

ADDRESS: 42 Bonaventura Drive, San Jose, CA 95134

FAX NUMBER: (408) 955-1111

TELEPHONE NUMBER: (408) 955-1100

TAX ID NUMBER:

E-Mail: daryl@harrylmurphy.com

BOARD APPROVAL DATE: July 8, 2021

CONTRACT TERM: From: July 9, 2021 – June 30, 2022

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

A. One-line description for the Governing Board report: **Provide services that include repair and/or replacement of flooring as needed district-wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$85,000.00

Program Manager/Principal _____ **Date:** 6/23/21

Superintendent _____ **Date:** _____

Fiscal Approval Maria Deuth **Date:** 6/24/2021
Accountant

Director of Fiscal Services _____ **Date:** _____

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 services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $ _____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $85,000.00 **FY:** 2021 - 2022

HARRY L. MURPHY INC.
COMMERCIAL FLOOR COVERINGS
EST. 1947

70 ANNIVERSARY

CONTRACTORS LICENSE # C-15 145985
NEW DIR # 1000004204 Exp. 6/30/2019

DATE	SALESPERSON
6/22/2021	Daryl Stacy

Work Request

CUSTOMER		PROJECT	
Company:	Alum Rock Union School District	**Project Name:**	ARUSD Office
Address:	2930 Gay Ave, San Jose, CA 95127	**Address:**	2930 Gay Ave, San Jose, CA 95127
Attn:	Edgar Gudiel	**Project Contact:**	Edgar Gudiel
Phone #	408-426-0210	**Phone Number:**	408-426-0210
Email:	edgar.gudiel@arusd.org		

UNION SHOP * BONDABLE PRICES * PRICE GOOD FOR 60 DAYS * APPRENTICESHIP TRAINING

SCOPE OF WORK

For the removal of existing flooring, and furnishing/installing new carpet, vct, lvt and 6" rubber base.

SECTIONS: ADDENDA:

Item	Amounts	Description	Break Down (If Required)
		Labor Rates Regular Time- $148.00/hr Time and 1/2- $194/hr Double Time- $236/hr	

Please call or email with any questions or concerns!

BASE PRICE	**$ 85,000.00**

Inclusions: Minimal prep (light sweeping, fill hairline cracks), install weekday hours (M-F 5:00am - 5:00pm).

***Exclusions*:** Overtime/premium hours; demo of existing flooring; excessive prep work (floating, leveling, grinding, etc.); concrete vapor control, final sealing, waxing, protection and cleaning. and any phasing of the project outside that specified in the contract documents.

NOTE:

Concrete moisture testing is not included in this price. Costs for Relative Humidity and/or Calcium Chloride Tests are charged at $100 per test. Neither relative humidity nor calcium chloride test will not predict any future occurrence of moisture activity in the concrete, but will only give you a picture of the moisture content at the time of the test. Harry L. Murphy, Inc. is not responsible for any failures due to moisture.

Authorization of the proposal:

When the Owner/Owners Representative signs this proposal it will be treated as a binding contract. Only after Harry L. Murphy, Inc. receives a copy of this signed document will the process of submittals and ordering of material proceed. By signing this proposal, the owner/owners representative agrees to invoice terms of NET 30 DAYS.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

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

Re: Contract Approval- San Jose Boiler Works, 2021-2022

Date: June 18, 2021

Summary:
Due to frequent repair needs for the boilers district-wide, it is necessary to maintain a contract with an experienced and reliable company that can provide emergency repairs.

The District reached out to three (3) companies and San Jose Boiler Works was the only company to respond.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with San Jose Boiler Works in the amount of $15,000 for fiscal year 2021- 2022.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **San Jose Boiler Works** VENDOR NO: 13223

ADDRESS: 1585 Schallenberger Road, San Jose, CA 95131 FAX NUMBER: (408) 295-6365

TELEPHONE NUMBER: (408) 295-5236

TAX ID NUMBER: 94-2296833

E-Mail:

BOARD APPROVAL DATE: July 8, 2021

CONTRACT TERM: From: July 9, 2021 – June 30, 2022

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

A. One-line description for the Governing Board report: **Provide annual boiler cleaning/maintenance at district wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$15,000.00

Program Manager/Principal _____ **Date:** 6/21/21

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 6/24/2021
Accountant

Director of Fiscal Services _____ **Date:** _____

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 services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $ 15,000.00 **FY:** 2021 - 2022

San Jose
BOILER WORKS

PROUDLY SERVING NORTHERN CA SINCE 1922

Alum Rock Union School District:

San Jose Boiler Works will provide maintenance and service repairs to the boilers located at the various schools in the Alum Rock Union School District. This service will be at the direction of the Alum Rock Union School Districts Maintenance Department.

1585 Schallenberger Rd., San Jose, CA 95131 • Ph: (408) 295-5235 • Fx: (408) 295-6365

SANJOSEBOILER.COM

San Jose
BOILER WORKS

PROUDLY SERVING NORTHERN CA SINCE 1922

Current Labor Rates are as follows:

Monday-Friday:

Standard Rate (between 7:30a.m. - 4p.m.)=$225/hour

Overtime Rate (between 4p.m.- 6p.m.)= $337.50/hour

Double-time Rate (between 6p.m.-7:30a.m.)=$450/hour

Weekend & Holiday:

Double-time Rate= $450/hour

*****Minimum of two-hour charge per service call. Charges are portal to portal. (Begin when we leave our shop, and end upon our team's return.) Rates are subject to change.**

1585 Schallenberger Rd., San Jose, CA 95131 • Ph: (408) 295-5235 • Fx: (408) 295-6365

SANJOSEBOILER.COM

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

PROGRAM MANAGER: Anthony Colonna

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

   Name of Individual/Company: Vista Center for the Blind and Visually Impaired

   Address: 2500 El Camino Real #100 City: Palo Alto State: Ca Zip: 94306

   Phone: (650) 858-0202 Email Address: _____

   SSN: _____ or Fed I.D. #: 94-1196206

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 1, 2021 end date June 30, 2022

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

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

   Provide travel training to six (6) Alum Rock Students from the following schools: George 8th grade, Fischer 8th grade, Hubbard 1st and 4th grades, Linda Vista 2nd grade and Lyndale 2st grade. Orientation and Mobility training will be provided to students who have a visual impairment which limits or causes a safety issue when traveling in familiar or unfamiliar environment.

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

   X a. **Fee Rate:** $190.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

   080-6500-0-XXXX-00-5001-3140-000000-380-1801

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				30,000		

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

VISTA
CENTER
for the blind and visually impaired

SCOPE OF SERVICES

General Description:
Vista Center for the Blind and Visually Impaired (Vista Center) will provide travel training to visually impaired students identified by the School District as needing such services and meeting the set criteria in the students' IEP. Orientation and Mobility (O&M) training will be provided to students who have a visual impairment which limits or causes a safety issue when traveling in familiar and unfamiliar environments. The School District will send an authorization to Vista Center to provide O&M training for each student based on the IEP goals. Vista Center will provide a credentialed Orientation and Mobility Instructor to assess the students travel skills and provide training to meet IEP goals.

Purpose:
The goal of Vista Center is to provide greater independence to visually impaired students to enable them to travel safely and efficiently in the school, home and community.

Model for Providing Services

Referral Process:
The School District will refer students who have Orientation and Mobility services listed in their IEP. The School District will send Vista Center an Individual Service Agreement or purchase order stating the eligible student's information (name, address, phone number, etc.), his/her IEP, and any medical information relevant to providing O&M services to the student. All information related to students will be kept strictly confidential by both the School District and Vista Center staff.

The O&M Instructor will go to the student's school/home for the initial intake, assessment and to begin training.

Assessment and Training Plan:
All new students will be screened to determine their eligibility for Orientation and Mobility. Part of the functional assessment will be to determine the students' level of competence in necessary travel skills including but not limited to:

- ability to walk around home/school environment safely
- ability to describe present location in relationship to other objects
- (if a cane user) ability to demonstrate safe cane techniques as defined by the O&M Profession.
- ability to walk up and down a short flight of stairs safely
- ability to perform intersection analysis for safe crossings

- physical stamina to walk

Such skills are deemed necessary based on the standard curriculum set by the professional field of Orientation and Mobility. The student's ability to perform these skills will determine what level of training the student needs.

Generally, Orientation and Mobility training is taught one-on-one.

Safety Issues:
Safety of the student is of utmost importance to the O&M Instructor. A student is monitored at all times during a lesson. Until the students skills are proven to the instructor, the student is always within arms reach. During a street crossing, the instructor is at the students side at all times, although no body contact is made unless the student steps off the curb at an inappropriate time.

Performance Standards:
A student is considered to have completed his/her training when he/she demonstrates the ability to complete all IEP goals and travel safely and independently. Before signing off on a goal, each student is interviewed by the instructor to insure that he/she feels able to perform the goal safely.

Reporting/Documentation:
Vista Center has an electronic database where all student information and daily progress notes are recorded. Vista Center will provide monthly invoices detailing the lesson date, hours used during the month. As requested by the school or parents detailed progress notes can be provided. For the IEP meeting a final written report stating present level of progress and what the student learned, assessment of customer's ability to learn, and an assessment of the effectiveness of training as well as new goals for the coming year will be provided.

RESPONDER'S QUALIFICATIONS AND EXPERIENCE

Vista Center has provided Orientation and Mobility for over 50 years to the community, schools, and home environment. Currently, Vista Center has 2 O&M Instructors who have extensive training in Orientation and Mobility and can provide the services discussed in the IEP.

Orientation and Mobility Instructors at Vista Center are required to have a Master's Degree and/or Credential in Orientation and Mobility from an accredited university. Continuing education is stressed at Vista Center.

Vista Center for the Blind and Visually Impaired
2500 El Camino Real, Suite 100
Palo Alto, CA 94306
(650)858-0202

School Year 2021-2022

Fee Structure for Services

Service	Rate
Orientation and Mobility	$190 per hour
Teacher of the Visually Impaired (TVI)	$190 per hour
Assistive Technology	$190 per hour
IEP meetings	$190 per hour
Transcription Services	$190 per hour
Administrative Fees	$190 per hour

Assessment Fees	Flat Fee
Orientation and Mobility	$1250
(includes assessment 4-8 hrs and attendance of 1 IEP meeting)	
Functional Vision Assessment (TVI)	$2250
(includes assessment 12-20 hrs and attendance of 1 IEP meeting)	

Administrative Fees
Low Incidence and APH orders, questions and support obtaining to –

Services can be provided face to face or virtually.

DocuSign Envelope ID: BFC03192-C854-42E1-9F2F-0A5ABDD46813

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal (School/Dept.) VENDOR NO. 18293

Submitted by: Sandra Garcia

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

   Name of Individual/Company: Girl Scouts of Northern California

   Address: 1310 S. Bascom Ave. City: San Jose State: CA Zip: 95128

   Phone: (408) 287-4170 Email Address: mcidre@gsnorcal.org

   SSN: _____ or Fed I.D. #: 94-1551410

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 1, 2021 end date June 30, 2022

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

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

   Girls Scouts of Northern California (GSNorCal) will provide ARUSD students with Girl Scout's STEM/STEAM Discover Together Program and SEL Got Choices Program starting approximately (9/1/2021-6/30/2022). Both Programs will be provided using a hybrid setting (In-Person and or Virtual) at no cost to the participants or Alum Rock Union School District, for up to 8 elementary schools and up to 4 middle schools during the school year.

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

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

   X b. **Other:** $ 0.00 (describe rate agreement) $0 Program at no cost to the Participants/District

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	000000	360	7221	$0	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: 60393b428fee929c686846063fdf77e9319ed0ee

DocuSign Envelope ID: BFC03192-C854-42E1-9F2F-0A5ABDD46813

2021-2022 MEMORANDUM OF UNDERSTANDING BETWEEN

GIRL SCOUTS OF NORTHERN CALIFORNIA & **ALUM ROCK UNION SCHOOL DISTRICT**
1310 S. Bascom Avenue, San José, CA 95128 — 2930 Gay Ave., San Jose, CA 95127

Girl Scouts of Northern California (GSNorCal) and Alum Rock Union School District (ARUSD) wish to enter into a collaboration to provide students with Girl Scout's STEM/STEAM Discover Together program and SEL Got Choices program starting approximately on 9/1/2021-6/30/2022. To assist in this project, this memorandum of understanding provides as follows:

Girl Scouts of Northern California will:

1. Provide agency contact person:
   Asako Pettinger, Community Based Program Manager
   E-mail: apettinger@gsnorcal.org
   Phone: (408) 287-4170 x 3004, FAX: (408) 287-8025, Cell (408) 219-0659
2. Will handle minor 1st aid situations, if applicable.
3. Recruit 20 girl participants/site, as permitted by County health and safety guidelines.
4. Provide virtual and/or in-person STEM/STEAM Discover Together Program at no cost to participants or ARUSD: 1 day per week for 1 hour for 8 weeks at up to 8 elementary schools (TBA) as permitted by County health and safety guidelines.
5. Provide virtual and/or in-person SEL Got Choices Program at no cost to participants or ARUSD: 1 day per week for 1 hour during the school year at up to 4 middle schools (TBA), as permitted by County health and safety guidelines.
5. Coordinate times and dates directly with the school liaison or principal.
6. For the Discover Together Program, provide 1 science-based virtual or in-person fieldtrip (TBA), if permitted including transportation and 1 virtual or in-person family engagement event, as permitted by County health and safety guidelines.
7. For the Got Choices Program, 1-2 virtual or in-person field trips, as permitted by County health and safety guidelines.
8. Share survey results with schools and district upon request
9. Will clean-up the designated classroom, community room, library, etc. after each use, if applicable.
10. Provide trained screened and TB tested staff to facilitate program.
11. Ensure all participants are directly supervised at all times.
12. Be in contact with authorized staff to notify of any cancellations or changes in schedule.
13. Offer the opportunity to participate in Girl Scout Troop experience and Girl Scout's financial literacy and entrepreneurship program (Fall Product and Cookie Product Program).

Alum Rock Union School District/Schools will:

1. Provide contact person for each of the selected school sites.
2. Designate a safe space with access to a bathroom during program days/times at each school.
3. Ensure there is a school staff member or volunteer on campus with the Girl Scout instructor at all times.
4. Assist in promotion of our program and recruit a minimum of 20 participants/site by i.e. posting/distributing flyers and notifying students & parents of our program, and allowing GSNorCal staff to distribute flyers at schools, as permitted by County health and safety guidelines.
5. Help distribute and collect GS program registration forms.

Representative of Girl Scouts of Northern California — Date: 05/20/2021
Asako Pettinger, Community Based Program Manager

Representative of Alum Rock Union School District — Date:
Hilaria Bauer, Ph.D., Superintendent

Doc ID: 60393b428fee929c686846063fdf77e9319ed0ee

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 21300

State & Federal (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☐ **MOU** (negotiated Agreement) ☑ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☑ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

* *Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: Tutorworks Inc.

Address: 700 Airport Blvd, Ste. #450 City: Burlingame State: CA Zip: 94010

Phone: (650) 298-8867 Email: _____

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates 08/14/2020 end date 06/30/2021

CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Tutorworks provided general tutoring/enrichment services for approximately 88 students at various school sites in Alum Rock.
Reference master contract #C216062 (NTE $20K per site), Board approved 08/13/2020.

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:** $68,933.00 (pay invoices for the 2020/2021 SY including invoice 0321-3011 & 0321-3012)

Describe other related costs: _____

BUDGET CODE: 060-3010-0-5815-00-1110-1000- _____
Accountant Initials

000000-360-1190 _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: RS Date: _____

Director of Fiscal Services: _____ Date: _____

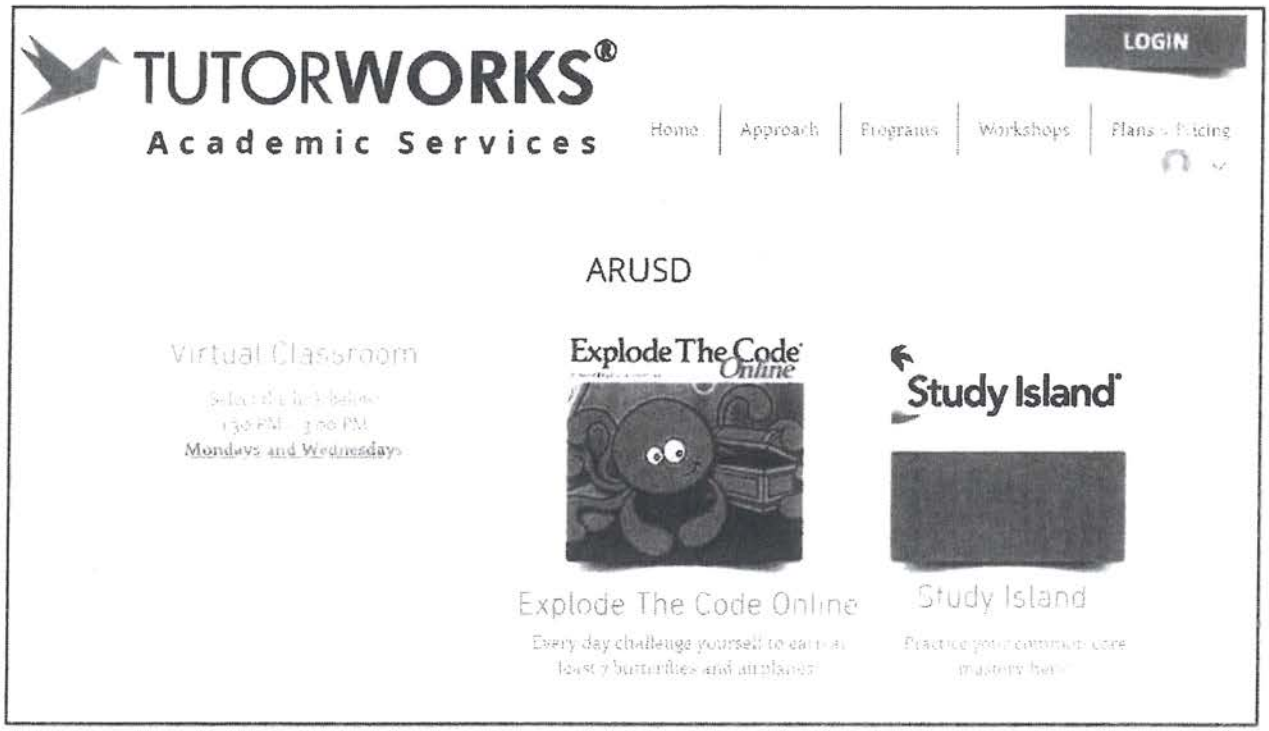
Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

TUTORWORKS
Academic Services

MASTERY Remote Learning Plan

- TUTOR**WORKS** Remote Learning Classes are held live at the scheduled time. Students access the live class from the password protected remote learning portal on the TUTOR**WORKS** website (which can be linked to the district's remote learning page).



  - Classes will be streamed on a mutual agreed upon platform. We currently use Zoom and take precautions (see below) in ensure student safety, however we will run the program on a mutually agreed upon digital platform.
  - Students participate in the program two days a week.
  - Students will engage in tutor led small group instruction in ELA or math based on assessment or school priorities. Similar to our on-site program, tutors will work with students in groups of 1-3 in breakout rooms to provide direct instruction and more individualized attention.
  - Full participation data collected automatically through the digital curricula.

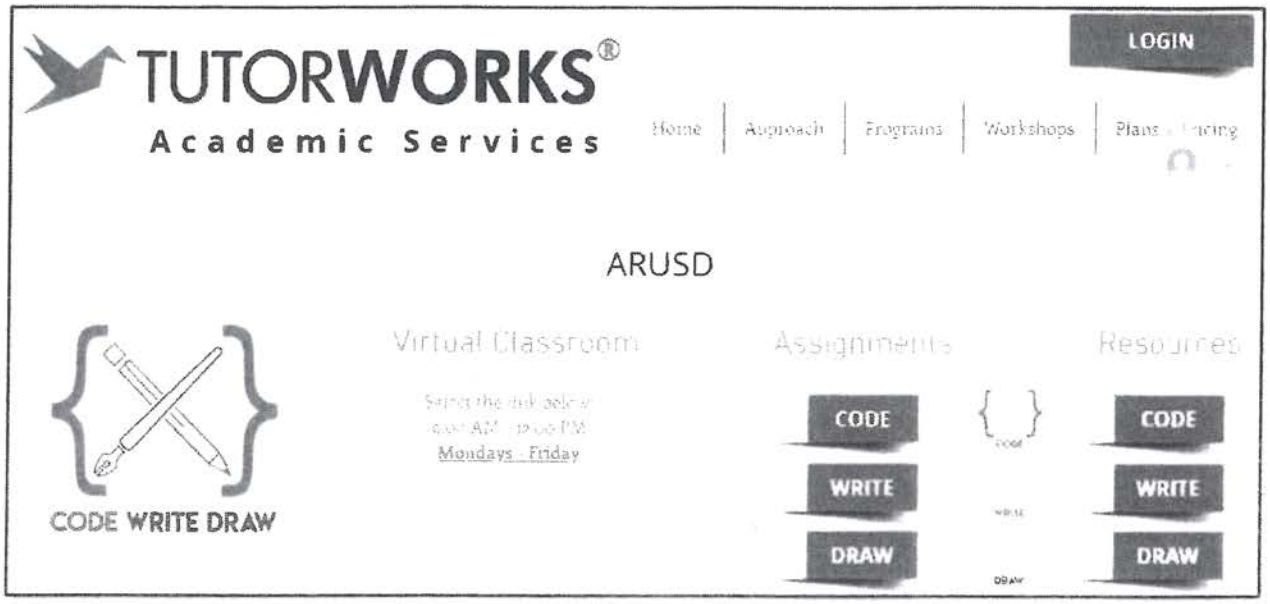
- The Parent Orientation will be held remotely (through phone and online meeting) and provide parents with instructions on how to access the program remotely. We will also go over our student remote participation expectations at this time (including video usage, acceptable remote behavior, etc.)

- To ensure student safety in our remote learning environment we keep the interactive class size small (1/9) and don't allow students to change their identities once logged in. We don't send students the meeting links directly. They can only access the meetings from our portal. For our larger webinar classes, we don't allow broadcasting to the group and all questions are reviewed by instructors before being shared with the group.

TUTORWORKS
Academic Services

CODE WRITE DRAW Remote Learning Plan

- TUTOR**WORKS** Remote Learning Classes are held live at the scheduled time. Students access the live class from the password protected remote learning portal on the TUTOR**WORKS** website (which can be linked to the district's remote learning page).



  - Classes will be streamed on a mutual agreed upon platform. We currently use Zoom and take precautions (see below) in ensure student safety, however we will run the program on a mutually agreed upon digital platform.
  - All enrolled students participate in the program from 9 AM – 12 PM daily. 3HRS
  - While we will follow the planned program schedule in terms of instructional minutes, we recognize that remote learning for a 3 hour block of time requires more flexibility in terms of student groupings (large group instruction, small group instruction, workshop time, etc.), so we adjust instruction accordingly.

- Materials including sketch books, drawing pencils, notebooks, and instructional packets will be picked up prior to the program start date by parents at a designated day/time. Our staff will distribute the materials.

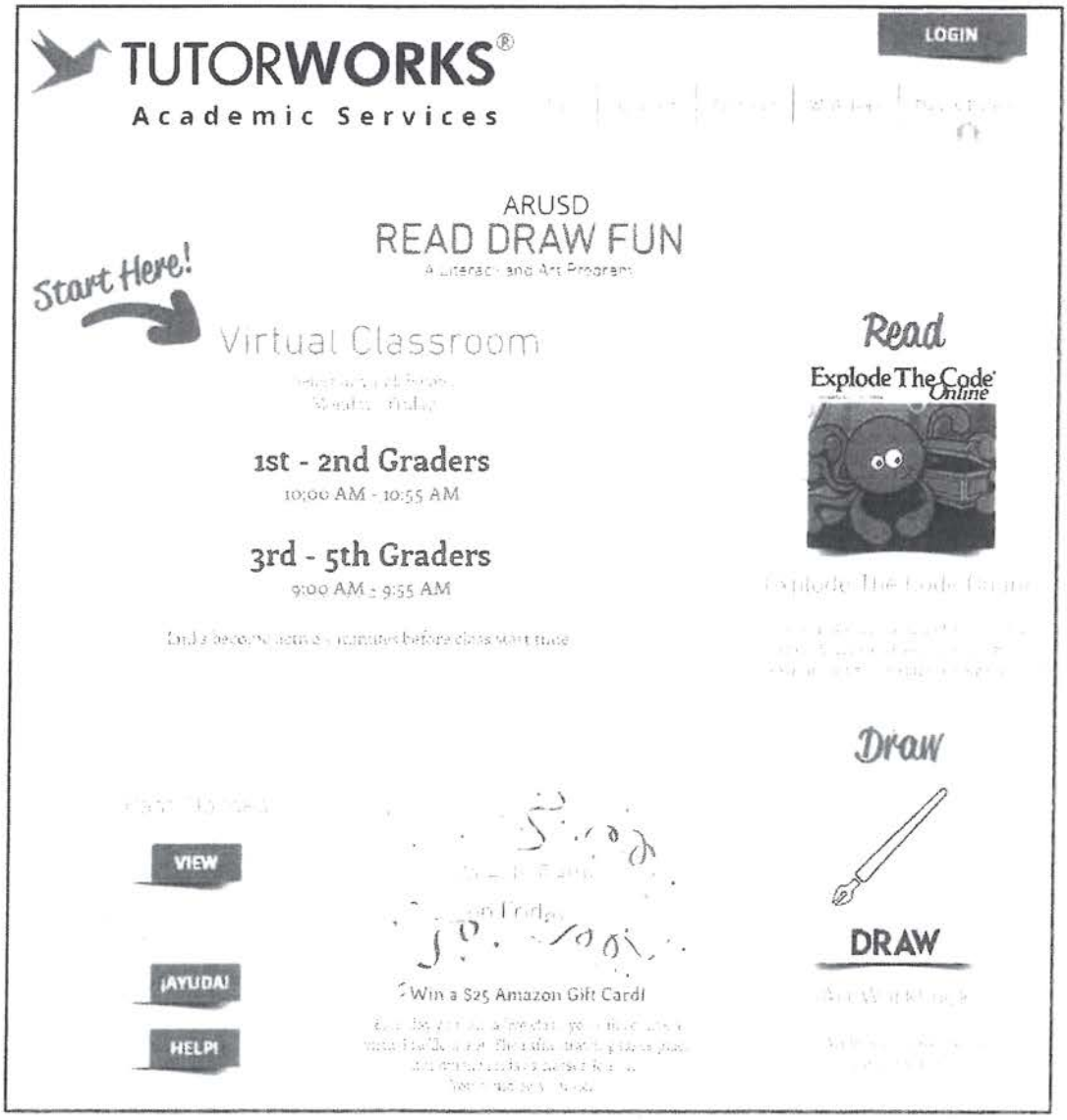
- The Parent Orientation will be held remotely (through phone and online meeting) and provide parents with instructions on picking up the materials and on how to access the program remotely. We will also go over our student remote participation expectations at this time (including video usage, acceptable remote behavior, etc.)

- Students will present their completed games through a district-wide virtual exhibition. We will use a webinar format for the formal presentation of awards and a meeting format where students will present their games to other families in their cohort. Students published novellas will be mailed to the students at the end of the program.

- To ensure student safety in our remote learning environment we keep the interactive class size small (1/9) and don't allow students to change their identities once logged in. We don't send students the meeting links directly. They can only access the meetings from our portal. For our larger webinar classes, we don't allow broadcasting to the group and all questions are reviewed by instructors before being shared with the group.

Literacy and Art Webinar Remote Learning Plan

- TUTOR**WORKS** Remote Learning Classes are held live at the scheduled time. Students access the live class from the password protected remote learning portal on the TUTOR**WORKS** website (which can be linked to the district's remote learning page).



- Classes will be streamed on a mutual agreed upon platform. We currently use Zoom and take precautions (see below) in ensure student safety, however we will run the program on a mutually agreed upon digital platform.
- Classes are offered each day for 1st-5th grades.
- Full participation data collected automatically through the digital curricula.

- We can set up all accounts for Explode The Code Online with student login credentials prior to the program start date if this information is provided to us by the district. Otherwise, parents can set up the accounts with the help of a video tutorial.

- The weekly raffle held live on Fridays will use the Explode The Code Online student number. Once a number is chosen (randomly by an online raffle app), the number will be read and the student's first name will be said. No actual student names will be entered into the online raffle app. Parents will receive the gift card via email or by mail.

- Program flyers or digital assets to include on the ARUSD website will be provided to inform parents of program. In additional a live help line will be available to parents (in English and Spanish) during the class time.

- To ensure student safety in our remote learning environment we keep the interactive class size small (1/9) and don't allow students to change their identities once logged in. We don't send students the meeting links directly. They can only access the meetings from our portal. For our larger webinar classes, we don't allow broadcasting to the group and all questions are reviewed by instructors before being shared with the group.

TUTORWORKS
Academic Services
PROGRAM SUMMARY-ARUESD

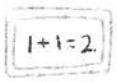
OVERVIEW

TUTOR**WORKS** provides an on-site academic intervention program that is customized to address students' specific needs. The program integrates certified staff and technology-based supports as part of instructional program. Group size is dependent on-site needs. MASTERY and CODE WRITE DRAW options can be delivered onsite or virtually. READ DRAW FUN is a virtual program. For more details on the virtual delivery of services please see the TUTORWORKS Remote Learning Plan (enclosed).

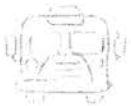
SERVICES: TUTOR**WORKS MASTERY**

TUTOR**WORKS** utilizes a blended learning approach which combines the use of educational software and personalized instruction from certified tutors to create very engaging and highly effective learning experiences for every student. TUTOR**WORKS** will implement the TUTOR**WORKS** MASTERY Program in ARUSD. The TUTOR**WORKS** MASTERY Program is an on-site academic intervention program that can be customized to address students' specific needs. It uses and integrates both TUTOR**WORKS** certified staff and technology-based supports and interventions as part of the instructional program. Schools may choose up to three modules. Schools may choose Foundational Reading Skills, Foundational Mathematical Skills, the CCCSS Mastery program in ELA and/or Mathematics, and Homework Support:

Foundational Reading Skills: Using the "See It, Hear It, Say It" instructional strategy, students use Explode The Code Online and Study Island to improve foundational literacy skills including phonemic awareness, phonics, fluency, vocabulary, and comprehension.



Foundational Math Skills: Using strategies such as "practice with modeling," "incremental rehearsal," and fun math drills, students use the XtraMath and Study Island programs to promote fluency in computation and knowledge of math facts.



California Common Core State Standards Mastery: Students receive small-group instruction on areas of need identified through our assessments or school choice. Students are then gradually released to complete lessons utilizing our computer-adaptive curriculum, Study Island or another curriculum chosen in consultation with the school. This component supports students in navigating and mastering technology enhanced items on the Smarter Balanced Assessments and CAASPP Systems by providing valuable experience in computer-adaptive tests and performance tasks.

Homework Support: Students receive help completing school homework assignments, and they learn prioritization, time management, and organization skills.

Our incentive-based program which includes exciting prizes, team competitions and an awards ceremony is designed to motivate the students and recognize achievement.

MATERIALS/CURRICULA

The centerpiece of instruction is the computer-aided curricula with its sophisticated branching and data analysis features that differentiate the curriculum for each student. We use award winning standards-based curricula including Explode the Code and Study Island. Explode The Code Online is an award-winning foundational reading program that utilizes an Orton-Gillingham approach. This multi-sensory, mastery-based program provides explicit and direct instruction of phonics in an easy to use format. The program supports students in navigating and mastering technology enhanced items on the Smarter Balanced test and provides valuable experience in adaptive computer-based assessment environments.

TUTORWORKS
Academic Services

INVOICE

Alum Rock Union Elementary School District
ATTN: State & Federal
2930 Gay Avenue
San Jose, CA 95127

Fiscal Year: 2021
Invoice Num: 0321-3011
Date: 03/31/2021
Terms: Due on receipt

Amount Due: 29,568.76

Purchase Order # TBD

ACADEMIC PROGRAM	SERVICE DESCRIPTION	QTY	RATE	AMOUNT
TutorWorks Code Write Draw (CWD) Program	Other Identified Students: (47) Students @ 1,126 Hours Logged DOS: 11/30/20 - 02/24/21 (Student Attendance Log Attached)	1,126	42.02	47,314.52
TutorWorks Code Write Draw (CWD) Program	Preauthorized CWD Hourly Discount	1,126	-15.76	-17,745.76

NEW CHARGE TOTAL **29,568.76**

TutorWorks, Inc.
Phone (650) 298-8867
1225 4th Street #103 San Francisco, CA 94158

TUTORWORKS
Academic Services

INVOICE

Alum Rock Union Elementary School District
ATTN: State & Federal
2930 Gay Avenue
San Jose, CA 95127

Fiscal Year: 2021
Invoice Num: 0321-3012
Date: 03/31/2021
Terms: Due on receipt

Amount Due: 34,954.92

Purchase Order # TBD

ACADEMIC PROGRAM	SERVICE DESCRIPTION	QTY	RATE	AMOUNT
TutorWorks Read Draw Fun (RDF) Program	Other Identified Students: (41) Students @ 1,092 Hours Logged DOS: 11/30/20 - 03/31/21 (Student Attendance Log Attached)	1,092	42.02	45,885.84
TutorWorks Read Draw Fun (RDF) Program	Preauthorized RDF Hourly Discount	1,092	-10.01	-10,930.92

NEW CHARGE TOTAL 34,954.92

TutorWorks, Inc.
Phone (650) 298-8867
1225 4th Street #103 San Francisco, CA 94158

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Student Services (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Norma Flores

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

   Name of Individual/Company: Alum Rock Counseling Center, Inc (ARCC)

   Address: 777 N. First St. Suite 444 City: San Jose State: CA Zip: 95112

   Phone: (408)294-0500 Email Address: _____

   SSN: _____ or Fed I.D. #: 23-7367637

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 7/1/2021 end date 6/30/2022

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

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

   ARCC will provide individual and group therapy to students in ARUSD at selected sites. Other services offered are early childhood developement, parent support, mentoring program, case managment, substance use prevention and community outreach.

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

   _____ a. **Fee Rate:** $0 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

   No cost to district

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
010-0000-0-5815-00-	0000	-3130-000000-	340-7221	0	12	48/21

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Memorandum of
Understanding BETWEEN
ALUM ROCK UNION ELEMENTARY SCHOOL
DISTRICT AND ALUM ROCK COUNSELING CENTER,
INC. FY 2021-2022

This Memorandum of Understanding stands as evidence that **Alum Rock Union Elementary School District (ARUESD) and Alum Rock Counseling Center, Inc. (ARCC) intends** to work together to provide multi-disciplinary, integrated school based counseling services to students. Services will be provided through Alum Rock Counseling Center's Prevent and Early Intervention Program (PEI), Community Service Unit (CSU) and School Linked Services (SLS). PEI will provide services to the following schools: Renaissance Academy at Fischer, Renaissance Academy at Lee Mathson, Dorsa Elementary School, Hubbard Elementary School, Meyer Elementary School, Chavez Elementary School, Aptitude at Goss Elementary School, and San Antonio Elementary School. CSU will provide services to Ocala Middle School (Mentoring Program). CSU through the Substance Use Prevention program (SUPS) and Substance Use Prevention Services Alternative Activities (SUPS-AA) will provide services to students at ARUESD based on requests for services made by ARUESD. SLS will provide services to Ocala Middle School, Sheppard Middle School, Ryan Elementary School and Joseph George Middle School. Each agency agrees to participate in the following services:

Alum Rock Union Elementary School District shall provide the following:

- **Use of facilities:** Use of permanent designated space that is adequate to effectively run program related activities and for paperwork. Agency will be given two weeks' notice prior to any necessary moving of space. Space should be confidential, quiet, with no interruptions.
- **Access to phone:** Access to phone during program hours to be used in emergency situations or to fulfill programmatic duties such as calling parents or agency personnel.
- **Bathroom:** Access to school bathrooms during program hours.
- **Referral/Recruitment of participants:** Identify and refer participants or program.
- **Meet Medi-Cal ratios:** SLS and SOS are funded primarily by MediCal required referrals to meet MediCal eligibility. PEI will accept referrals with MediCal and those with no insurance or other insurance based on funding.
- **Meet caseload minimums:** School should assign referrals consistently and ensure caseloads remain full. Caseloads should be full by December; low caseloads will result in decreased services and/or limited staff availability

Alum Rock Counseling Center, Inc. shall provide the following:

- **Administration of program:** Accept referrals made to ARCC by Alum Rock Elementary Union School District. ARCC will provide mental health services: Intake, assessment, group counseling, case management, workshops, outreach and referrals to students at Alum Rock Union Elementary School District.
- **Program days and times:** Agency will not operate program on agency-observed holidays. Students and school will be given notice of scheduled holidays at the beginning of the school year.
- **Program supplies:** ARCC agrees to supply all program-related supplies such as paper, pencils, worksheets, and locked file cabinet.
- **Background checks:** Department of Justice and FBI background checks on all agency staff working at Alum Rock Union School District through fingerprint analysis.
- **Client Screening:** Agency will check Medi-Cal and maintain accurate records of referrals received and clients served.
- Participate, if necessary, in provider meetings, trainings and case related consults (within prescribed legal, professional, and ethical boundaries).
- ARCC will maintain a general liability insurance and workers compensation. Alum Rock Union School District shall be named as additional insured on an endorsement with respect to the liability coverage.
- ARCC programs will contact referrals a total of 3 times within 10 business days and will close the referrals if there is no response.
- Provide Alum Rock Counseling Center a written assurance of a "no violation" fire clearance annually, which can be issued by the school district.
-

This Memorandum of Understanding is contingent on continued funding by the Santa Clara County Department of Behavioral Health Services. If for any reason funds for this project are discontinued or interrupted, Alum Rock Counseling Center, Inc. will provide the district written notice of the intent to terminate this agreement. Upon (30) day's written notice either party may terminate this agreement.

We, the undersigned, as authorized representatives of **Alum Rock Union School District and Alum Rock Counseling Center, Inc,** do herby approve this document. This Agreement will remain in effect from **July 1, 2021 to June 30, 2022.**

Signature: _____ Date: 6.15.21

Steve Eckert, Chief Executive Officer

Signature: _____ Date: _____

Hilaria Bauer, Ph.D.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Student Services (School/Dept.) VENDOR NO. 17755

Submitted by: Norma Flores, Director

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

   Name of Individual/Company: School Innovations & Achievement- Attention2Attendance "A2A" Software

   Address: 5200 Golden Foothill PKWY City: El Dorado Hills State: CA Zip: 95762

   Phone: (800) 487-9234 Email Address: BrendaT@sia-us.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2021 end date June 30, 2022

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

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

   Attention2Attendance "A2A" is a student attendance management software that provides attendance analysis reports as well as prepare and distribute school attendance letters to ARUSD families.

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

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

   X b. **Other:** $ 65,500.00 (describe rate agreement) Flat Rate

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	3130	000000	340	5210	$65,500.00	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

School Innovations & Achievement

ATTENTION2ATTENDANCE® (A2A) SOFTWARE & SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT
And
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

This AGREEMENT ("Agreement") dated _____, 2021, is made by and between Alum Rock Union Elementary School District ("District") and School Innovations & Achievement, a California corporation ("SI&A"), each being a "Party" and collectively the "Parties."

RECITALS

WHEREAS, District is authorized to retain SI&A to provide the software and services described below;

WHEREAS, SI&A's patent no. 9767440, filed April 10, 2014, for a system and method for student attendance management covers the software and services described below;

WHEREAS, District has determined that SI&A is qualified to provide such software and services, which are not available from public sources accessible to District;

WHEREAS, District desires to license the patented system and method for managing student attendance; and

WHEREAS, the Parties desire to enter into an agreement for SI&A to provide these services and software to the District under the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Term**. This Agreement begins July 1, 2021 ("Effective Date") and will expire automatically on its own terms on June 30, 2022 (the "Expiration Date").

   Notwithstanding this Section 1, SI&A may terminate this Agreement as provided elsewhere in this Agreement and/or the exhibits hereto.

2. **Grant of License**. Commencing on the Effective Date, SI&A grants to District a nonexclusive nontransferable license to SI&A's patented Software and Services (U.S. patent no. 9767440), for the purposes and subject to the terms and conditions stated in this Agreement, for those users identified by District as needing to access the Software and Services (as those terms are defined in Section 3, below) as part of their job duties and approved by SI&A, which approval may not be unreasonably withheld (individually an "Authorized User" and collectively the "Authorized Users"), to use and access the Software and Services.

This license does not authorize the licensee to make or create derivations, improvements, or variation upon the patented system and method. Licensee agrees to communicate any discoveries, modifications, enhancements, or other improvements on the patented system and method to Licensor, whether originating internally or externally.

Payments agreed upon herein are due regardless of whether the particular services are specifically covered by a claim in the patent. Though the patent is in full force and effect, this Agreement and payment provisions herein remain in full force and effect regardless of expiration, termination, or invalidation of all or any part of the patent by a court of law or patent office.

3. Attention2Attendance® – Base Program.

Description of Software and Services. SI&A shall provide District the following software ("Software") and services ("Services") for each school site on Exhibit C ("Sites") during the Agreement Term. The Software and Services provided pursuant to this Section 3 are collectively referred to as the "Base Program." The Software and Services constitute a system and method for student attendance management, as protected by U.S. patent no. 9767440.

3.1 Access By Authorized Users. Provide each Authorized User with a unique login username and password combination (an "Authentication Credential"), which District and its employees shall not disclose to any other person (including, but not limited to, other employees of District) other than the Authorized User for which SI&A issues the Authentication Credential. SI&A will issue Authentication Credentials for new Authorized Users during the Agreement Term. Such new Authentication Credentials shall be subject to the restrictions and requirements set forth above in this section pertaining to Authorized Users and Authentication Credentials.

3.2 Attendance/Participation Management Software and Analysis.

a) Provide access to online software attendance/participation analysis reports for the Authorized Users based on site comparisons, national studies and comparative trend analysis;

b) Prepare Attendance/Participation Management and Analysis Reports; and

c) Review the Attendance/Participation Management and Analysis Reports' findings and recommendations with District.

3.3 Software Management of Initial Unexcused Interventions.

a) Provide access to a web-based software system for the Authorized Users that produces legally recommended Initial Unexcused interventions to parents or guardians of each applicable pupil; and

b) Prepare and distribute all Initial Unexcused interventions to each applicable pupil's parents or guardians, consistent with District policy. Interventions include but are not limited to United States mail.

3.4 Software Management of Discretionary Attendance/Participation Notification Interventions.

a) Provide access to a web-based software system for the Authorized Users that produces appropriate optional attendance/participation interventions to parents or guardians of each applicable pupil;

b) Prepare and distribute appropriate discretionary attendance/participation Interventions to each applicable pupil's parents or guardians as is consistent with District's unexcused and excused absence/participation policy. These interventions include but are not limited to United States mail; and

c) Prepare and distribute Non-Contactable During Distance Learning Interventions to each applicable pupil's parents or guardians as is consistent with District's distance learning policy. These interventions include but are not limited to United States mail.

3.5 Conferencing Software.

a) Provide access to a web-based software system for the Authorized Users that allows monitoring and tracking of pupils that require attendance conferencing consistent with district policy;

b) Discretionary software conferencing capability related to other excessive absence/tardy issues; and

c) Prepare and distribute appropriate Conference Notification Reminder communications to each applicable pupil's parents or guardians as is consistent with District's conferencing policy. These interventions include but are not limited to United States mail.

3.6 Intervention Modalities. District has the option to utilize various modalities. In addition to letters sent via United States mail, texting and email communication is available. District can opt-in to send text and email if it has the necessary and required consent from the parents or guardians of each student, as required by and in accordance with the applicable laws and regulations, to engage SI&A and its subcontractors to send interventions/communication via emails or text messages.

3.7 Application Training Course and Materials. All training materials are included.

a) Each day of on-site training consists of four (4) sessions with up to 25 people per session. (The number of days of on-site training required is determined by District size.) The on-site training will be provided on a mutually agreed upon date immediately after SI&A receives signed Agreement and configuration set up has been agreed upon for implementation purposes. Additional on-site training is available for an additional fee of $2,500 per day.

b) Services include complimentary technical support via the assigned ("A2A") Attention2Attendance® Team in addition to the SI&A Help Desk; and

c) Unlimited access to Ongoing Online Application Courses & Trainings for the Authorized Users. This service includes an Implementation Manager to demonstrate application use via web hosted training applications.

3.8 Data Collection & General Provisions.

a) SI&A will install and configure the Software, including SI&A's encryption and delivery mechanism (the ROBOT). The ROBOT is a JAVA application that uses a secure, read-only (District) configured ODBC connection. SI&A will only use commercially accepted practices to access District's data environment to install and configure interfacing applications between the Software, including the ROBOT and District's Student Information System. A list of data elements that the ROBOT will pull as part of the Services is attached to this Agreement as Exhibit E.

b) When SI&A transfers District data originating on District's system over the Internet, SI&A will use only an encrypted network traffic via industry standard Secure Socket Layer (SSL).

c) District shall own all data and records provided to SI&A by District that are subject to California Education Code Sections 49073 et seq., ("District Data") and all intellectual property rights therein. District grants to SI&A a perpetual, exclusive, royalty-free license to aggregate District Data and to use, modify, distribute, and create derivative works based on District Data as so aggregated solely for the purposes of (i) providing the Software and Services to the District during the Agreement Term as set forth herein, and (ii) referencing and documenting SI&A's experience and capabilities, but only to the extent SI&A's use does not violate Section (e) below. District acknowledges that SI&A owns proprietary intellectual property which it uses to provide the Software and perform the Services to District hereunder. SI&A shall own and retain all intellectual property rights in any and all reports, statistics, and other works of authorship, products or processes produced in the performance of Services or provision of Software hereunder. Notwithstanding the foregoing, District grants SI&A a perpetual, exclusive, royalty-free license to use de-identified District Data for any purpose otherwise allowed by law. As set forth in the Standard Terms and Conditions, District and SI&A shall cooperate to preserve the confidentiality of District Data as mandated by applicable federal and state law.

d) SI&A will neither disclose District Data nor access District Data except as needed to perform the functions of the software and the Notification System, as it is related to attendance management programs. All data access will occur on a mutually agreed upon basis to accommodate the frequency of letter distribution and the related notifications.

e) SI&A shall: (i) provide its basic support for the A2A product to District at no additional charge, and/or (ii) use commercially reasonable efforts to make software available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which SI&A shall give at least 4 hours notice online or via email and which SI&A shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond SI&A's reasonable control, including without limitation, acts of God, acts of government, floods, fires,

earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SI&A's employees), failures, downtime or delays by an Internet Service Provider or third-party social platform, or denial of service attacks.

3.9 Universal Intervention Types.

Universal Intervention Type:	District Intervention Selections
Unexcused Intervention 1	Included
Unexcused Intervention 2	Included
Unexcused Intervention 3	Included
Excused Intervention 1	Included
Excused Intervention 2	Included
Conference Notification Reminder	Included
Non-Contactable During Distance Learning Intervention	Included

Total number of mailings estimated is 12,141*.

*The number of estimated mailed interventions is determined by an algorithm based on past historical interventions mailed and incorporates factors such as best practices, district size and grade levels served. Districts typically exceed this estimate by a small percentage and we absorb all additional costs. In abnormal years, such as the recent pandemic, where an extreme overage in number of interventions mailed may exist, we will be invoicing the district if the actual mailed exceeds the estimated number by more than 5%. If this occurs, we will notify the district of their letter count before they are charged and then we will invoice the district at $1 per letter for the additional letters above the 5% overage. We will not charge the district unless actual mailed exceeds the estimated number by more than 5%.

4. District's Responsibilities; District Acknowledgment.

4.1 District will be responsible for the following:

a) The substantive outcomes of the Software and Services;

b) Preparing and furnishing to SI&A, promptly upon its request, such information that is reasonably necessary to perform the Services and/or install the Software;

c) Completing the Implementation Process and District Contact Information form attached hereto as Exhibit B;

d) Accurately preparing and maintaining true and correct student documentation and records;

e) Establishing and maintaining data collection and tracking procedures and other internal controls sufficient to support this service and software;

f) Providing support and computer equipment for the Authorized Users compatible with the technology requirements specified by SI&A, including, but not limited to, (i) providing

any Authorized Users with a computer on which a web browser compatible with SI&A's software is installed and (ii) ensuring that the District's computer systems meet the technology requirements specified by SI&A for (1) the operation of the ROBOT or any other Software installed on District's systems pursuant to this Agreement and (2) access by SI&A to the data collected by the ROBOT;

g) Ensuring that District personnel do not delete, modify, or otherwise impair the operation of the ROBOT or any other Software installed on District's systems pursuant to this Agreement;

h) Ensuring that District and school personnel who use SI&A products and services participate in the training sessions provided to District by SI&A;

i) Providing the assistance and contact information of school personnel. SI&A has explained SI&A's requirements in this regard to District and District agrees to meet these requirements;

j) Notifying SI&A when an Authorized User no longer requires access to the A2A system so that SI&A may, in its sole and absolute discretion, deactivate the Authentication Credential for that Authorized User;

k) Protecting SI&A Confidential Information (as that term is defined in Section 4.2, below) by taking steps to preserve the confidentiality of SI&A Confidential Information, which shall, at a minimum, include (1) all steps taken by District to protect District's own confidential information and (2) ensuring that no one other than an Authorized User accesses the Services, Software, Materials, or SI&A Confidential Information;

l) Promptly advising SI&A in writing immediately once District becomes aware of any actual or threatened unauthorized use or disclosure of any of the SI&A Confidential Information (as that term is defined in Section 4.2, below);

m) Ensuring that District and District personnel who use SI&A products or services comply with the terms and restrictions contained in this Agreement, including, but not limited to enforcing the terms of this Agreement as to its employees as to the confidentiality of the SI&A Confidential Information and taking such action, legal or otherwise, to the extent necessary to cause District's employees to comply with the terms and conditions of this Agreement and thereby prevent any disclosure or unauthorized use (as such unauthorized uses are set forth in Section 4.2, below) of the SI&A Confidential Information by any of District's employees;

n) Ensuring that District has the necessary and required consent from the parents or guardians of each student, as required by and in accordance with the applicable laws and regulations, to engage SI&A and its subcontractors to send notifications via emails or text messages; and

o) Within fifteen (15) business days of termination or expiration of the Agreement for any reason (including, but not limited to, any fault of SI&A or District) with respect to any SI&A Confidential Information in the control or possession of District, and at SI&A's election, either (i) destroy SI&A Confidential Information and certify to SI&A in writing

that such destruction has in fact been completed in its entirety (including, but not limited to, the permanent deletion of all electronic data) or (ii) return the SI&A Confidential Information to SI&A. SI&A shall have the sole and absolute discretion to decide between destruction of SI&A Confidential Information and return of SI&A Confidential Information and may make different elections for different components of SI&A Confidential Information.

4.2 Restrictions. During performance of the Agreement, SI&A may provide materials or disclose to District certain materials or information which SI&A considers proprietary or confidential ("SI&A Confidential Information"). SI&A Confidential Information includes but is not limited to SI&A's training handbooks; policy manuals; instructions; copyrighted checklists and forms; all written, oral, electronic, or visual information or data which are non-public, confidential, competitively sensitive, personal, or proprietary in nature; the materials and/or the information provided by SI&A to District (whether before or after the execution of this Agreement); information contained in any and all pending patent applications by SI&A; trade secrets belonging to SI&A; any and all software owned and/or created by SI&A including but not limited to the Software; manuals; forms; data; data tables; draft letters; questionnaires; and similar information, material, or documents; and any and all copies of the foregoing. Therefore, the rights granted to District in this Agreement are subject to the following:

a) District acknowledges the confidential and proprietary nature of the SI&A Confidential Information and agrees to hold and keep the SI&A Confidential Information confidential and otherwise agrees to each and every restriction and obligation set forth in this Agreement. District shall use the SI&A Confidential Information solely as part of the services provided under this Agreement and solely during the term of this Agreement (the "Authorized Uses"). District shall not use or permit any of its employees to use any of the SI&A Confidential Information for any reason or purposes other than the Authorized Uses. Uses that are not Authorized Uses include, but are not limited to, those uses explicitly set forth below;

b) District shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the A2A Service, Software, related materials pertinent to A2A Materials (the "A2A Materials"), and/or any SI&A Confidential Information available to any third party other than an Authorized User;

c) District shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the A2A Service, Software, A2A Materials, or SI&A Confidential Information or access the A2A Service, Software, A2A Materials, or SI&A Confidential Information in order to build a similar or competitive product, software, or service or to assist any third party in building a similar or competitive product, software, or service, including, but not limited to, accessing the A2A Service, Software, A2A Materials or SI&A Confidential Information for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes;

d) Except as expressly stated herein, no part of the A2A Service, Software, A2A Materials, or SI&A Confidential Information may be copied, reproduced, distributed, republished, downloaded, displayed, posted, transmitted, or otherwise disclosed in any form or by any

means (including but not limited to electronic, mechanical, photocopying, recording, or other means) except with the express prior written consent of SI&A;

e) District shall not disclose any review of the A2A Service or Software (including but not limited to the results of any performance tests) to any third party without SI&A's prior written approval;

f) District agrees to make every reasonable effort to prevent unauthorized third parties from accessing the A2A Service, Software, A2A, or the SI&A Confidential Information (or any portion thereof);

g) District acknowledges and agrees that SI&A or its third-party providers shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the A2A Service, Software, the A2A Materials, and SI&A Confidential Information and any suggestions, enhancement requests, feedback, recommendations or other information provided by District or any other party relating to the A2A Service, Software or the A2A Materials;

h) District agrees that District shall not for any reason direct, recommend, or encourage an employee to disclose an Authentication Credential to District, any other employee of District, or any third party;

i) District agrees that District shall not use the SI&A Confidential Information, whether directly or indirectly, to assist, whether directly or indirectly, any business that competes with SI&A;

j) District agrees that District shall not use the SI&A Confidential Information in any way, shape, or form after the expiration or termination of this Agreement;

k) District agrees that District shall not permit any use of the SI&A Confidential Information by a third party other than District except with the express prior written consent of SI&A;

l) District agrees that District shall not use or permit to be used the SI&A Confidential Information in any way, shape, or form that attributes the SI&A Confidential Information as having been created, developed, prepared, derived, designed, protected, or owned by any person other than SI&A;

m) District agrees that District shall not use the SI&A Confidential Information in any way that is detrimental to the interests of SI&A;

n) District shall carefully restrict access to the Services, Software, Materials, and SI&A Confidential Information to only those of District's employees who (i) require such access in order to perform their job duties, and (ii) are informed by District of the confidential nature of SI&A Confidential Information and the obligations pursuant to this Agreement, including, but not limited to, the provisions of Sections 4.1 and 4.2 of this Agreement; and

o) District acknowledges and agrees that all of the restrictions of this section shall apply to any SI&A Confidential Information provided to the District as part of any negotiations for the renewal or extension of this Agreement.

4.3 Right of Termination by SI&A. If District violates any of District's covenants, restrictions, or responsibilities in this Section 4, SI&A shall have the unilateral right to terminate this Agreement in SI&A's sole and absolute discretion. Upon termination of this Agreement pursuant to this Section 4.3, (a) SI&A will invoice District for Fees owing within the Agreement Term and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice and (b) District will have ten (10) days to download and/or print all historical information and work in progress. SI&A's right of termination in this Section 4 is in addition to, and independent from, any other right of termination contained within this Agreement.

5. Payment of Fees.

5.1 Fees. For Services provided pursuant to the terms of this Agreement, as outlined in Section 3, District agrees to pay SI&A:

- **$62,300** for the fiscal year 2021/2022 (the "Discounted Annual Fee") if Agreement is received on or before June 30, 2021, or
- **$65,500** for the fiscal year 2021/2022 (the "Standard Annual Fee") if Agreement is received after June 30, 2021.

5.2 Payment. The annual Fee described above is payable as follows:

	Agreement Received By Date	FY 2021/2022 07/01/2021-06/30/2022 Due 07/01/2021
Discounted Annual Fee*	**On or Before June 30, 2021**	**$62,300**
Standard Annual Fee*	**After June 30, 2021**	**$65,500**

*There is an additional $2,500 SIS change fee if District changes SIS during the Agreement Term. The fee will be due upon SI&A commencing with the implementation of the new SIS.

District acknowledges and agrees that payment of any outstanding installments of the Fee are due and payable on the dates indicated notwithstanding any termination of this Agreement by District prior to the end of the Agreement Term.

6. District's Representations and Warranties. In addition to other representations and warranties of District contained herein, District hereby expressly warrants and represents to SI&A that the following statements are true and accurate as of the Effective Date and throughout the Agreement Term:

6.1 The execution, delivery and performance of this Agreement by SI&A and the consummation of the transactions contemplated hereby do not conflict with or result in a violation of any law governing the District's existence as a school district, its operations or ability to contract;

6.2 This Agreement constitutes a legal, valid and binding obligation of District, enforceable against District in accordance with its terms;

6.3 District has the absolute and unrestricted right, power, authority and capacity to execute this Agreement and perform District's obligations hereunder;

6.4 Neither the execution nor the performance of this Agreement will directly or indirectly contravene or violate any law, or give any person the right to challenge any Services or Software hereunder or obtain any relief under the law; and

6.5 All of the information provided to SI&A is true and accurate in all respects.

7. **Disclaimer of Warranties**. Except as provided otherwise herein, SI&A and its third-party providers hereby disclaim all express or implied representations, warranties, guaranties, and conditions with regard to the A2A service, Software, the A2A materials, and the Services including but not limited to any implied representations, warranties, guaranties, and conditions of merchantability, fitness for a particular purpose, title and non-infringement, and quality of service. SI&A and its third-party providers make no representations or warranties regarding the reliability, availability, timeliness, quality, suitability, truth, accuracy or completeness of the A2A service, Software, the A2A materials, or the Services or the results district may obtain by using the A2A service, Software, the A2A materials, or the Services. Without limiting the generality of the foregoing, SI&A and its third-party providers do not represent or warrant that (a) the operation or use of the A2A service, Software or A2A materials will be timely, secure, uninterrupted or error-free; (b) the quality of any products, services, information, or other material district purchases or obtains through the A2A service and software will meet district's requirements; and (c) the A2A service, Software, A2A materials, or the systems that make the Service available are free of viruses or other harmful components. District acknowledges that neither SI&A nor its third-party providers controls the transfer of data over communications facilities (including the Internet) and that the A2A service, Software and A2A materials may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. SI&A is not responsible for any delays, delivery failures, or other damage resulting from such problems. Except where expressly provided otherwise by SI&A, the A2A service, Software, the Services, and the A2A materials are provided to District on an "as is" basis.

8. **Survival**. The provisions of Sections 4, 5, 6, and 7, herein in addition to Standard Terms and Conditions #9, #10, #12, and #16, shall survive the termination of this Agreement.

9. **Entire Agreement**. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

10. **Exhibits**. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

11. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

12. **Infringements.** All decisions concerning enforcement of the patent licensed in this agreement against infringement by third parties shall be made solely by SI&A in its sole discretion.

IN WITNESS WHEREOF, this Agreement is dated as of the date set forth above.

SI&A:

SCHOOL INNOVATIONS & ACHIEVEMENT

Signature:	Jeffrey C Williams
Date:	6/1/2021
Print Name:	Jeffrey C. Williams
Title:	Chief Executive Officer
Company:	School Innovations & Achievement
Address:	5200 Golden Foothill Parkway
	El Dorado Hills, CA 95762
Phone:	(800) 487-9234
Fax:	(888) 487-6441

DISTRICT:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Signature:	
Date:	
Print Name:	Dr. Hilaria Bauer
Title:	Superintendent
Address:	2930 Gay Ave
	San Jose CA 95136
Phone:	(408) 928-6822
Fax:	(408) 928-6416
Email:	hilaria.bauer@arusd.org

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor**. SI&A's software and services (the "Services") described in the Agreement to which this Exhibit A is attached detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Term, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The Parties agree that SI&A is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.

2. **Payment**. For purposes of the Agreement, the price of products and services set forth in Section 5, Item 5.1 of the attached Agreement, and any other applicable fee pursuant to the Agreement, shall be collectively referred to herein as the "Fee" or "Fees." District acknowledges that the Fees are based on the Initial Scope of Services anticipated by SI&A as of the date of this Agreement. The Fees shall be billed to District and District shall pay the entire amount within thirty (30) days after District receives SI&A's invoice.

3. **Termination**. Upon termination of this Agreement in accordance with its terms, SI&A will invoice District for Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 3, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 3 and the terms set forth in the Agreement. Upon the notice of termination from either Party, the District will have thirty (30) days to download and/or print all District Information (which is defined in Section 16.b below), which is not intertwined with any SI&A Confidential Information (which is defined in Section 9.a below).

4. **Notice**. All Agreement notices must be in writing, directed to the Party's address set forth below such Party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A Party may change the address stated in the Agreement by giving notice to the other Party.

5. **District's General Responsibilities; District Acknowledgment**. During the Agreement Term, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District and its employees properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines,; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.

6. **Further Assistances**. Upon request of the other Party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.

7. **Assignment Prohibited**. Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.

8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code; and Other Privacy Related Laws.**

   a. FERPA and California Educational Code and California Education Code. SI&A may have limited access to student data or information only for purposes of providing the services specified in the Agreement. SI&A performs the Services as an independent contractor of District. SI&A, its officers and employees, shall comply at all times with the Family Educational Rights and Privacy Act and, for any **California District**, California Education Code sections 49073 et seq. and/or sections 76240 et seq., as applicable. Further to the requirements of California Education Code section 49073.1, as applicable, SI&A and District agree that (a) any and all "Pupil records" (as that term is defined in Education Code section 49073.1 and hereinafter referred to as "Pupil Records") disclosed or transmitted to SI&A remain the property of District and under the control of District; (b) SI&A shall not use any Pupil Records disclosed or transmitted to SI&A by District or any information in those pupil records for any purpose other than those required or specifically permitted by the Agreement; (c) SI&A shall not disclose any Pupil Records disclosed or transmitted to SI&A by District to any third party; (d) SI&A shall dispose of the Pupil Records according to Section 16 below; and (e) SI&A shall not use any Pupil Records disclosed or transmitted to SI&A by District to engage in targeted advertising. The procedures (a) created by District to comply with the requirements of Education Code section 49073.1 and (b) used by SI&A to ensure the security and confidentiality of Pupil records are listed or referenced in Exhibit D to the Agreement. Notwithstanding the foregoing, District grants to SI&A a perpetual, exclusive, royalty-free license to use de-identified District Data and "Deidentified information" (as defined in Education Code section 49703.1) for any purpose allowed by law. As set forth in the Standard Terms and Conditions, District and SI&A shall cooperate to preserve the confidentiality of District Data as mandated by applicable federal and state law.

   b. Student Online Personal Information Protection Act ("SOPIPA"). SI&A does not knowingly use "Covered information" (as defined in Cal. Bus. & Prof. Code §§22584 to 2258 and hereinafter referred to as "Covered Information") or persistent unique identifiers for targeted advertising. SI&A does not knowingly develop student profiles with Covered Information or persistent unique identifiers, or sell or disclose Covered Information unless exceptions under SOPIPA apply.

   c. California Consumer Privacy Act ("CCPA"). SI&A is a "service provider" (as defined under Cal. Civ. Code §1798.140(v) and hereinafter referred to as "Service Provider"). SI&A, as a Service Provider, does not further collect, sell, or use the "personal information" (as defined under Cal. Civ. Code §1798.140 (o)) except as necessary to perform obligations under the Agreement.

9. **Confidential and Proprietary Materials of SI&A.**

   a. **Definition of SI&A Confidential Information**. During performance of the Agreement, SI&A may provide materials or disclose to District certain materials or information which SI&A considers proprietary or confidential ("SI&A Confidential Information"). SI&A Confidential Information includes but is not limited to SI&A's training handbooks; policy manuals; instructions; copyrighted checklists and forms; all written, oral, electronic, or visual information or data which are non-public, confidential, competitively sensitive, personal, or proprietary in nature concerning SI&A; the materials and/or the information provided by SI&A to District (whether before or after the execution of this Agreement); information contained in any and all pending patent applications by SI&A; trade secrets belonging to SI&A; any and all software owned and/or created by SI&A including but not limited to the software programs commonly known as ATTENTION2ATTENDANCE® ("A2A") and Partnering4SpecialEd ("P4SE"); manuals; forms; data; data tables; draft letters; questionnaires; and similar information, material, or documents; and any and all copies of the foregoing.

   b. **Restrictions on Use of SI&A Confidential Information**. District acknowledges the confidential and proprietary nature of SI&A Confidential Information, agrees to hold and keep the SI&A Confidential Information confidential and otherwise agrees to each and every restriction and obligation set forth in this Agreement. District shall use the SI&A Confidential Information solely as part of the services provided under the Agreement and solely during the term of the Agreement (the "Authorized Uses").

   c. **Restrictions on Disclosure of SI&A Confidential Information**. District shall not disclose any SI&A Confidential Information except as allowed through the express prior written consent of SI&A.

   d. **No Unauthorized Uses of SI&A Confidential Information**. District shall not use or permit any of its employees to use any of SI&A Confidential Information for any reason or purpose other than the Authorized Uses. Uses that are not Authorized Uses include, but are not limited to, (i) making derivative works or reverse engineering any software, program, process, form, report, analysis, or methodology owned or created by SI&A; (ii) using SI&A Confidential Information, whether directly or indirectly, to assist, whether directly or indirectly, any business that competes with the SI&A; (iii) any use of SI&A Confidential Information that is detrimental to the interests of SI&A; (iv) any use which attributes SI&A Confidential Information as having been created, developed, prepared, derived, designed, protected or owned by any person other than SI&A; (v) any use of SI&A Confidential Information after the expiration of the agreement under which SI&A Confidential Information was provided to District; and (vi) any use of SI&A Confidential Information by a third party other than District.

e. **Restrictions on Access to SI&A Confidential Information**. District shall carefully restrict access to SI&A Confidential Information to only those of District's employees who (i) require such access in order to perform their job duties, and (ii) are informed by District of the confidential nature of SI&A Confidential Information and the obligations pursuant to this Agreement. This Agreement is binding on District's employees, and District agrees to be responsible for enforcing the terms of this Agreement as to its employees as to the confidentiality of SI&A Confidential Information and to take such action, legal or otherwise, to the extent necessary to cause its employees to comply with the terms and conditions of this Agreement and thereby prevent any disclosure or unauthorized use of SI&A Confidential Information by any of District's employees.

f. **Ownership of SI&A Confidential Information**. District agrees that District acquires no ownership interest of any kind in any portion of SI&A Confidential Information by virtue of this Agreement. Any and all derivative works created by District from SI&A Confidential Information shall be the sole and exclusive property of SI&A.

g. **Security of SI&A Confidential Information**. District agrees to safeguard SI&A Confidential Information and to prevent the unauthorized use or disclosure thereof. In using SI&A software, District and the employees of District may be issued passwords, usernames, or other authentication credentials (collectively, "Authentication Credentials") to allow employees of District to access SI&A software. In issuing Authentication Credentials, SI&A may, in its sole and absolute discretion, specify an individual employee of District for whose sole use the Authentication Credential is issued. If SI&A identifies a specific employee for whose benefit an Authentication Credential is issued, District acknowledges, agrees, and covenants that (i) such Authentication Credentials are intended for the use of the individual for whom SI&A issued the Authentication Credential; (ii) District shall not, for any reason, direct, recommend, or encourage an employee to disclose an Authentication Credential to District, any other employee of District, or any third party; and (iii) District shall take reasonable steps to ensure that no employee of District discloses an Authentication Credential to any other person, including, but not limited to, other employees of District.

h. **Notification of Disclosure**. If, at any time during the term of the Agreement or after the term of the Agreement, District becomes aware of any unauthorized use or disclosure of any portion or part of SI&A Confidential Information in violation of this Agreement, District shall promptly advise SI&A in writing of such unauthorized use or disclosure of SI&A Confidential Information by any person (regardless of whether that person is District, an employee of District, a contractor of District, or a third party).

i. **Documents Provided During Renewal Negotiations**. District acknowledges and agrees that all of the restrictions of this section shall apply to any SI&A Confidential Information provided to the District as part of any negotiations for the renewal or extension of the Agreement.

j. **SI&A's Right of Termination**. If District violates any of District's covenants, restrictions, or responsibilities in this Section 9, SI&A shall have the unilateral right to terminate this Agreement in SI&A's sole and absolute discretion. Upon termination of this Agreement pursuant to this Section 9(j), (1) SI&A will invoice District for Fees owing within the Agreement Term and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice and (2) District will have ten (10) days to download and/or print all District Information (which is defined in Section 16.b below), which is not intertwined with any SI&A Confidential Information (which is defined in Section 9.a above). The right of termination contained in this Section 9(j) shall be in addition to, and independent from, any other right of termination provided for in this Agreement.

10. **Limitation of Liability; Indemnification**. In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. District shall defend, indemnify and hold harmless SI&A and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute or otherwise, arising out of or in connection with or relating to SI&A's performance of the Services, unless it is finally determined to have arisen solely from SI&A's gross negligence or willful misconduct. SI&A shall defend, indemnify and hold harmless District, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute, or otherwise, arising out of or in connection with or relating to SI&A's performance of the Services if it is finally determined to have arisen solely from SI&A's gross negligence or willful misconduct.

11. **Governing Law; Enforcement Costs**. The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing Party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the Party may be entitled.

12. **Judicial Reference**. In the event a dispute is not resolved through discussions and negotiations among the Parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure section 638, et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the Parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The Parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure section 2017, et. seq. BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all Parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

13. **Modification; Interpretation; Severability; Construction**. No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both Parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. SI&A shall have the full power and authority to interpret, construe and administer the Agreement and SI&A's determination shall be binding and conclusive on the Parties for all purposes. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.

14. **Waiver**. Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

15. **Injunctive Relief**. District acknowledges that any breach of this Agreement by District or any of its employees may cause irreparable damage and harm to SI&A, and that remedies at law would be inadequate to protect against such breach of this Agreement. District agrees in advance to the granting of injunctive relief in favor of SI&A for any such breach of the provisions of this Agreement and to the specific enforcement of the terms of this Agreement, without proof of actual damages and without the requirement of posting a bond or other security, in addition to any other remedy to which SI&A would be entitled, all of which remedies shall be cumulative hereunder.

16. **Treatment of Information after Termination of Agreement**.

a. **District's Treatment of SI&A Confidential Information**. Within fifteen (15) business days of termination or expiration of the Agreement for any reason, including, but not limited to, any fault of SI&A or District, District shall, with respect to any SI&A Confidential Information in the control or possession of District, and at SI&A's election, either (i) destroy SI&A Confidential Information and certify to SI&A in writing that destruction or (ii) return SI&A Confidential Information to SI&A. SI&A shall have the sole and absolute discretion to decide between destruction of SI&A Confidential Information and return of SI&A Confidential Information and may make different elections for different components of SI&A Confidential Information.

b. **SI&A's Treatment of District Information**. Upon termination of the Agreement, SI&A shall provide to District the certification required by Education Code section 49073.1(b)(7) with respect to any Pupil Records provided to SI&A by District pursuant to the Agreement. With respect to any and all data and records provided to SI&A by District or derived from data or records provided by District that are not Pupil Records or SI&A Confidential Information ("District Information"), SI&A shall preserve such District Information for a period of not less than one year. Upon the written request of District, SI&A shall return all originals and copies of District Information to District or destroy any originals and electronic copies of District Information. However, to the extent that District Information has become intertwined with SI&A Confidential Information, any and all reasonable expenses incurred by SI&A in ensuring that District's Information, as returned to District or destroyed by SI&A, does not contain any of SI&A Confidential Information shall be borne by District. Nothing in the Agreement or this Exhibit A obligates SI&A to return to District any SI&A Confidential Information.

17. **Conflict with Agreement**. To the extent that any term or provision of these Standard Terms and Conditions conflicts with any other term or provision of the Agreement, the term or provision which is in the Agreement shall control.

18. **Force Majeure**. A Party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other Party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the Party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

Exhibit B

Attention2Attendance®
Implementation Process and District Contact Information

Following SI&A's receipt of the signed Agreement, a District Support Specialist shall contact District to discuss and finalize the Implementation Process and Production Schedule, which shall establish deadlines, delivery dates, materials to be supplied by District and other items necessary to complete the Attention2Attendance® implementation.

Important phases of the **Implementation Process** include the following:

Attention2Attendance® Initial Call: Review Implementation process with contract signer.

Attention2Attendance® Welcome Call: Implementation web meeting with the contract signer and designated district stakeholders to review A2A process, determine target dates for training, and review district decision points.

The ROBOT installation and initial IT Data Collection: The SI&A Data Support Specialist works with the District IT/SIS contact to begin the data collection process by identifying and collecting codes from the SIS and collecting preliminary sample sets of data for configuration and testing.

Finalize the Production Schedule: The SI&A Implementation Team will provide a Production Schedule for the entire school year to the District Attendance day-to-day contact.

Final District Validation: The SI&A Implementation Team confirms implementation and obtains user information. A Verification Report is emailed to the District for review and final sign off.

Ongoing Service

Once Implementation is complete a Service Team will be assigned to your district.

- You will have access to:
  - Live Help Desk
  - Unlimited online training and support
- Throughout your agreement term you will have access to ongoing analysis and consultative reporting prepared and presented by SI&A. Reporting options are listed below:
  - Chronic Absentee Reports with student detail
  - Mid-Year Summary Report
  - Comprehensive End-of-Year Results
- Ongoing communications that may be sent by SI&A to all users:
  - A2A Did You Knows application tips and tricks
  - A2A Communiqués status and result updates
  - Weekly or every other week e-mail reminders during review period

District Contact Information

Day-to-Day District Contact

Name: Jesus Araujo

Title: Coordinator

Phone: (408) 928-6961

Email: jesus.araujo@arusd.org

Day-to-Day District IT Contact

Name: Avtar Gill

Title: Director

Phone: (408) 928-6910

Email: avtar.gill@arusd.org

If you have any questions, please call Katy Dragoo at (800) 487-9234 x5145
We look forward to working with you!

Exhibit C
Sites

A. J. Dorsa Elementary
Adelante Dual Language Academy 1
Adelante Dual Language Academy 2
Aptitud Community Academy At Goss
Ben Painter Elementary
Cesar Chavez Elementary
Clyde Arbuckle Elementary
Clyde L. Fischer Middle
Donald J. Meyer Elementary
Horace Cureton Elementary
Joseph George Middle
Learning In An Urban Community With High Achievement
Lee Mathson Middle
Linda Vista Elementary
Lyndale Elementary
Millard Mccollam Elementary
O. S. Hubbard Elementary
Ocala Middle
Renaissance Academy
Renaissance At Mathson
Russo/Mcentee Academy
San Antonio Elementary
Sylvia Cassell Elementary
Thomas P. Ryan Elementary
William Sheppard Middle

EXHIBIT D

PROCEDURES FOR COMPLIANCE WITH CALIFORNIA EDUCATION CODE SECTIONS 49073 ET SEQ. AND RELATED STATUTES

Statutory Provision	Procedure and/or Contractual Provision
California Education Code § 49073.1(b)(1): "A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: (1) A statement that pupil records continue to be the property of and under the control of the local educational agency."	See Standard Terms and Conditions, Exhibit A to this Agreement, Section 8(a).
California Education Code § 49073.1(b)(2): "A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (2) Notwithstanding paragraph (1), a description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account."	The services and software provided under this Agreement do not include any pupil-generated content.
California Education Code § 49073.1(b)(3): "A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (3) A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract."	See Standard Terms and Conditions, Exhibit A to this Agreement, Section 8(b).
California Education Code § 49073.1(b)(4): "A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (4) A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information."	If a pupil or parent/guardian wants to review information and correct any erroneous information, the following process can occur: 1. Parent, legal guardian, or eligible pupil may submit a request to District to run a Student Detail report using the District's defined request procedures. 2. The Student Detail Report can be run in the A2A UI by a District representative for delivery to parent, legal guardian, or eligible pupil. 3. Any corrections the parent, legal guardian, or eligible pupil wishes to make may be conveyed in writing to the District representative who runs the Student Detail Report. 4. The District representative who runs the Student Detail Report will update information in their Student Information System, which will be transferred into A2A, or update information directly in A2A if applicable.
California Education Code § 49073.1(b)(5): "A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (5) A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records. Compliance with this requirement shall not, in itself, absolve the third party of liability in the event of an unauthorized disclosure of pupil records."	SI&A will: a. Only allow database to database connectivity to ensure all student information is always maintained in an audited database format. b. Conduct monthly reviews of user access to databases. c. Conduct annual training on student data security for all SI&A employees. Training material is available to district upon request. d. Provide access for approved District users to all notification letters on secure SFTP site.

	e. Designate the Director of Technology as the responsible individual for maintaining the security of student data.
California Education Code § 49073.1(b)(6): "A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (6) A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records."	SI&A's notification to the District Day-to-Day contact individual noted in Exhibit B by the District in writing to SI&A will include the following components: 1. Date of unauthorized disclosure 2. Description of disclosure 3. Description of root cause of the disclosure and what changes are being made to prevent future such issues
California Education Code § 49073.1(b)(7): "A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (7)(A) A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced. (B) The requirements provided in subparagraph (A) shall not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content pursuant to paragraph (2)."	An aggregated copy of the districts performance during the time of the contract will be maintained within a reporting database. This is for district comparison purposes and does not contain any student identifiable information. PROCEDURE: 1. All current student data will be de-identified and a unique SIA student ID code will be assigned to each student. The code will not contain any identifiable information. This will be applied for current year and prior year(s) information. 2. All backups with district information will be recalled and destroyed. 3. This procedure will be completed within 120 days from contract completion. 4. No outside vendor or individuals will participate in the process. 5. A certified letter will be mailed to the District with a list of all activities completed. 6. Enforcement of SI&A's certification that the above activities have been complete will be accomplished by audit reviews of the activities by the IT Manager.
California Education Code § 49073.1(b)(8): "A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (8) A description of how the local educational agency and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g)."	This Agreement establishes SI&A as a school official whose access to student data under this Agreement is in pursuit of SI&A's legitimate educational interests in performing the services set forth under this Agreement. This designation is in compliance with the Family Education Rights and Privacy Act (20 U.S.C. Sec. 1232g), specifically Section 1232g(b)(1)(A).
California Education Code § 49073.1(b)(9): "A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (9) A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising."	See Standard Terms and Conditions, Exhibit A to this Agreement, Section 8(e).

Exhibit E

The following data elements will be used to track and report on attendance/participation as well as provide sub-group, aggregate level reporting. Each Student Information System database is different; some additional values may need to be used to create the necessary database joins to connect these values correctly.

1. Student Demographic Data (e.g. Student ID, Grade, Ethnicity, Mailing Addresses, Home Languages, Parent/Guardian data, etc.)
2. Attendance Data
3. Discipline Data
4. Course Schedules
5. English Language Learner
6. Free & Reduced Lunch Status
7. Special Education
8. Migrant Status
9. Homeless

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: _____

Superintendent (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

** Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: California Consulting, Inc.

Address: 214 Main Street, Suite 102 City: El Segundo State: CA Zip: 90245

Phone: (323) 728-9002 Email: steve@californiaconsulting.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 1, 2021 end date June 30, 2022

CONTRACTOR'S OBLIGATION:
Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Grant writing at the direction of the district on specific grants identified by the district.

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

____ a. **Fee Rate:** $ varies per _____ Not to Exceed $48,000.00 of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 010-0000-~~4300-00~~ 5815 -0000-7100-710-7110 _____ 6/30/21
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____

Director of Fiscal Services: _____ Date: 6/30/21

Asst. Supt., of Business Services: _____ Date: 6/30/21

Superintendent: _____ Date: _____

GRANT WRITING SERVICES AGREEMENT

DATED: June 29, 2021

PARTIES: California Consulting, Inc. (hereinafter the "Consultant"); and

Alum Rock Union School District, (hereinafter the "Client")

AGREEMENT:

The undersigned hereby agree to the following terms and conditions:

Section 1. **Duties of Consultant:** During the term of this Agreement, Consultant shall provide the Client as follows:

a. Grant writing at the direction of the Client on specific grants identified by the Client.

Section 2. **Time for Performance of Duties:** Notwithstanding any other term or condition of this Agreement, Client specifically acknowledges that Consultant has other clients and/or outside employment. Consultant shall have control over the time and manner of performing its duties described in Section 1, and shall make available such time as it, in its sole discretion, shall deem appropriate for the performance of its duties under this Agreement.

Section 3. **Term of the Agreement:** The effective date of this Agreement is from July 1, 2021 to June 30, 2022.

Section 4. **Compensation:** Client shall pay Consultant on a per grant basis as compensation for Consultant's grant writing services as described in the chart below, and not to exceed $48,000. Consultant shall provide Client with a written invoice monthly. Client agrees to pay invoice within 30 days of receipt.

The following is a breakdown of cost Per Grant:

Grant Amount Request	Cost
Up to $10,000	$1,500
$10,001 - $50,000	$4,000
$50,001 - $100,000	$5,500
$100,001 - $250,000	$7,500
Over $250,000	$9,000 - $12,000

Cost will be determined based on complexity of grant preparation for all grants exceeding $250,000. Consultant will provide Client with cost prior to commencing work on grant selected by Client. If Client decides to withdraw the application or cease work on the application prior to submission and after work has begun, Client agrees to pay Consultant for work completed at an hourly rate of $105.00, not to exceed the total amount of the per grant rate. Consultant will provide Client with breakdown of time spent along with invoice.

Section 5. **Expenses:** The Client agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client. Such expenses typically might include, but are not limited to, mileage, conference calls, copies, binding costs, postage, parking, travel, and lodging expenses. Consultant shall provide Client with a receipt and a description of the expense with the invoice.

Section 6. **Relationship:** Consultant shall perform its grant writing services hereunder as an independent contractor and not as an employee of the Client or an affiliate thereof. It is expressly understood and agreed to by the parties hereto that Consultant shall have no authority to act for, represent or bind the Client or any affiliate thereof in any manner, except as may be agreed to expressly by the Client in writing from time to time.

Section 7. **Confidentiality:** Except in the course of the performance of its duties hereunder, each party agrees that it shall not disclose any trade secrets, know-how, or other proprietary information not in the public domain learned as a result of this Agreement.

Section 8. **Indemnification:** The Client agrees to indemnify and hold harmless the Consultant, its members, officers, directors, employees, attorneys, and contractors and each person who controls Consultant or any of its affiliates from and against any demands, losses, claims, actions or causes of action, damages, judgment, arbitration awards, liabilities (whether absolute or accrued, contingent or otherwise), costs, and expenses whatsoever (including reasonable costs of investigation or defending any action) to which they or any of them may become subject under any applicable law arising out of Consultant's performance under this Agreement and will reimburse Consultant for all expenses (including counsel fees) as they are incurred. Consultant maintains liability insurance in the amount of one million dollars.

Section 9. **Assignment:** This Agreement shall not be assignable by either party; provided however, that Consultant shall have the discretion to allocate its duties hereunder to owners, affiliates, or employees of Consultant.

Section 10. **No Guaranteed Result:** Client acknowledges and agrees that Consultant does not have control over third party decision makers, and therefore Consultant makes no representations, warranties or guarantees that it can achieve any particular results. Consultant, however, shall act in good faith toward the performance of its duties described above.

Section 11. **Prior Agreements:** This Agreement shall supersede any prior agreements between the parties, and serves as the sole and only agreement between them. This Agreement may only be modified by a writing signed by both parties.

Section 12. **Governing Law:** This Agreement shall be deemed to be a contract made under the laws of the State of California and for all purposes shall be construed in accordance with the laws of said State.

Section 13. **Attorney's Fees:** The prevailing party in any action filed that arises out of this Agreement shall be entitled to recoup their reasonable attorney's fees and costs from the other party.

Section 14. **Notices:** All notices will be sent via certified mail or overnight courier to:

Consultant at: California Consulting, Inc.
214 Main Street, Suite 102
El Segundo, CA 90245

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

Section 15. **Termination:** This Agreement may be terminated by either party for any reason not in violation of federal and/or California State law upon thirty (30) days written notice to the other party. Client shall compensate Consultant for all services rendered prior to the date of termination. There shall be no liquidated damages in the event of termination under this provision.

IN WITNESS THEREOF, this Agreement is executed on the dates set forth below and effective on the date first set forth above.

"CONSULTANT"

California Consulting, Inc.

By_____

Steven N. Samuelian, CEO

"CLIENT"

Alum Rock Union School District

_____

Name: _____

Title: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Business Services (School/Dept.) VENDOR NO. 21752

PROGRAM MANAGER: Kolvira Chheng

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

Name of Individual/Company: STLR Corp, dba Ryland School Business Consulting

Address: 8334 Parus Way City: Granite Bay State: CA Zip: 95746

Phone: (916)652-7165 Email Address: terri@rylandsbc.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2021 end date June 30, 2022

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

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

Ryland SBC will 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 presentations to the board.

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

X a. **Fee Rate:** $ 175.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

____ b. **Other:** $ NTE $49,000.00 (describe rate agreement) District will be billed on monthly basis for fees and expenses as approved by the Supt.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
01000	00058150000	0720000000040	07200	NTE $49,000.		

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Ryland SCHOOL BUSINESS CONSULTING

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:

_____	_____ *Teresa R Ryland*___
Hilaria Bauer, Superintendent	President
ALUM ROCK UNION SCHOOL DISTRICT	RYLAND SCHOOL BUSINESS CONSULTING
_____	_____
Date	Date

8334 Parus Way, Granite Bay, California 95746
Office (916) 652-7165 Fax (916) 652-7168 www.rylandsbc.com

9.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **Resolution # 01-21/22 Inventory Disposal**

Staff Analysis:
Authorize the sale, donation, and/or disposal of surplus property under the direction of the Procurement Manager, Assistant Superintendent of Business Services and/or Superintendent.

Recommendation:
Staff recommends approval of the sale, donation and/or disposal, of surplus property listed on the attached sheets dated July 8, 2021.

Prepared by: Maria J. Martinez M.M. Title: Procurement Manager

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

To the Board of Trustees: Meeting: July 8, 2021

Recommend Approval

9.02

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
OF
SANTA CLARA COUNTY, STATE OF CALIFORNIA

RESOLUTION # 01-21/22
SALE, DONATION - AND/OR DISPOSAL OF SURPLUS PROPERTY

WHEREAS, Education Code 39520 authorizes the sale for cash of any property belonging to the District if the property is not required for school purposes, or it should be disposed for the purpose of replacement, or it is unsatisfactory or not suitable for school use.

WHEREAS, Education Code 39520 and 39521 provides procedures to implement such a sale, public or private, conducted by staff;

WHEREAS, Education Code 39521 provides for donations to charitable organizations or disposal if property is of insufficient value to defray costs of arranging a sale;

NOW, THEREFORE, BE IT RESOLVED, that this Board does hereby authorize such a sale, donation, and/or disposal of surplus property, under the direction of the Procurement Manager, Assistant Superintendent of Business Services, and /or Superintendent.

PASSED AND ADOPTED this 8th day of July, 2021, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, and State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Corina Herrera-Loera, Board President

Andrés Quintero, Board Vice President

Ernesto Bejarano, Board Clerk

Linda Chávez, Board Member

Minh Pham, Board Member

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on July 8, 2021.

_____
Hilaria Bauer, Ph.D., Superintendent

MEYER SURPLUS EQUIPMENT DISPOSAL
DATE: July 8, 2021
Resolution # 01-21/22

PROJECTOR	SERIAL	TAG
HITACHI CP-X305	F8AU03509	13733
HITACHI CP-X305	F8AU03531	13728
HITACHI CP-X305	F8AU03542	13730
HITACHI CP-X305	F8AU03633	13731
HITACHI CP-X305	F8AU03526	13729
HITACHI CP-X305	F8AU03665	13727
HITACHI CP-X305	F8AU03668	13734
HITACHI CP-X2510N	F9IU02555	15492
HITACHI CP-X2510N	F9KU03012	15656
HITACHI CP-X2510N	F9IU02545	15485
HITACHI CP-X2510N	F9IU02558	15486
HITACHI CP-X2510N	F9IU02563	15484
HITACHI CP-X2510N	F9IU02512	15453
HITACHI CP-X2510N	F9IU02503	15465

ITSS SURPLUS EQUIPMENT DISPOSAL
DATE: July 8, 2021
Resolution # 01-21/22

DEVICES	SERIAL	TAG
HP DESKJET 990CXI	MY273110W0LG	N/A
HP LASERJET 6MP	USCB075353	46698 / 06376
HP LASERJET 4050N	USQX032518	55012
HP LASERJET 4000N	USEF152591	03771
HP LASETJET PRO 400 COLOR	CNDF350209	N/A
HITACHI CP-X2530WN	F3KU10861	2002320
HITACHI CP-X251	F7CU26926	12376
HITACHI CP-X305	F7JU02473	13637
LAPTOPS	**SERIAL**	**TAG**
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ACER C740	NXEF2AA00255201AD97600	N/A
ACER C740	NXEF2AA002528033F87600	N/A
ACER C740	NXEF2AA0025520188F7600	N/A
ACER C740	NXEF2AA0025300F3497600	N/A
ACER C740	NXEF2AA0025511E4F47600	N/A
ACER C740	NXEF2AA0025511E4DB7600	N/A
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ACER C740	NXEF2AA0025511E1607600	N/A
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ACER C740	NXEF2AA0025520180B7600	N/A
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ACER C740	NXEF2AA0025300EDBD7600	N/A
ACER C740	NXEF2AA002528033D77600	N/A
ACER C740	NXEF2AA0025300E8FA7600	N/A
ACER C740	NXEF2AA0025300EADA7600	N/A
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ACER C731	NXGM8AA001750153B17600	N/A
ACER C731	NXGM8AA00173310BD77600	N/A
ACER C731	NXGM8AA00173316B2F7600	N/A
ACER C731	NXGM8AA00684902CAA7600	N/A
ACER C731	NXGM8AA0018090FF837600	N/A
ACER C731	NXGM8AA00173315E1E7600	N/A
ACER C731	NXGM8AA0068490319D7600	N/A
ACER C731	NXGM8AA00173316C5C7600	N/A
ACER C731	NXGM8AA00173006D977600	N/A
ACER C740	NXEF2AA00252801BFF7600	N/A
ACER C740	NXEF2AA0025300F72D7600	N/A
ACER C740	NXEF2AA0025300F38F7600	N/A
ACER C740	NXEF2AA0025300928A7600	N/A
ACER C740	NXEF2AA002551068557600	N/A
ACER C740	NXEF2AA0025300F8A67600	N/A
ACER C740	NXSHEAA0064470FF277600	N/A
ACER C740	NXEF2AA0025300F3917600	N/A
ACER C740	NXEF2AA0025511E4CE7600	N/A
ACER C740	NXSHEAA0064470FEFE7600	N/A
ACER C740	NXEF2AA0025300F78B7600	N/A
ACER C740	NXEF2AA0025300E51F7600	N/A
ACER C740	NXEF2AA0025300920A7600	N/A
ACER C740	NXEF2AA0025510685B7600	N/A
ACER C740	NXEF2AA00255201B027600	N/A
ACER C740	NXEF2AA0025300EAB97600	N/A
ACER C740	NXEF2AA0025300E65F7600	N/A

ACER C740	NXEF2AA0025300EACE7600	N/A
ACER C740	NXEF2AA002528038BD7600	N/A
ACER C740	NXEF2AA0025300F30E7600	N/A
ACER C740	NXEF2AA0025300F37D7600	N/A
ACER C740	NXEF2AA00255201AF27600	N/A
ACER C740	NXEF2AA0025300E4087600	N/A
ACER C740	NXEF2AA00252801BA17600	N/A
ACER C740	NXEF2AA00255201AD67600	N/A
ACER C740	NXEF2AA0025301424A7600	N/A
ACER C740	NXEF2AA0025300ED217600	N/A
ACER C740	NXEF2AA0025300F79A7600	N/A
ACER C740	NXEF2AA002530092117600	N/A
ACER C740	NXEF2AA0025300E4BA7600	N/A
ACER C740	NXEF2AA0025300F32F7600	N/A
ACER C740	NXEF2AA0025520BEF67600	N/A
ACER C740	NXEF2AA0025300F7C37600	N/A
ACER C740	NXEF2AA002530092417600	N/A
ACER C740	NXEF2AA002530092057600	N/A
ACER C740	NXEF2AA002530092607600	N/A
ACER C740	NXEF2AA00252801B8D7600	N/A
ACER C740	NXEF2AA0025511E4037600	N/A
ACER C740	NXEF2AA0025300F78C7600	N/A
ACER C740	NXEF2AA0025280339A7600	N/A
ACER C740	NXEF2AA0025300F81F7600	N/A
ACER C740	NXEF2AA0025300F7377600	N/A
ACER C740	NXEF2AA002552019347600	N/A
ACER C740	NXEF2AA002530091C67600	N/A
ACER C740	NXEF2AA00252802CD67600	N/A
ACER C740	NXEF2AA002528032797600	N/A
ACER C740	NXEF2AA0025300F6A97600	N/A
ACER C740	NXEF2AA0025520BF337600	N/A
ACER C740	NXEF2AA0025300E52D7600	N/A
ACER C740	NXEF2AA00252802CEC7600	N/A
ACER C740	NXEF2AA0025300F67C7600	N/A
ACER C740	NXEF2AA0025300F7B87600	N/A
ACER C740	NXEF2AA0025300E4E57600	N/A
ACER C740	NXEF2AA0025300E6677600	N/A
ACER C740	NXEF2AA00255201AB97600	N/A
ACER C740	NXEF2AA0025300F87D7600	N/A
ACER C740	NXEF2AA002530092097600	N/A
ACER C740	NXEF2AA002530141E97600	N/A
ACER C740	NXEF2AA0025511E1A57600	N/A
ACER C740	NXEF2AA0025511E4C27600	N/A
ACER C740	NXEF2AA0025520BF247600	N/A
ACER C740	NXEF2AA002528015AE7600	N/A
ACER C740	NXEF2AA00252802CF27600	N/A
ACER C740	NXEF2AA0025300F69E7600	N/A
ACER C740	NXEF2AA0025300F8747600	N/A
ACER C740	NXEF2AA0025300F3537600	N/A

ACER C740	NXEF2AA0025300F3327600	N/A
ACER C740	NXEF2AA0025300F24C7600	N/A
ACER C730	NXGC1AA0026340C6617600	N/A
ACER C730	NXGC1AA00263421C477600	N/A
ACER C730	NXGC1AA0026280F13E7600	N/A
ACER C730	NXGC1AA00263421FFE7600	N/A
ACER C730	NXGC1AA0026281B2787600	N/A
ACER C730	NXGC1AA00263421FBD7600	N/A
ACER C730	NXGC1AA0026341C5877600	N/A
ACER C730	NXGC1AA0026281B2007600	N/A
ACER C730	NXGC1AA0026382128C7600	N/A
ACER C730	NXGC1AA0026281B1C47600	N/A
ACER C730	NXGC1AA0026341C58B7600	N/A
ACER C730	NXGC1AA0026341C5997600	N/A
ACER C730	NXGC1AA00263421C237600	N/A
ACER C730	NXGC1AA00263421FFC7600	N/A
ACER C730	NXGC1AA00263421E847600	N/A
ACER C730	NXGC1AA002638212327600	N/A
ACER C730	NXGC1AA0026281B23D7600	N/A
ACER C730	NXGC1AA00263421C537600	N/A
ACER C730	NXGC1AA00262809F557600	N/A
ACER C730	NXGC1AA002634252EE7600	N/A
ACER C730	NXGC1AA0026341C5937600	N/A
ACER C730	NXGC1AA002632122937600	N/A
ACER C730	NXGC1AA00263421FE47600	N/A
ACER C730	NXGC1AA0026290227D7600	N/A
ACER C730	NXGC1AA002632122F97600	N/A
ACER C730	NXGC1AA002634252D27600	N/A
ACER C730	NXGC1AA00263314C2B7600	N/A
ACER C730	NXGC1AA002632122A27600	N/A
ACER C731	NXGM8AA00181402BFE7600	N/A
ACER C731	NXGM8AA001809128BB7600	N/A
ACER C731	NXGM8AA00180914D157600	N/A
ACER C731	NXGM8AA0018251D4617600	N/A
ACER C731	NXGM8AA0017510183C7600	N/A
ACER C731	NXGM8AA0018090FC127600	N/A
ACER C731	NXGM8AA00181212A5B7600	N/A
ACER C731	NXGM8AA001809153E47600	N/A
ACER C731	NXGM8AA006847033867600	N/A
ACER C731	NXGM8AA001750153B07600	N/A
ACER C731	NXGM8AA001750090547600	N/A
ACER C731	NXGM8AA0018100D9267600	N/A
ACER C731	NXGM8AA00684902FA67600	N/A
ACER C731	NXGM8AA0017501537D7600	N/A
ACER C731	NXGM8AA001809128B77600	N/A
ACER C731	NXGM8AA001749145017600	N/A
ACER C731	NXGM8AA00180914D147600	N/A
ACER C731	NXGM8AA001749146337600	N/A
ACER C731	NXGM8AA0017510165E7600	N/A

ACER C731	NXGM8AA0018090E73F7600	N/A
ACER C731	NXGM8AA001809128A37600	N/A
ACER C731	NXGM8AA0068500A8A17600	N/A
ACER C731	NXGM8AA0017500992B7600	N/A
ACER C731	NXGM8AA0018100D7077600	N/A
ACER C731	NXGM8AA001809128897600	N/A
ACER C731	NXGM8AA0017510174D7600	N/A
ACER C731	NXGM8AA001750153B27600	N/A
ACER C731	NXGM8AA00181212A0C7600	N/A
ACER C731	NXGM8AA00173317DF47600	N/A
ACER C731	NXGM8AA001713246C97600	N/A
ACER C731	NXGM8AA001713298A07600	N/A
ACER C731	NXGM8AA00173006D147600	N/A
ACER C731	NXGM8AA001733182CC7600	N/A
ACER C731	NXGM8AA0017300F7C37600	N/A
ACER C731	NXGM8AA0017300F7B47600	N/A
ACER C731	NXGM8AA00173317D737600	N/A
DELL LATITUDE D800	84Y4P21	08003
HP MT41	5CG521232T	N/A
HP MT41	5CG52123DM	N/A
HP MT41	5CG5211S0Z	N/A
HP MT41	5CG52123CJ	N/A
HP MT41	5CG52355ZT	N/A
HP MT41	5CG4382T8Y	N/A
HP MT41	5CG5062D1J	N/A
HP MT41	5CG521233V	N/A
HP MT41	5CG5365L8R	N/A
HP MT41	5CG5212366	N/A
HP MT41	5CG50607W0	N/A
DELL LATITUDE E5400	J2QMQN1	00016252
HP PROBOOK 430 G1	2CE3340Q90	2002248
HP MT41	5CG5062CSG	2008713
HP MT41	5CG50742MF	2008726

PAINTER SURPLUS EQUIPMENT DISPOSAL
DATE: July 8, 2021
Resolution # 01-21/22

DEVICES	SERIAL	TAG
PANASONIC VCR	E8SA27846	47430
DELL 2330DN PRINTER	4F3SSG1	N/A
HITACHI CP-X305 PROJECTOR	F7IU01026	13710
19" MONITOR	N/A	N/A
HITACHI CP-X305 PROJECTOR	F7KU02700	13611
HITACHI CP-X305 PROJECTOR	F7KU02744	00013595

RUSSO SURPLUS EQUIPMENT DISPOSAL
DATE: July 8, 2021
Resolution # 01-21/22

DEVICES	SERIAL	TAG
HITACHI CP-X2542WN	F7FU06202	2013340
LAPTOPS	**SERIAL**	**TAG**
HP MT41	5CG5191DML	N/A
HP MT41	5CG51801HZ	2008996
HP MT41	5CG5191DRW	2008986
HP MT41	5CG52357C9	2009241
HP MT41	5CG523563B	2009248
HP MT41	5CG51801J7	2008993
HP MT41	CNU420BYLS	N/A
HP MT41	5CG52355YY	2009247
HP MT41	5CG5180253	N/A
HP MT41	5CG52357J1	2009224
HP MT41	5CG51801H2	2008979
HP MT41	5CG52357C6	2009220
HP MT41	5CG518024H	2008981
HP MT41	CNU420BYCB	2008295
HP MT41	5CG5235635	2009252
HP MT41	5CG523560V	2009242
HP MT41	5CG523561J	2009235
HP MT41	5CG52357HT	2009230
HP MT41	5CG51801KH	N/A
HP MT41	CNU420BYD7	2008287
HP MT41	5CG51801H6	N/A
HP MT41	5CG518024N	2008984
HP MT41	5CG51801JS	2008980
HP MT41	5CG523561F	2009225
HP MT41	5CG5235603	2009257
HP MT41	5CG523560B	2009234
HP MT41	5CG52357HZ	2009216
HP MT41	5CG5235602	2009222
HP MT41	5CG518025R	N/A
HP MT41	5CG52357J3	2009254
HP MT41	5CG518023Z	2008991
HP MT41	5CG52357J6	2009250
HP MT41	5CG523560P	2009238
HP MT41	5CG5203B03	2008988

APTITUDE SURPLUS EQUIPMENT DISPOSAL
DATE: July 8, 2021
Resolution # 01-21/22

LAPTOPS	SERIAL	TAG
HP MT41	5CG52455QX	N/A
HP MT41	5CG52455PF	N/A
HP MT40	CNU350DVYZ	2004385
HP MT40	CNU350DVYM	N/A
HP MT40	CNU344B4H0	N/A
HP MT40	CNU350DVLX	2004449
HP MT41	5CG52455QS	N/A
DELL D520	G955JF1	13504
DELL D520	H955JF1	13505
DELL D520	2955JF1	13492
DELL D520	F955JF1	13503
DELL D520	76QHGD1	13168
DELL D520	J955JF1	13506
DELL D520	3955JF1	13493
ACER C740	NXEF2AA0025300E6917600	N/A
ACER C740	NXEF2AA0025300E6947600	N/A
ACER C740	NXEF2AA0025511E4C97600	N/A
ACER C740	NXEF2AA0025511E4E67600	N/A
ACER C740	NXEF2AA0025511E5127600	N/A
ACER C740	NXEF2AA0025300E66F7600	N/A
ACER C740	NXEF2AA0025300E6697600	N/A
ACER C740	NXEF2AA0025520BF3D7600	N/A
ACER C740	NXEF2AA002551174F77600	N/A
ACER C740	NXEF2AA0025511E1997600	N/A
ACER C740	NXEF2AA0025511E4F17600	N/A
ACER C740	NXEF2AA0025511E19C7600	N/A
ACER C740	NXEF2AA0025511E1527600	N/A
ACER C740	NXEF2AA0025300E41A7600	N/A
ACER C740	NXEF2AA0025511E4E07600	N/A
ACER C740	NXEF2AA0025511E4517600	N/A
ACER C740	NXEF2AA0025300F7667600	N/A
ACER C740	NXEF2AA0025511DFF67600	N/A
ACER C740	NXEF2AA0025511E4D87600	N/A
ACER C740	NXEF2AA0025511E4F87600	N/A
ACER C740	NXEF2AA0025511E1A37600	N/A
ACER C740	NXEF2AA0025300E6737600	N/A
ACER C740	NXEF2AA0025300E64E7600	N/A
MONTIORS	**SERIAL**	**TAG**
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A

19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
17" MONITOR	N/A	N/A
14" MONITOR	N/A	N/A
DEVICES	**SERIAL**	**TAG**
HITACHI CP-RS56	H6H012143	12160
TEACHTIMER	N/A	N/A
TEACHTIMER	N/A	N/A
TEACHTIMER	N/A	N/A

MCCOLLAM SURPLUS EQUIPMENT DISPOSAL
DATE: July 8, 2021
Resolution # 01-21/22

DEVICES	SERIAL	TAG
SHARP 27L-S300B TV	642427	N/A
ZENITH C32A38 TV	65150414425	N/A
HP LASERJET P2015DN PRINTEI	CNBJR88551	N/A
LAPTOPS	**SERIAL**	**TAG**
HP MT40	CNU402C656	2007580
HP MT40	CNU402C68J	N/A
HP MT40	CNU402C4TD	2007698
HP MT40	CNU4039PQ4	2007390
HP MT40	CNU402C57V	2007918
HP MT40	CNU402C525	2007901
HP MT40	CNU402C5XZ	2007681
HP MT40	CNU402C4XV	2007422
HP MT40	CNU402C6KF	N/A
HP MT41	5CG5221RQN	2008925
HP MT41	5CG52228JZ	2008928
HP MT41	5CG52228KS	2008938
HP MT41	5CG5221RQL	2008924
HP MT41	5CG52228JN	2008927
HP MT41	5CG52228KC	2008940
HP MT41	5CG52228HT	2008948
HP MT41	5CG52228JF	2008926
HP MT41	5CG5222R96	2008941
HP MT41	5CG52228L8	2008935
HP MT41	5CG52228LZ	2008944
HP MT41	5CG52228JR	2008947
HP MT41	5CG52228HY	2008945
HP MT41	5CG52228JW	2008946
HP MT41	5CG52228KN	2008929
HP MT41	5CG52228LG	2008930
HP MT41	5CG5222RBK	2008943
HP MT41	5CG52228LQ	2008931
HP MT41	5CG52228KZ	2008934
HP MT41	5CG52228KW	2008942
HP MT41	5CG52228K6	2008933
HP MT41	5CG52228J8	2008936
HP MT40	CNU402C594	2008133
HP MT40	CNU402C5T7	2007451
HP MT40	CNU402C5G8	N/A
HP MT40	CNU402C64S	2007412
HP MT40	CNU344C181	2003113
HP MT40	CNU402C6QK	2004877
HP MT40	CNU402C4T9	2007867
HP MT40	CNU402C62J	2007603

HP MT40	CNU402C4X6	2003025
HP MT40	CNU4039QD0	2007370
HP MT40	CNU402C658	2003027
HP MT40	CNU402C4TG	N/A
HP MT40	CNU402C652	2007576
HP MT40	CNU4039PM6	N/A
HP MT40	CNU4039QBH	N/A
HP MT40	CNU4039QDH	N/A
HP MT40	CNU402C5DQ	N/A
HP MT40	CNU402C4W2	N/A
HP MT40	CNU4039PTX	2007110
HP MT40	CNU344B56Y	2003506
HP MT40	CNU4039Q2J	2007341
HP MT40	CNU402C67Z	2004762
HP MT40	CNU402C500	N/A
HP MT40	CNU4039PT6	N/A
HP MT40	CNU402C4ZK	2007952
HP MT40	CNU402C695	2004808
HP MT40	CNU402C603	2007633
HP MT40	CNU402C5Y9	2007675
HP MT40	CNU344C17M	2003108
HP MT40	CNU402C5M9	2007414
HP MT40	CNU344C195	2003101
HP MT40	CNU344B4RP	2003542
HP MT40	CNU4039PQ3	2007396
HP MT40	CNU402C5J4	2007418
HP MT40	CNU344BRJS	2003200
HP MT40	CNU344BRNJ	2003229
HP MT40	CNU344BRQD	2003232
HP MT40	CNU344C17X	2003103
HP MT40	CNU344B564	2003517
HP MT40	CNU344BRXD	2003141
HP MT40	CNU3449WBL	2003386
HP MT40	CNU344B5KC	2003743
HP MT40	CNU3449W1Y	2003391
HP MT40	CNU344BRHK	2003196
HP MT40	CNU344B4TF	2003500
HP MT40	CNU344BRY0	2003199
HP MT40	CNU344B4ZY	2003510
HP MT40	CNU344BRPX	2003236
HP MT40	CNU402C532	2007664
HP MT40	CNU402C6D5	2007431
HP MT40	CNU402C604	2007632
HP MT40	CNU4039PNL	2007352
HP MT40	CNU402C5FN	2004940
HP MT40	CNU402C5KW	2004859
HP MT40	CNU402C6H7	2007539
HP MT40	CNU402C605	2004945
HP MT40	CNU4039PR9	2007411

HP MT40	CNU402C6S1	2004872
HP MT40	CNU402C5TH	N/A
HP MT40	CNU4039PXV	2007402
HP MT40	CNU402C4W0	2007519
HP MT40	CNU402C68N	2004760
HP MT40	CNU402C522	2007890
HP MT40	CNU4039PM4	2007399
HP MT40	CNU402C63C	2004790
HP MT40	CNU402C62Y	2007601
HP MT40	CNU4039PSQ	2007391
HP MT40	CNU402C64B	2004947
HP MT40	CNU4039PRF	2007372
HP MT40	CNU4039QD7	2007369
HP MT40	CNU4039PTK	2007378
HP MT40	CNU402C6GQ	2004852
HP MT40	CNU402C6F1	2004843
HP MT40	CNU4039QBL	2007398
HP MT40	CNU4039Q2H	2007407
HP MT40	CNU4039QBY	2007406
HP MT40	CNU402C6FF	2004842
HP MT40	CNU402C5XC	2007654
HP MT40	CNU4039Q54	2007385
HP MT40	CNU402C71Y	2004818
HP MT40	CNU402C6HV	2007423
HP MT40	CNU4039PVD	2007118
HP MT40	CNU402C5VW	2007694
HP MT40	CNU402C5B4	2007565
HP MT40	CNU4039PS4	2007114
HP MT40	CNU402C4W8	N/A
HP MT41	5CG52228LT	2008937

HUBBARD SURPLUS EQUIPMENT DISPOSAL
DATE: July 8, 2021
Resolution # 01-21/22

LAPTOPS	SERIAL	TAG
HP MT 40	CNU4049NQC	N/A
HP MT 40	CNU402C6FC	2007564
HP MT 40	CNU4039PZ3	2007239
HP MT 40	CNU402C62G	N/A
HP MT 40	CNU4049NGD	2007066
HP MT 40	CNU4039Q4P	2007221
HP MT 40	CNU4039QBS	2007333
HP MT 40	CNU4049NMK	2005890
HP MT 40	CNU402C50Z	2007915
HP MT 40	CNU4049N2T	2005830
HP MT 40	CNU4049P6X	2008023
HP MT 40	CNU4049NKR	2007994
HP MT 40	CNU4049P16	2005829
HP MT 40	CNU4039QC0	2007212
HP MT 40	CNU4039PT5	2007426
HP MT 40	CNU4039PN6	2007152
HP MT 40	CNU4039QBV	2007311
HP MT 40	CNU402C50M	2007922
HP MT 40	CNU4049NS8	N/A
HP MT 40	CNU4049NJ4	N/A
HP MT 40	CNU4039PPQ	N/A
HP MT 40	CNU4049N5M	N/A
HP MT 40	CNU4049N4Z	N/A
HP MT 40	CNU4039QDB	2007302
HP MT 40	CNU4049N4G	2007107
HP MT 40	CNU3259N5C	2002162
HP MT 40	CNU322C12G	2002174
HP MT 40	CNU4049N72	N/A
HP MT 40	CNU4049NJT	2007070
HP MT 40	CNU4049P71	2005844
HP MT 40	CNU4049N3R	2008071
HP MT 40	CNU4039PYN	2007267
HP MT 40	CNU3259NMR	2002177
HP MT 40	CNU4049P6B	N/A
HP MT 40	CNU4049NRC	2007100
HP MT 40	CNU4049NXS	2005826
HP MT 40	CNU4049NX0	2005861
HP MT 40	CNU4039PTG	2007144
HP MT 40	CNU4049NQ4	2005886
HP MT 40	CNU4049P23	2007995
HP MT 40	CNU322C15Z	2002165
HP MT 40	CNU4049N44	2008015
HP MT 40	CNU4039Q00	2007285

HP MT 40	CNU4049P2X	N/A
HP MT 40	CNU4049NF7	2008032
HP MT 40	CNU402C4T5	N/A
HP MT 40	CNU4039PZD	2007156
HP MT 40	CNU4039QC1	2007209
HP MT 40	CNU4039QBR	2007200
HP MT 40	CNU4049NDM	N/A
HP MT 40	CNU4049NB6	N/A
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HP MT 41	CNU417C0MK	N/A
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HP MT 40	CNU4039QDF	2007203
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ACER C731	NXGM8AA001751017D57600	N/A
DEVICES	**SERIAL**	**TAG**
DELL OPTIPLEX 755	HT3YFG1	14674
DELL OPTIPLEX 755	GR3YFG1	14662
HPLASERJET 4000N	USMB202791	1360

SHEPPARD SURPLUS EQUIPMENT DISPOSAL
DATE: July 8, 2021
Resolution # 01-21/22

LAPTOPS	SERIAL	TAG
HP MT40	CNU347BSYH	2005335
HP MT40	CNU347BSDR	N/A
HP MT40	CNU344B4C0	N/A
HP MT40	CNU347BS3W	N/A
HP MT40	CNU347BTL0	2005647
HP MT40	CNU347BSC6	2005551
HP MT40	CNU347BS6Z	N/A
HP MT40	CNU347BT6T	N/A
HP MT40	CNU3449VRV	N/A
HP MT40	CNU3449W13	N/A
HP MT40	CNU347BSWC	N/A
HP MT40	CNU347BTLF	N/A
HP MT40	CNU347BSV1	N/A
HP MT40	CNU347BTRY	N/A
HP MT40	CNU347BS7H	2005406
HP MT40	CNU347BTK7	2005385
HP MT40	CNU347BSQ2	N/A
HP MT40	CNU347BSGX	2005690
HP MT40	CNU347BT8X	N/A
HP MT40	CNU347BS5J	N/A
HP MT40	CNU347BS0Z	N/A
HP MT40	CNU347BSZ6	N/A
HP MT40	CNU347BSVH	N/A
HP MT40	CNU347BS2S	N/A
HP MT40	CNU347BS1D	N/A
HP MT40	CNU347BTJP	N/A
HP MT40	CNU347BS3N	N/A
HP MT40	CNU347BSX2	N/A

9.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve/Ratify Notices of Employment and Changes of Status/July 8, 2021/Human Resources Department.**

Staff Analysis:

This item includes recommendations such as new hires, leaves of absence, or other changes in employee status.

Recommendation:

District administration is recommending that the Board of Trustees approves the hiring of any new employee, and any change of status for existing employees.

Submitted by: Tereasa Smith Title: Director, Human Resources

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

9.03

Agenda Placement

Meeting: July 8, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
July 8, 2021

CERTIFICATED OFFER OF EMPLOYMENT:

I. Employee Contracts:

1.	Bauer, Oscar	Test Examiner	07/09/2021-06/30/2022
2.	Castro, Patrice	Test Examiner	07/09/2021-06/30/2022
3.	Chiang, Wendy	Test Examiner	07/09/2021-06/30/2022
4.	Costa, Jolene	Test Examiner	07/09/2021-06/30/2022
5.	Dias, Andrew	Test Examiner	07/09/2021-06/30/2022
6.	Franco, Luzely	Test Examiner	07/09/2021-06/30/2022
7.	Gutierrez, Jaime	Test Examiner	07/09/2021-06/30/2022
8.	Herrera, Yasmeen	Test Examiner	07/09/2021-06/30/2022
9.	Martin, Luz	Test Examiner	07/09/2021-06/30/2022
10.	Mendez, Itzel	Test Examiner	07/09/2021-06/30/2022
11.	Moran, Elba	Test Examiner	07/09/2021-06/30/2022
12.	Nguyen, Brendan	Test Examiner	07/09/2021-06/30/2022
13.	Pantell, April	Test Examiner	07/09/2021-06/30/2022
14.	Phung, Andy	Test Examiner	07/09/2021-06/30/2022
15.	Tom, Eric	Test Examiner	07/09/2021-06/30/2022
16.	Tom, Kellie	Test Examiner	07/09/2021-06/30/2022
17.	Williams, Catherine	Test Examiner	07/09/2021-06/30/2022

CERTIFICATED CHANGES OF STATUS:

II. Retirements:

1.	Aly, Mervat	4/Dorsa Elementary	07/01/2021
2.	Martinez, Lynn	4/Meyer Elementary	07/09/2021
3.	Prado, Beatrice	2/Painter Elementary	06/08/2021
4.	Saunders, Trish	K/Cureton Elementary	06/08/2021
5.	Su, Ruth	4/San Antonio Elementary	06/08/2021
6.	Vu, Tao	1-Viet./Painter Elementary	06/08/2021

III. Provisional Internship Permit:

1.	Millan, Yvonne	3/Ryan Elementary	08/13/2021

IV. Ed Code Assignment EC §44831- 2021/2022 School year:

Chan, Sarah — Speech Therapist/Special Education Department

Under the provisions of this statute, the governing board of a school district or a county office of education may contract or employ an individual to provide speech and language services if the individual has verified the following: 1) master's degree in communicative disorders, 2) valid license issued by the Speech-Language Pathology and Audiology Board, 3) passage of the California Basic Educational Skills Test (CBEST), and 4) the criminal record summary pursuant to EC.

V. Variable Term Credential Waiver Renewal Request:

1.	Arnison, Ellen	BCLAD: Spanish Authorization
2.	Dano, Joshua	CBEST Exam for the Mild/Moderate Teacher Preparation Program
3.	Friga, Ayla	CBEST Exam for the Mild/Moderate Teacher Preparation Program

4. Santarina, Travis — Adaptive P.E. Credentialing Program

VI. Personal Leave of Absence:

1. Ortega, Maria — K/L.U.C.H.A. Academy

CLASSIFIED PERSONNEL – July 8, 2021

CLASSIFIED OFFERS OF EMPLOYMENT:

I. Contracted Employee:

1.	Hernandez, Reyes	Behavior Assistant/Special Education Services	07/01/21-06/30/22
2.	Nguyen, Huy N	Vietnamese Translator-Interpreter/State & Federal	07/12/21-06/30/22
3.	Nguyen, Khoi	Vietnamese Translator-Interpreter/State & Federal	07/01/21-06/30/22